# Terms of Service

**Effective Date.** These Terms (this "Terms of Service"), Privacy Policy (this "Privacy Policy") and Cookie Policy (this "Cookie Policy") are effective and were last updated as of January 1, 2024.

Ranker, Inc. ("Ranker") Ranker is a social site and platform that provides a wide variety of lists on a variety of subjects (each a "List". We make it easy, fun, and social for Users to participate in the ranking of List items via a drop-and-drag interface and a comprehensive database. Users of the Website and Service (each a "User") can set-up a profile with all of their ratings, favorites, Lists and more, connect their profile with friends and meet new people with similar taste through our website located at www.ranker.com and any other websites or applications, operated or controlled by us ("Website").

Please read these Terms of Service ("Terms") carefully as they govern your access to and use of the services on the Website (collectively, the "Services"), and any information, text, graphics, photos or other materials uploaded, downloaded or appearing on the Services, including Lists, User Content, Ranker Content and User-Generated Lists (collectively referred to as "Content"). Services include all aspects of the Website, including but not limited to all products, software and services offered via the Website, such as the Widget, uploaders and other applications. Your access to and use of the Services is conditioned on your acceptance of and compliance with these Terms. By accessing or using the Services you agree to be bound by these Terms.

# **Ownership of Content**

### **User Content**

Except as otherwise provided for herein, you own all content you submit to the Website and/or Services, including but not limited to profile information, reviews, images, messages, and any other materials, including a User-Generated List ("User Content"). By submitting User Content you hereby irrevocably grant Ranker a perpetual, world-wide, non-exclusive, royalty-free, sub-licensable and transferable license and right to Use User Content for any purpose and in any media now existing or in the future. Notwithstanding the foregoing, you grant Ranker an exclusive, perpetual license to Use any User Content that is your contribution to a User-Generated List. As used herein, a "User-Generated List" is List submitted by you to the Service.

You also irrevocably grant the Users of the Services and third-party websites, mobile applications, Publishers and other platforms that have obtained User Content from Ranker ("Third-Party Properties") the same right you have granted to Ranker herein to Use the User Content in connection with their use of the Services. As used herein, the right to "Use" means the right to, copy, display, perform, digitally perform, distribute, modify, translate, reformat, incorporate into advertisements and other works, promote, create derivative works of, and , allow others to do the same. You irrevocably waive, and cause to be waived, any claims and assertions of moral rights or attribution with respect to User Content brought against Ranker, any Third-Party Properties and our and their users.

You shall be solely responsible for your own User Content and the consequences of posting or publishing them. In connection with any User Content, you affirm, represent, and/or warrant that: (i) you own or have the necessary licenses, rights, consents, and permissions to use and authorize Ranker to use all patent, trademark, trade secret, copyright, publicity, publishing or other proprietary rights in and to any and all such User Content to enable inclusion and Use of the User Content in the manner contemplated by these Terms; and (ii) you have the written consent, release, and/or permission of each and every identifiable individual person in the User Content to use the name, voice or likeness of each and every such identifiable individual person to enable inclusion and Use of the User Content in the manner contemplated by these Terms.

We may use, post or refuse to post, disable from view, remove or reinstate any Content (including User Content) in our sole discretion. Without limiting the generality of the foregoing, we may, but are not obligated to, hide or remove any User Content that we determine, in our sole discretion, to be in violation of the terms hereof. We are not obligated to return any User Content to you under any circumstances.

#### **Ranker Content**

We are the sole and exclusive copyright owners of the Website and Services, including, but not limited to, visual interfaces, interactive features, graphics, design, compilation, computer code, products, software, aggregate user review ratings, reports and other usage-related data in connection with activities associated with your account and all other elements and components of the Website and Services excluding Your Content and third-party content (collectively, the "Ranker Content"). We also exclusively own the copyrights, trademarks, service marks, logos, trade names, trade dress and other intellectual and proprietary rights throughout the world (the "IP Rights") associated with the Website, Services and Ranker Content, which may be protected by copyright, patent, trademark and other applicable intellectual property and proprietary rights and laws. You may not use, copy, display, distribute, modify, translate, reformat, incorporate into advertisements and other works, promote, create derivative works, or in any way exploit or allow others to exploit any of Ranker Content in whole or in part except as expressly authorized by us. Except as otherwise expressly granted to you in writing, we do not grant you any other express or implied right or license to the Website, Services, Ranker Content or Ranker's IP Rights.

Content on the Website and Service is provided to all Users AS-IS for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of Ranker. Ranker reserves all rights not expressly granted in and to the Website, the Service and the Content. You agree to not engage in the use, copying, or distribution of any of the Content other than expressly permitted herein. If you download or print a copy of the Content for personal use, you must retain all copyright and other proprietary notices contained therein.

### **Content Disclaimer**

You understand that when using the Services you will be exposed to Content from a variety of sources, and that Ranker is not responsible for the accuracy 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 Ranker with respect thereto. Ranker does not endorse any Content or any opinion, recommendation, or advice expressed therein, and Ranker expressly disclaims any and all liability in connection with Content.

# Your Obligations in Using the Services

The Services may be used and accessed for lawful and non-commercial purposes only. You agree to abide by all applicable local, state, national and foreign laws, treatises and regulations in connection with your use of the Services. In addition, without limitation, you agree that you will not do any of the following while using or accessing the Website or Services:

- 1. Circumvent, disable or otherwise interfere with security related features of the Website or Service or features that prevent or restrict use or copying of any Content;
- 2. Upload, post, email or otherwise transmit (i) any User Content to which you do not have the lawful right to copy, transmit and display (including any User Content that would violate any confidentiality or fiduciary obligations that you might have with respect to the User Content); (ii) any User Content for which you do not have the consent or permission of each identifiable person in the User Content to use the name, voice, signature, photograph, or likeness of each such person (to the extent each is implicated by the User Content) and such consent or permission is necessary; or (iii) any User Content that infringes the intellectual property rights or violates the privacy rights of any third-party (including without limitation copyright, trademark, patent, trade secret, or other intellectual property right, or moral right or right of publicity);
- 3. Use any meta tags or other hidden text or metadata utilizing Ranker's name, trademark, URL or any product names;
- 4. Upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, or any other form of solicitation;
- 5. Forge any TCP/IP packet header or any part of the header information in any posting or in any way use the Website or Services to send altered, deceptive or false source-identifying information;
- 6. Upload, post, email, or otherwise transmit, via the Website or Services, any User Content that is unlawful, obscene, harmful, threatening, harassing, defamatory or hateful or that contain objects or symbols of hate, invade the privacy of any third-party, contain nudity (including without limitation any pornography, erotica, child pornography or child erotica), are deceptive, threatening, abusive, inciting of unlawful action, defamatory, libelous, vulgar or violent or constitute hate speech or are otherwise objectionable in the opinion of Ranker;
- 7. Upload, post, email, or otherwise transmit any User Content that contains software viruses or any other computer code, files, or programs designed to (i) interrupt, destroy or limit the functionality of the Website or Service; or (ii) interfere with the access of any users, host or network, including without limitation sending a virus, overloading, flooding, spamming or mail-bombing the Website or Service;

- 8. Upload, post, email or otherwise transmit any User Content that include code that is hidden or otherwise surreptitiously contained within the images, audio or video of any User Content that is unrelated to the immediate, aesthetic nature of the User Content;
- Interfere with or disrupt (or attempt to interfere with or disrupt) the Service or any web
  pages available at the Website, servers or networks connected to the Website or Service
  or the technical delivery systems of Ranker's providers or disobey any requirements,
  procedures, policies or regulations of networks connected to the Website or Service;
- 10. Attempt to probe, scan or test the vulnerability of the Website or Service or breach or impair or circumvent any security or authentication measures protecting the Website or Services;
- 11. Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Website or Services;
- 12. Attempt to access, search or meta-search the Website or Service with any engine, software, tool, agent, device or mechanism other than software and/or search agents provided by Ranker or other generally available third-party web browsers (such as Microsoft Internet Explorer, Mozilla Firefox, Safari, or Opera), including without limitation any software that sends queries to the Website or Service to determine how a website or web page ranks;
- 13. Collect, harvest or store (or permit anyone else to collect, harvest or store) personal data about other Users without their express permission;
- 14. Impersonate or misrepresent your affiliation with any person or entity, through pretexting or some other form of social engineering or otherwise commit fraud;
- 15. Share your Account password with any third-party except as expressly permitted in writing by Ranker;
- 16. Use the Website or Services in any manner not permitted by this Agreement; or
- 17. Encourage or instruct any other individual to do any of the foregoing or to violate any term of these Terms.

In submitting User Content to us, you represent that:

- 1. You are the sole author of the User Content, and the User Content are not copied from or based on, in whole or in part, any other work or website, except works in the public; and
- 2. Use of User Content by Ranker, Third-Party Properties and our and their users will not violate or infringe any right of yours or any third-party.

With regard to User Content that are images, you agree that at least one of the following is met:

- 1. You have taken the photograph or created the artwork being submitted;
- 2. You own the rights to the image; or
- 3. You have explicit permission from the rights-holder to submit such image or artwork for use on our Properties and Third-Party Properties and to grant the rights you have granted herein.

With regard to User Content that are YouTube videos, by using any YouTube Video Search features or embedding YouTube videos, you agree that:

1. You are bound by the YouTube Terms of Service

Lastly, you agree that any of User Content submitted to us will not:

- 1. Be unlawful, harmful, threatening, abusive, harassing, tortious, indecent, defamatory, vulgar, profane, obscene, libelous, hateful or otherwise objectionable;
- 2. Contain material that violates the standards of good taste or the standards of the Properties;
- Violate any third-party right, including, but not limited to, right of privacy, right of publicity, copyright, trademark, patent, trade secret, or any other intellectual property or proprietary rights;
- 4. Accuse others of illegal activity, or describe physical confrontations;
- 5. Contain material that is illegal, or that violates any federal, state, or local law or regulation;
- 6. Contain language or images intended to impersonate another person;
- 7. Disguise or attempt to disguise the origin of User Content;
- 8. Be considered a form of deceptive advertisement or cause, or be a result of, a conflict of interest;
- 9. Be commercial in nature, including but not limited to spam, surveys, contests, pyramid schemes or other advertising materials;
- 10. Assert or imply that User Content is in any way sponsored or endorsed by us; or
- 11. Contain material that is not in English;

# **Termination / Cancellation**

We may immediately terminate or suspend your access to the Services and remove any material (including User Content) from the Website or our servers, in the event that you breach these Terms. Notwithstanding the foregoing, we also reserve the right to terminate the Website, Services or your access thereto at any time and for any reason. After such a termination, you understand and acknowledge that we will have no further obligation to provide the Services. Upon termination, all licenses and other rights granted to you by these Terms will immediately cease. Ranker is not liable to you or any third-party for termination of the Services or termination of your use of the Services. UPON ANY TERMINATION OR SUSPENSION, ANY INFORMATION (INCLUDING USER CONTENT) THAT YOU HAVE SUBMITTED ON THE WEBSITE OR THAT WHICH IS RELATED TO YOUR ACCOUNT MAY NO LONGER BE ACCESSED BY YOU. Furthermore, Ranker will have no obligation to maintain any information stored in our database related to your Account or to forward any information to you or any third-party.

You may terminate your Account at any time and for any reason by clicking "Cancel Account" on the "My Account" page. Upon any termination by a Member, the related Account will no longer be accessible.

Any suspension, termination or cancellation will not affect your obligations to Ranker under these Terms (including but not limited to ownership, indemnification and limitation of liability),

which by their sense and context are intended to survive such suspension, termination or cancellation.

# **Third-Party Partners**

The Website and Service may contain links to third-party websites that are not owned or controlled by Ranker. Ranker has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites. In addition, Ranker will not and cannot censor or edit the content of any third-party site. By visiting the Website and/or using the Service, you expressly relieve Ranker from any and all liability arising from your use of any third-party website. 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.

Ranker uses YouTube links on Ranker lists. Please see <u>YouTube Terms of Service</u> for more information on YouTube's policies.

Games metadata is provided by <u>IGDB</u>.

Ranker may use Captify pixels on Ranker lists. Please see <u>Captify Privacy Notice</u> for more information on Captify's policies.

Ranker may use LiveIntent pixels and data. Please see <u>LiveIntent Privacy Page</u> to receive more information on LiveIntent policies.

### **Publishers**

Ranker has developed proprietary software (the "Widget") which includes an online list publishing widget and online data management platform designed for organizing, querying, analyzing, exporting and developing reports based on voting on and publishing lists. Ranker makes the Widget available to third-parties ("Publishers") solely for display on Publisher's website via HTML embedded code Upon embedding the Widget, Publisher is granted a royalty-free, non-exclusive, non-transferable, non-assignable right to download, and install the Widget on the Publisher's websites and to display the Widget, Lists and other Content Ranker delivers to the Widget and to collect and report quantitative List and other data ("List Data") from visitors to the Publisher's websites.

Publisher hereby acknowledges and agrees that Ranker owns and shall retain rights in and to the Widget, including, without limitation, (i) all patent, copyright, trade secret, database rights, trademark and other intellectual property rights in and to the Widget, and any corrections, bug fixes, enhancements, updates or other modifications to the Widget, whether made by Publisher, Ranker or any third-party and (ii) all List content, each List, List analysis, end-user presentations, the List Data and other data generated from the use of the Widget. ("Widget Content")

Publisher acknowledges and agrees that Ranker may develop one or more databases containing the List Data and may analyze, sell, redistribute the List Data or any part thereof subject to the terms of the Privacy Policy.

# Copyright

If you believe that any content has been posted on the Service, Website or Widget in a manner that constitutes copyright infringement, please notify Ranker by providing its designated Copyright Agent with the written information specified below:

- 1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- 2. 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.
- 3. 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. Providing URLs in an email enables us to most efficiently locate and remove the infringing material.
- 4. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- 5. A statement that the complaining party has 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.
- 6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Designated Agent to Receive Notification of Claimed Infringement:

Please contact Ranker Inc's Designated Agent to Receive Notification of Claimed Infringement at the following address -

Clark Benson Ranker, Inc. 6420 Wilshire Blvd., Suite 1800 Los Angeles, CA 90048 Phone: 323-782-9800 Email: copyright@ranker.com

# **Content Policy**

The purpose of this section is to make clear what we consider to be acceptable use of Ranker.

If you are found to be in violation of any of the policies listed below, your account will be frozen and you will be notified via email when possible. Unless you explain or correct your behavior within 48 hours, your account will be suspended. Though our goal is to work with you to ensure an equitable outcome in all cases, we reserve the right to immediately suspend, without notice, any content, account, or IP address which we determine to be illegal, spam, systematically generated, or potentially damaging to our service or infrastructure.

When your account is suspended, public access to your content is blocked. Access to your Ranker account and the ability to add/edit posts will also be disabled.

#### Redundant Content

Ranker is not intended to be an all-purpose content aggregator. Users who import or aggregate content that is unrelated to the purpose of the Website will be subject to suspension.

#### **Copyright**

Although the use of copyrighted material does not necessarily constitute infringement, as a rule users should exercise caution when using copyrighted content without the permission of the content owner. It is Ranker policy to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act ("DMCA").

#### Sexually Explicit Video and Photographs

Accounts that use Ranker's Video/Photograph upload feature to upload and host sexually explicit or pornographic material will be suspended.

### <u>Spam</u>

Users that publish content that is not meaningful or relevant, use deceptive means to generate revenue or traffic, or post primarily for the purpose of affiliate marketing, will be subject to suspension.

### Privacy and Identity Theft

The appropriation and use of the identity of another person are not permitted. Users may not post other people's personally identifying or confidential information. You may not post information such as other people's credit card numbers, Social Security Numbers, driver's and/or other license numbers, passwords, usernames, phone numbers, addresses and email addresses.

#### Objectionable Content, Defamation, and Libel

Hate speech and other objectionable content that is unlawful, defamatory, and fraudulent are not allowed on Ranker. Though an allegation of defamatory expression, in and of itself, does not establish defamation, as the truth or falsehood of an expression is a necessary element in

establishing defamation, therefore, as we are not in a position to make that sort of fact-based judgment, we will remove any statement that we have reason to believe could be defamatory.

#### <u>Illegal Use</u>

Ranker may not be used for illegal purposes. Examples of this include using Ranker for deceptive or fraudulent purposes.

#### Unauthorized Use

We will terminate accounts and block access of individuals who attempt unauthorized use of Ranker.com.

#### Automated or Mass Registration

Accounts that are registered automatically or systematically will be removed and access will be permanently suspended.

### **Ability to Accept Terms**

You affirm that you are either more than 18 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, and to abide by and comply with these Terms. In any case, you affirm that you are over the age of 16, as the Service is not intended for children under 16. If you are under 16 years of age, then please do not use the Service.

### **Disclaimer of Warranties**

YOUR USE OF THE WEBSITE AND THE SERVICES IS AT YOUR SOLE DISCRETION AND RISK. RANKER EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE WEBSITE, SERVICES, AND CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE WEBSITE, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COURSE OF DEALING OR COURSE OF PERFORMANCE. RANKER DISCLAIMS ANY WARRANTIES: (I) REGARDING THE SECURITY, ACCURACY, RELIABILITY, TIMELINESS AND PERFORMANCE OF THE SITES; OR (II) THAT THE SERVICES WILL BE ERROR-FREE OR THAT ANY ERRORS WILL BE CORRECTED.

RANKER ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF THE WEBSITE, SERVICE OR CONTENT, (II) ANY UNAUTHORIZED ACCESS TO OR USE OF THE WEBSITE OR SERVICE'S SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (III) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE BY ANY THIRD-PARTY, (V) 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 WEBSITE OR SERVICE, AND/OR (VI) OTHERWISE RESULTING FROM YOUR USE OF THE WEBSITE OR SERVICE.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM RANKER, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

# **Limitation of Liability**

IN NO EVENT WILL RANKER, ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE WEBSITE, SERVICES, AND CONTENT WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER OR NOT RANKER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION AND IN NO EVENT WILL RANKER'S CUMULATIVE LIABILITY TO YOU EXCEED \$100.

# Indemnification

You agree to indemnify, defend, and hold harmless us and our affiliates, subsidiaries, successors, assignees, licensees, directors, officers, employees, agents, contractors, vendors, business partners, owners, and professional advisors from any claims, damages, liabilities, costs, or expenses (including without limitation court costs, collection costs, and reasonable attorney fees) arising from: (i) your use of and access to the Service; (ii) your violation of any term of these Terms; (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.

# **Modification of Terms**

Ranker reserves the right, in its sole discretion, at any time to modify, discontinue or terminate any aspect of the Website or Services, or modify these Terms without notice. Ranker may also impose limits on certain features and services or restrict your access to parts or the entire Website or Service without notice or liability at any time in Ranker's sole discretion, without prejudice to any legal or equitable remedies available to Ranker, for any reason or purpose, including, but not limited to, conduct that Ranker believes violates these Terms or other policies or guidelines posted on the Website or conduct which Ranker believes is harmful to it, the Website, the Service, or others. All modified terms and conditions will be effective when posted on the Website (unless a longer notice period is required by applicable law). If any modified Terms are not acceptable to you, your sole remedy is to cease using the Services, and if applicable, cancel your Account (defined below). By continuing to access or use the Services after Ranker makes any such modification, you agree to be bound by the revised Terms.

## General

You agree that: (i) the Website and Service shall be deemed solely based in California; and (ii) the Website and Service shall be deemed a passive website that does not give rise to personal jurisdiction over Ranker, either specific or general, in jurisdictions other than California. These Terms shall be governed by and interpreted in accordance with the laws of the State of California excluding that body of law pertaining to conflict of laws. Any legal action or proceeding arising under these Terms will be brought exclusively in courts located in Los Angeles, California and the parties hereby irrevocably consent to the personal jurisdiction and venue therein. These Terms, together with the Privacy Policy and any other legal notices published by Ranker on the Service, shall constitute the entire agreement between you and Ranker concerning the Service. In the event that any provision in these Terms is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect. No waiver of any term of this Terms shall be deemed a further or continuing waiver of such term or any other term, and Ranker's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. You may not assign this Agreement (by operation of law or otherwise) without the prior written consent of Ranker and any prohibited assignment will be null and void. Ranker reserves all rights not expressly granted in these Terms. Ranker may assign these Terms or any rights hereunder without your consent. Ranker reserves the right to amend these Terms at any time and without notice, and it is your responsibility to review these Terms for any changes. Your use of the Service following any amendment of these Terms will signify your assent to and acceptance of its revised terms. YOU AND RANKER 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.

# **Privacy Policy**

**Effective Date.** These Terms (this "Terms of Service"), Privacy Policy (this "Privacy Policy") and Cookie Policy (this "Cookie Policy") are effective and were last updated as of January 1, 2024.

This Privacy Policy explains how Ranker, Inc., and our corporate subsidiaries and affiliates (collectively, "**Ranker**", "**we**", "**us**", or "**our**") collects, uses, and shares personally identifiable information if you visit Ranker.com, our websites, applications, other 'offerings', or our other websites or services that link to this Privacy Policy (collectively, the "**Services**"), contact us, receive our communications or attend our events. This policy is applicable to all Ranker websites, apps, affiliates, brands and entities that Ranker Controls, including Ranker, Ranker Insights, and Watchworthy, as well as branded content from channels such as "Anime Underground", "Gaming", "Graveyard Shift", "Total Nerd", "Watchworthy", and "Weird History".

This Privacy Policy only covers information collected through the Services and via direct communications between you and Ranker, Inc., and unless otherwise notified to you, does not address any information collected at any other website or application. You can learn more about how we use and protect your privacy here or by <u>contacting us</u>. By using the Services, you consent to such collection, use and sharing of your information and Personal Data and agree to the terms of this Privacy Policy.

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# **Personal Information We Collect**

#### Information you provide to us

When visiting Ranker you may choose to submit information through the Services (including creating a Ranker/Watchworthy account) which may include:

- **Profile information**, such as your first and last name, birth date, gender, city, state and zip, social profile urls, profile photo
- Account information, such as your username and password, email address, phone number and any account preferences for the Services.
- **Feedback or correspondence**, such as information you provide when you contact us with questions, feedback, or otherwise correspond with us.
- **Usage information**, such as information about how you use the Services and interact with us, including information you provide when you use any interactive features of the Services.
- **Marketing information**, such as your preferences for receiving communications about our products, activities, and publications, and details about how you engage with our communications.
- **Other information** that we may collect which is not specifically listed here, but which we will use in accordance with this Privacy Policy or as otherwise disclosed at the time of collection.

If you choose to create a Ranker account, the personal information you chose to enter including name, gender, profile picture or other details, may be made visible to other Ranker users on your Ranker account page. This may include the date you opened your account, the date you last logged into your account, and various other information. If you choose to communicate with other Ranker users, you alone are responsible for any events or actions that might result from such communication; Ranker is not responsible for conversations between its users, either on the site or elsewhere.

If you so choose, you can use our Services without revealing any personally identifiable information about yourself. However, certain users choose to interact with Ranker in ways that require Ranker to gather personally identifying information. The amount and type of information that Ranker gathers depends on the nature of the interaction. For example, to engage with certain Services we may invite you to contact us with questions or comments or feedback,

participate in list creation and/or voting, questionnaires or contests, recommend or rate content, or complete a registration form. Ranker does not disclose personally identifying information other than as described herein. And users can always refuse to supply personally identifying information.

#### Information we obtain from social media platforms

We may maintain pages for Ranker on social media platforms, such as Facebook, Instagram, Twitter, LinkedIn, etc. When you visit or interact with our pages on those platforms, the platform provider's privacy policy will apply to your interactions and their collection, use, and processing of your personal information. You or the platforms may provide us with information through the platform, and we will treat such information in accordance with this Privacy Policy.

If you choose to connect your account on a third-party platform or network to the Services, like using your social account to access, we may collect information from that platform or network. For example, this information may include your Medium username, profile picture, and other profile information. You may also have the opportunity to provide us with additional information via the third-party platform or network, such a list of your connections. You can read more about your privacy choices for social media networks and other third-party platforms below.

#### Information we obtain from other third-parties

We may receive personal information about you from third-party sources, such as marketing partners, publicly-available sources, and data providers.

#### **Cookies and Other Information Collected by Automated Means**

We, our service providers, and our business partners may automatically log information about you, your computer or mobile device, and activity occurring on or through the Services by using different types of tracking technology, including server logs. This information that may be collected automatically includes your computer or mobile device operating system type and version number, manufacturer and model; device identifier and/or user ID and/or advertising ID; browser type; screen resolution; IP (Internet Protocol) address; the website you visited before browsing to our website; general location information such as city, state or geographic area; and information about your use of and actions on the Services, such as pages or screens you viewed, how long you spent on a page or screen, navigation paths between pages or screens, information about your activity on a page or screen, dates and times you visited/access times, and length of access; uploaded or download materials; ads that you clicked on; information from your Facebook account that you make publicly available, which is provided to us by Facebook via the Facebook APIs. Our service providers and business partners may collect this type of information over time and across third-party websites and mobile applications. Ranker allows for the RSS syndication of its public content within the Ranker website.

When using our Services, we may sometimes collect your personal information, including device IDs, advertising IDs, other identifiers, or pseudonymous IDs used to track activity and behavior for purposes of advertising, analytics and personalization without revealing personal information. The information may include IP addresses, and/or hashed/encrypted versions of your email address. All information will not identify you directly but may reveal your identity

indirectly through your device or other means. To opt out of this use you may <u>contact us</u> via our email web form.

See our <u>Cookie Policy</u> for more information.

## How we Use Your Personal Information

We use your personal information for the following purposes and as otherwise described in this Privacy Policy or at the time of collection:

### To Operate The Services

We use your personal information to:

- provide, operate, and improve the Services;
- establish and maintain your user profile on the Services;
- facilitate social features of the Services;
- communicate with you about the Services, offers and events offered by Ranker or others, including by sending you announcements, updates, security alerts, and support and administrative messages;
- understand your interests and personalize your experience with the Services including delivering recommendations, advertisements, content, and features that match your interests;
- enhance our advertising and measurement systems to present relevant ads on and off our Services
- provide measurement and advertising services to third-party apps, websites, and advertisers, so that they can better understand the usage of their services, the effectiveness of their ad campaigns, and plan and deliver future ads based on interests;
- monitor and analyze the usage of our Services;
- detect, investigate, and prevent fraudulent and other illegal activities to protect the rights, safety, and property of Ranker;
- provide support and maintenance for the Services; and
- respond to your requests, questions, and feedback.

### For research and development

We analyze use of the Services to improve the Services and to develop new products and services.

### To send you marketing and promotional communications

We may send you marketing communications as permitted by law. You can opt out of our marketing and promotional communications as described below.

### To comply with law, fraud prevention, and safety

We use your personal information as we believe necessary or appropriate to comply with applicable laws, lawful requests, and legal process, such as to respond to subpoenas or requests from government authorities. We may use your personal information and disclose it to

law enforcement, government authorities, and private parties as we believe necessary or appropriate to: (a) protect our, your, or others' rights, privacy, safety, or property (including by making and defending legal claims); (b) enforce the terms and conditions that govern the Services; and (c) protect, investigate, and deter against fraudulent, harmful, unauthorized, unethical, or illegal activity.

#### With your consent

In some cases we may specifically ask for your consent to collect, use, or share your personal information, such as when required by law.

## How We Share Your Personal Information

We do not share your personal information with third-parties without your consent, except in the following circumstances or as otherwise described in this Privacy Policy:

#### Affiliates

We may share your personal information with Ranker's current and future parents, affiliates, subsidiaries and other companies under our common control and ownership to administer and deliver our Services for purposes consistent with this Privacy Policy.

#### Service providers

We may share your personal information with third-party companies and individuals that provide services on our behalf or help us operate the Services (such as customer support, hosting, analytics, email delivery, marketing, database management services, maintenance, and security service). These third-parties may use your personal information only as authorized.

#### **Partners/Advertising Partners**

We may sometimes share your personal information with business partners or enable them to collect information directly via our Services including device IDs, advertising IDs, or other identifiers, or pseudonymous IDs. The information we may sell to business partners may include IP addresses, and/or hashed/encrypted versions of your email address. All information will not identify you directly, but may reveal your identity indirectly through your device or other means.

We engage third-party advertisement partners and advertising networks to serve advertisements on our behalf across the Internet and provide analytics services to us. Therefore, when you use our website, we may share information that we collect from you, such as your email (in hashed form), IP address or information about your browser or operating system, with our identity partners/service providers. These partners return an online identification code that we may store in our first-party cookie for our use in online, in-app, and cross-channel advertising and it may be shared with advertising companies to enable interest-based and targeted advertising. To opt out of this use, please click <u>here</u>.

We also use third-party advertising companies and advertising networks to provide augmented website functionality and do data analyses in aggregate. These, and other companies may use

information about your visits to this and other websites in order to provide advertisements about goods and services of interest to you. They may do this by using Cookies and web beacons, among other things. (See, e.g., http://en.wikipedia.org/wiki/Web\_beacons.) Some third-parties might use third party cookies in the ads served on the Website. When users visit the Website and either view or click on an ad, a cookie may be dropped on that end user's browser. The data gathered from these Cookies will be used to help better serve and manage ads on our Website.

We may use Google to serve ads on Ranker. Google uses cookies or unique device identifiers, in combination with their own data, to show you ads based on your visit to ranker.com and other websites. You can opt out of the use of the Google cookie by visiting the related <u>Google privacy</u> policy. Although we may attempt to contractually limit what third-party advertising companies and networks do, we have no ability to monitor or control what they do. Although we attempt to contractually require that these companies shall always allow the end-user (you) to easily and completely uninstall any means of tracking the end-user without regenerating the means of such tracking, we cannot assure that this will occur and, therefore, you consent to these types of practices. If you would like more information about what many advertising companies and advertising networks do and to know some of your choices about not having this information used by the companies that are members of the Network Advertising Initiative, please visit https://thenai.org/opt-out/. We cannot assure that all of our third-party advertising companies and advertising networks are members of the Network Advertising Initiative, or that they comply with the policies of the Network Advertising Initiative.

See our <u>Cookie Policy</u> for more information about third-parties that collect information through our Services with Cookies and similar technologies.

#### Third-party platforms and social media networks

If you have enabled features or functionality that connect the Services to a third-party platform or social media network (such as by connecting your account with a third-party to the Services or sharing content via a third-party platform), we may disclose the personal information that you authorized us to share and the data generated by Cookies, web beacons, logs and the aggregated information. We may share information with consultants, data processors, service providers, and other trusted businesses that enable our digital advertising business-to-business activities. Such third-party entities may be obligated to use your personally identifiable information to provide the services to us. We do not control the third-party's use of your personal information.

### Other Users of the Services and the Public

We may provide functionality that enables you to disclose personal information to other users of the Services or the public. For instance, if you submit content to the Services (such as comments to a post), we may display some information, such as your name and a link to your user profile along with the content you submit. We do not control how other users or third parties use any personal information that you make available to other users or the public.<sup>[7]</sup>

### **Professional advisors**

We may disclose your personal information to professional advisors, such as lawyers, bankers, auditors, and insurers, where necessary in the course of the professional services that they render to us.

#### For compliance, fraud prevention and safety

We may share your personal information for the compliance, fraud prevention and safety purposes described above including disclosing information to companies, organizations, or individuals outside of Ranker if required by any applicable law or legal process, or if we believe your actions are inconsistent with our user agreements or to protect the rights, property, or safety of Ranker or others.

#### **Government Requests**

Notwithstanding anything to the contrary in this policy, we may preserve or disclose your information if we believe that it is reasonably necessary to comply with a law, regulation, or legal request (including upon receipt of what we believe may be a valid subpoena, whether issued by a Court that has jurisdiction over Ranker or not) or to protect the safety, property, or rights of Ranker or others. Please note that Ranker reserves the right to assert that only the Federal District Court of the Central District of California, and the Los Angeles County Superior Court, have jurisdiction, and subpoenas from outside those jurisdictions must be "domesticated," though we are not obligated to do so. However, nothing in this policy is intended to limit any legal defenses or objections that you may have to a third-party or government request to disclose your information.

#### **Business transfers**

We may sell, transfer, or otherwise share some or all of our business or assets, including your personal information, in connection with a (potential) business transaction such as a corporate divestiture, merger, consolidation, acquisition, reorganization or sale of assets, or in the event of bankruptcy or dissolution.

### **Your Choices**

In this section, we describe the rights and choices available to all users. Users who are located within Europe can find additional information about their rights below.

#### Access or update your information

If you have registered for an account with us, you may review and update certain personal information in your account profile by logging into your account.

#### Opt out of marketing communications

Ranker.com wants you to retain full control of the types of emails you receive. By default, you will receive emails that we identify as enhancing the functionality of our products and services, emails about transactions that you have initiated or are involved in, and emails regarding your account, security and settings at Ranker.com. We may also occasionally send out announcements about the site or regarding your followers, groups and content on Ranker, and we may allow people to message you regarding various types of activity on Ranker. You may opt out of marketing emails by following the unsubscribe instructions at the bottom of the email.

Please allow up to 24 hours for all changes to take effect. You may continue to receive service-related and other non-marketing emails.

#### Cookies & browser web storage

Users may opt out of the use of Google advertising cookies by visiting their <u>advertising opt-out</u> <u>page</u>. For information on how to disable Cookies and similar technologies used in the Services, see our <u>Cookie Policy</u>.

#### Choosing not to share your personal information

Where we are required by law to collect your personal information, or where we need your personal information to provide the Services to you, if you do not provide this information when requested (or you later ask to delete it), we may not be able to provide you with the Services. We will tell you what information you must provide to receive the Services by designating it as required at the time of collection or through other appropriate means.

#### Third-party platforms or social media networks

If you choose to connect to the Services via a third-party platform or social media network, you may have the ability to limit the information that we may obtain from the third-party at the time you connect your third-party account to the Services. Subsequently, you may be able to control your settings through the third-party platform. If you withdraw our ability to access certain information from a third-party platform or social media network, that choice will not apply to information that we have already received from that third-party.

## Other Sites, Mobile Applications, and Services

The Services may contain links to, or content or features from, other websites and online services operated by third-parties. These links are not an endorsement of, or representation that we are affiliated with, any third-party. In addition, our content may be included on web pages or in mobile applications or online services that are not associated with us. We do not control third-party websites, mobile applications, or online services, and we are not responsible for their actions. Other websites and services follow different rules regarding the collection, use, and sharing of your personal information. We encourage you to read the privacy policies of the other websites and mobile applications and online services you use.

### **Nielsen Privacy Policy**

Our properties may feature Nielsen proprietary measurement software, which will allow you to contribute to market research, such as Nielsen TV Ratings. To learn more about the information that Nielsen software may collect and your choices with regard to it, please see the Nielsen Digital Measurement Privacy Policy at <u>http://priv-policy.imrworldwide.com</u>.

### Google/YouTube Privacy Policy

Our properties may feature embedded YouTube videos and related YouTube video APIs. To learn more about the information that Google may collect and your choices with regard to it, please see the Google Privacy Policy at <u>https://policies.google.com/privacy</u>.

### **Captify Technologies Privacy Notice**

Our properties may utilize the Captify Technologies services including pixels, which will allow Captify to collect data regarding your online activities over time and across Ranker owned and operated websites, mobile application and online services, as applicable, for the purposes of using such data to:

- Display ads that may be more relevant to your interest or personal information based on the information they collect
- Monitoring and analyzing trends, usage and activities
- Providing information to our clients and partners about the performance of their advertising campaigns and websites, and improving performance over time
- Detecting fraud to help alert us to situations which could not have been caused by human behavior, such as a massive amount of clicking in a limited period of time
- Training our software and modelling algorithms
- Development and improvement of technologies and services

To learn more about how Captify may collect and use your information and how to exercise your rights, please see the <u>Captify Privacy Notice</u>.

# **Security Practices**

The security of your personal information is important to us. We employ a number of organizational, technical and physical safeguards designed to protect the personal information we collect. However, security risk is inherent in all internet and information technologies and we cannot guarantee the security of your personal information. As of the date of this policy, it is our policy to use the following security practices: Encryption, password protection, and other security measures to help prevent unauthorized access to your personally identifiable information. YOU ARE RESPONSIBLE FOR MAINTAINING THE SECRECY OF YOUR UNIQUE PASSWORD AND ACCOUNT INFORMATION AT ALL TIMES. WE CANNOT, HOWEVER, ENSURE OR WARRANT THE SECURITY OF ANY INFORMATION YOU TRANSMIT TO US, AND YOU DO SO AT YOUR OWN RISK. ONCE WE RECEIVE YOUR TRANSMISSION OF INFORMATION, WE MAKE COMMERCIALLY REASONABLE EFFORTS TO ENSURE THE SECURITY OF OUR SYSTEMS. HOWEVER, PLEASE NOTE THAT THIS IS NOT A GUARANTEE THAT SUCH INFORMATION MAY NOT BE ACCESSED, DISCLOSED, ALTERED, OR DESTROYED BY BREACH OF ANY OF OUR PHYSICAL, TECHNICAL, OR MANAGERIAL SAFEGUARDS. IF WE LEARN OF A SECURITY SYSTEMS BREACH. THEN WE MAY ATTEMPT TO NOTIFY YOU ELECTRONICALLY SO THAT YOU CAN TAKE APPROPRIATE PROTECTIVE STEPS. WE MAY POST A NOTICE ON THE WEBSITE IF A

SECURITY BREACH OCCURS. DEPENDING ON WHERE YOU LIVE, YOU MAY HAVE A LEGAL RIGHT TO RECEIVE NOTICE OF A SECURITY BREACH IN WRITING.

### **Data Retention**

We retain your information for as long as necessary where we have an ongoing legitimate business need to do so (for example, to provide you with a service you have requested; to comply with applicable legal, tax or accounting requirements; to establish or defend legal claims; or for fraud prevention)

# **California Privacy Rights**

### Print PDF Version

This privacy notice ("Notice") explains how Ranker, Inc., (collectively, "**Ranker**", "**we**", "**us**", or "**our**") collects, uses, and shares personally identifiable information if you visit www.ranker.com, our websites, applications, other 'offerings', or our other websites or services that link to this California Privacy Policy about California residents and their rights with respect to that information.

### 1. Scope.

This Notice applies only to "personal information", as defined in the California Consumer Privacy Act of 2018 as amended including by CPRA (the "CCPA"), that we collect to the extent we qualify as a "business" as defined in the CCPA, but does not apply to personal information excluded from the scope of the CCPA. This Notice does not apply to you if you are not a California resident or you are otherwise not entitled to a notice under CCPA. In addition, this Notice does not apply to personal information covered by a different privacy notice that we give to California residents, such as the privacy notices we give to our California employees (and their beneficiaries), consultants, contractors, directors, owners, business contacts (such as on-site visitors, event attendees, contacts at partner companies), and job candidates. Sections Personal Information We Collect, How We Use Your Personal Information, How We Share Your Personal Information of this Notice describe our practices currently and during the twelve months preceding the effective date of this Notice.

### 2. Personal Information We Collect

Personal Information that is, and may be, collected by Ranker	Third-Party Information disclosed for a Business Purpose
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Identification and demographics: For example, a real name, alias/user/account name, password, postal city, state, zip, birthdate, unique personal identifiers, email address, or other similar identifiers including identification information about referrals/shared contacts you provide.	Advertising Networks Social Networks Third-Parties Other Users
Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)): For example: name, address	Advertising Networks Social Networks Third-Parties
User-generated content: For example: Information you may submit to us, such as votes.	Advertising Networks Social Networks Third-Parties Other Users
Device information and identifiers: For example: IP (Internet Protocol) address, cookie IDs, browser type and language, operating system, platform type, device type, device ID, unique ID, advertising ID, advertising and app identifiers and/or hashed/encrypted email address or other identifier, or pseudonymous IDs which will not identify you directly, but may reveal your identity indirectly through your device or other means.	Advertising Networks Business Partners Social Networks Third-Parties
Internet or other electronic network activity: For example: Browsing activity, scrolling activity, search history, information on a consumer's interaction with an internet website, application, search or advertisement.	Advertising Networks Social Networks Third-Parties
Geolocation data: For example: Location or movement based on city, state, ZIP code associated with your IP address or derived through Wi-Fi triangulation (permission based from GPS-based functionality on your mobile device).	Third-Parties Other Users

Research and feedback: For example: comments that you send us through online forms and social media platforms, by email, over the phone, by mail, or in surveys.	Third-Parties Other Users
Inferences drawn from other personal information to create a profile about a consumer:	Third-Parties
For example: Profile reflecting a consumer's preferences, characteristics, predispositions, behavior, attitudes, and aptitudes.	Other Users

### 3. How We Use Personal Information

We may also use personal information for other purposes consistent with the Notice or that are explained to you at the time of collection of your personal information.

### 4. How We Disclose Personal Information

We may disclose for business purposes all of the categories of personal information described above with the following categories of Third-Parties:

- **Affiliates:** Our affiliates, for purposes consistent with this Notice or to operate shared infrastructure, systems and technology.
- Service providers: Companies that provide us with services that help us provide services or operate our business, such as IT and software services, mailing services, marketing services, event management services, cyber security services, and office security services.
- **Government entities and law enforcement:** Government authorities, law enforcement, courts, and others [as described in the compliance and protection section above].
- **Corporate transaction participants**: Parties to transactions and potential transactions for the sale, transfer or licensing of a portion or all of our business or assets, including your personal information, such as a corporate divestiture, merger, consolidation, acquisition, reorganization or sale of assets, or in the event of bankruptcy or dissolution.
- **Professional advisors**: Our lawyers, accountants, bankers, and other outside professional advisors in the course of the services they provide to us.
- **Other**: We may also share personal information with other categories of third-parties with your consent or as described to you at the time of collection of your personal information.

### 5. Selling or Sharing Personal Information

# Categories of Personal Information Shared and Categories of Third-Parties We Shared With

The following categories of personal information may be shared to a third-party for the purpose of cross-context behavioral advertising:

- Personal identifiers, such as user name and zip;
- Internet or other electronic network activity information, such as your IP address, type of browser, version of operating system, carrier and/or manufacturer, device identifiers, device event information, make and model of device, and mobile advertising identifiers; and
- Information regarding your use of our Website, such as rating/voting

Each of the categories of personal information listed above may be shared with the following categories of third parties for the purpose of cross-context behavioral advertising:

- Advertising publishers that place advertisements on our behalf, such as Google or Meta;
- Advertising partners that place advertisements on our Website on behalf of other advertisers; and
- Parties that provide statistical and analytic information regarding the effectiveness of our marketing

The categories of personal information that may be sold to business partners, which will not identify you directly, but may reveal your identity indirectly through your device or other means may include:

- IP (Internet Protocol) addresses, type of browser, version of operating system, carrier and/or manufacturer, device identifiers, device event information, make and model of device, and mobile advertising identifiers;
- hashed/encrypted version of email address;
- Information regarding your use of our Website, such as rating/voting

### 6. Minors

Ranker, Inc., is not directed to children, and we don't knowingly collect personal information from children under the age of 16; accordingly we don't knowingly share the personal information from children under the age of 16 for cross-context behavioral advertising nor do we sell that information. If we find out that a child under 16 has given us personal information, we will take steps to delete that information. If you believe that a child under the age of 16 has given us personal information, please contact us at <a href="mailto:ccpa@ranker.com">ccpa@ranker.com</a>.

### 7. 'Sensitive' Personal Information.

Ranker, Inc., does not use or disclose 'sensitive' personal information other than to provide you our Website as permitted by California law. Ranker, Inc., does not sell or share sensitive personal information for the purpose of cross-context behavioral advertising.

### 8. Deidentified Information

As mentioned in our <u>Privacy Policy</u>, personal information does not include information that is deidentified. When we receive or use deidentified information, we maintain it in deidentified form and do not attempt to reidentify the information.

### 9. No Financial Incentives

We do not offer financial incentives to consumers based upon the retention or sale of a consumer's personal information.

### 10. Retention of Personal Information.

We retain your information for as long as necessary where we have an ongoing legitimate business need to do so (for example, to provide you with a service you have requested; to comply with applicable legal, tax or accounting requirements; to establish or defend legal claims; enforce our terms and policies or for fraud prevention) This means we keep your profile information for as long as you maintain an account.

### **11. Exercising Your Rights**

California law provides some California residents with the rights listed below. To exercise these rights see the "Exercising Your California Privacy Rights" section below.

**Right to Know.** You have the right to know and see what personal information we have collected about you, including:

- The categories of personal information we have collected about you;
- The categories of sources from which the personal information is collected;
- The business or commercial purpose for collecting or sharing your personal information;
- The categories of third-parties with whom we have disclosed your personal information; and
- The specific pieces of personal information we have collected about you.

**Right to Delete**. You have the right to request that we delete the personal information we have collected from you up until the time of the request to Delete (and direct our service providers to do the same).

Right to Correct. You have the right to request that we correct inaccurate personal information.

**Right to Opt Out.** You have the right to opt out of certain uses and sharing of personal information, including any sale of personal information, sharing of personal information for cross-contextual behavioral advertising purposes, or use of sensitive personal information for certain purposes (e.g., use or disclosure beyond what is reasonably necessary to provide the services or provide the goods reasonably expected by an average consumer).

**Other Rights.** You can request certain information about our disclosure of personal information to third parties for their own direct marketing purposes during the preceding calendar year. This request is free and may be made once a year. You also have the right not to be discriminated against for exercising any of the rights listed above, the right to Initiate a private cause of action, and the right to limit use and disclosure of sensitive personal information, if collected.

We engage third-party advertisement partners and advertising networks to serve advertisements on our behalf across the Internet and provide analytics services to us. Therefore, when you use our website, we may share information that we collect from you, such as your email (in hashed form), IP address or information about your browser or operating system, with our identity partners/service providers. These partners return an online identification code that we may store in our first-party cookie for our use in online, in-app, and cross-channel advertising and it may be shared with advertising companies to enable interest-based and targeted advertising. To learn how to protect your choices and/or opt out of this use, please click here (YourAdChoices).

Exercising Your California Privacy Rights. To request access to or deletion of your personal information, or to exercise your full rights as outlined by CCPA, please email us directly at ccpa@ranker.com, include the subject "CCPA" along with your request details and your full name, and other forms of identity verification such as email or phone number.

Or, including the same information as above, you can write to: Ranker, Inc. Attn: CCPA Request 6420 Wilshire Blvd, Suite 1900 Los Angeles, CA 90048

**Verification of Your Identity.** To respond to some rights we may need to verify your request with further verification information regarding your identity, e.g. either by asking you to log in and authenticate your account or otherwise verify your identity by providing information about yourself or your account. If you do not have an account with us, additional information to verify your identity may be required by law before we may take action upon a request. This additional information may vary depending on the nature of your request and the nature of the information you are requesting. In some cases, we may also be required by law to obtain a signed declaration under penalty of perjury from you attesting that you are the subject of the request. If we suspect fraudulent or malicious activity on or from your account, we will delay taking action on your request until we can appropriately verify your identity and the request as authentic.

You may designate an authorized agent to make a request on your behalf pursuant to applicable law. We accept documentation of your designation in the form of a valid power of attorney or a notarized statement. We may require verification of your authorized agent in addition to the information for verification above for consumers and households.

**Use of Verification Information.** Information that you submit for the purpose of allowing us to verify your identity in furtherance of a consumer-related or household-related request pursuant to California law will only be used by us, and our service providers if any, for that purpose and no other. Except where we are required by or advisable under law to maintain this information for record-keeping purposes, we will take steps to delete any new personal information collected for the purpose of verification as soon as practical after processing your request.

**Exceptions.** Please also be aware that making a request does not ensure complete or comprehensive removal or deletion of Personal Information or content you may have posted, and in some circumstances the law does not require or allow us to fulfill your request. This may occur where fulfilling your request may infringe upon the rights and freedoms of other consumers.

**Response Timing and Format.** We aim to respond to a consumer request in relation to these rights within 45 days of receiving that request via email in a portable format, if technically feasible. If we require more time, we will inform you of the reason and extension period in writing.

**Request Fees.** We reserve the right to charge a reasonable fee or take other appropriate action in response to requests from a consumer or household that are manifestly unfounded or excessive, in particular because of their repetitive character.

# Virginia Consumer Data Protection

**Your Virginia Rights Regarding Your Personal Data.** The Virginia Consumer Data Protection Act ("VCDPA") provides Virginia consumers with specific rights listed below. To exercise these rights see the "Exercising Your Virginia Privacy Rights" section below.

**Right to Know.** You have the right to know and see what personal data we have collected about you. You have the right to receive personal data in a portable, readily usable format where you provided us the personal data or where it results from automated processing.

**Right to Correct.** You have the right to request that we correct inaccurate personal data.

**Right to Delete.** You have the right to request that we delete the personal data we have collected about you.

**Right to Opt Out.** You have the right to opt out of targeted advertising and the sale of your data (as defined under Virginia law) and to opt out of the use of your personal data for profiling for automated decision making with significant effects.

**Other Rights.** You also have the right not to be discriminated against for exercising any of the rights listed above, and the right to data portability.

**Exercising Your Virginia Privacy Rights.** To request access to or deletion of your personal data, or to exercise any other privacy rights under Virginia law as outlined by the VCDPA, you may <u>contact us</u> via our email web form. We aim to respond to a consumer request in relation to these rights within 45 days of receiving that request via email in a portable format, if technically feasible. If we require more time, we will inform you of the reason and extension period in writing.

Or you can write to: Ranker, Inc. Attn: VCDPA Request 6420 Wilshire Blvd, Suite 1900 Los Angeles, CA 90048

We engage third-party advertisement partners and advertising networks to serve advertisements on our behalf across the Internet and provide analytics services to us. Therefore, when you use our website, we may share information that we collect from you, such as your email (in hashed form), IP address or information about your browser or operating system, with our identity partners/service providers. These partners return an online identification code that we may store in our first-party cookie for our use in online, in-app, and cross-channel advertising and it may be shared with advertising companies to enable interest-based and targeted advertising. To opt out of this use, please click <u>here</u>.

To opt out of targeted advertising and the sale of personal data, you may also visit here.

To appeal our decision regarding a request related to these rights, you may email us at <u>privacy@ranker.com</u>.

# **Colorado Privacy Rights**

**Your Colorado Rights Regarding Your Personal Data.** Colorado law provides some Colorado residents with the rights listed below. To exercise these rights see the "Exercising Your Colorado Privacy Rights" section below.

**Right to Know.** You have the right to know and see what personal data we have collected about you in a portable, readily usable format (where portability is feasible).

Right to Correct. You have the right to request that we correct inaccurate personal data.

**Right to Delete.** You have the right to request that we delete the personal data we have collected about you.

**Right to Opt Out.** You have the right to opt out of targeted advertising and the sale of your data (as defined under Colorado law).

**Exercising Your Colorado Privacy Rights.** To request access to or deletion of your personal data, or to exercise any other privacy rights under Colorado law, you may <u>contact us</u> via our email web form. We aim to respond to a consumer request in relation to these rights within 45 days of receiving that request via email in a portable format, if technically feasible. If we require more time, we will inform you of the reason and extension period in writing.

Or you can write to: Ranker, Inc. Attn: Colorado Rights Request 6420 Wilshire Blvd, Suite 1900 Los Angeles, CA 90048

We engage third-party advertisement partners and advertising networks to serve advertisements on our behalf across the Internet and provide analytics services to us. Therefore, when you use our website, we may share information that we collect from you, such as your email (in hashed form), IP address or information about your browser or operating system, with our identity partners/service providers. These partners return an online identification code that we may store in our first-party cookie for our use in online, in-app, and cross-channel advertising and it may be shared with advertising companies to enable interest-based and targeted advertising. To opt out of this use, please click <u>here</u>.

To opt out of targeted advertising and the sale of personal data, you may also visit here.

To appeal our decision regarding a request related to these rights, you may email us at <u>privacy@ranker.com</u>.

**Verification of Your Identity.** To respond to some rights we may need to verify your request with further verification information regarding your identity, e.g. either by asking you to log in and authenticate your account or otherwise verify your identity by providing information about yourself or your account. If you do not have an account with us, additional information to verify your identity may be required by law before we may take action upon a request. This additional information may vary depending on the nature of your request and the nature of the information you are requesting. In some cases, we may also be required by law to obtain a signed declaration under penalty of perjury from you attesting that you are the subject of the request. If we suspect fraudulent or malicious activity on or from your account, we will delay taking action on your request until we can appropriately verify your identity and the request as authentic.

You may designate an authorized agent to make a request on your behalf pursuant to applicable law. We accept documentation of your designation in the form of a valid power of attorney or a notarized statement. We may require verification of your authorized agent (signed permission or in some cases confirmation that you provided the agent permission to submit the request) in addition to the information for verification above for consumers and households.

# **Connecticut Privacy Rights**

**Your Connecticut Rights Regarding Your Personal Data.** Connecticut law provides some Connecticut residents with the rights listed below. To exercise these rights see the "Exercising Your Connecticut Privacy Rights" section below.

**Right to Know.** You have the right to know and see what personal data we have collected about you in a portable and readily useable format (subject to certain exception).

Right to Correct. You have the right to request that we correct inaccurate personal data.

**Right to Delete.** You have the right to request that we delete the personal data we have collected about you.

**Right to Opt Out.** You have the right to opt out of targeted advertising, the sale of your data (as defined under Connecticut law), and use of your data for profiling for automated decision making with significant effects.

**Exercising Your Connecticut Privacy Rights.** To request access to or deletion of your personal data, or to exercise any other privacy rights under Connecticut law, you may <u>contact us</u> via our email web form. We aim to respond to a consumer request in relation to these rights within 45 days of receiving that request via email in a portable format, if technically feasible. If we require more time, we will inform you of the reason and extension period in writing.

Or you can write to: Ranker, Inc. Attn: Connecticut Rights Request 6420 Wilshire Blvd, Suite 1900 Los Angeles, CA 90048

We engage third-party advertisement partners and advertising networks to serve advertisements on our behalf across the Internet and provide analytics services to us. Therefore, when you use our website, we may share information that we collect from you, such as your email (in hashed form), IP address or information about your browser or operating system, with our identity partners/service providers. These partners return an online identification code that we may store in our first-party cookie for our use in online, in-app, and cross-channel advertising and it may be shared with advertising companies to enable interest-based and targeted advertising. To opt out of this use, please click <u>here</u>.

To opt out of targeted advertising and the sale of personal data, you may also visit here.

To appeal our decision regarding a request related to these rights, you may email us at <u>privacy@ranker.com</u>.

# **Utah Privacy Rights**

**Your Utah Rights Regarding Your Personal Data.** Utah law provides some Utah residents with the rights listed below. To exercise these rights see the "Exercising Your Utah Privacy Rights" section below.

**Right to Know.** You have the right to know and see what personal data we have collected about you in a portable format.

**Right to Delete.** You have the right to request that we delete the personal data we have collected about you.

**Right to Opt Out.** You have the right to opt out of targeted advertising (as defined under Utah law).

**Exercising Your Utah Privacy Rights**. To request access to or deletion of your personal data, or to exercise any other privacy rights under Utah law, you may <u>contact us</u> via our email web form. We aim to respond to a consumer request in relation to these rights within 45 days of receiving that request via email in a portable format, if technically feasible. If we require more time, we will inform you of the reason and extension period in writing.

Or you can write to: Ranker, Inc. Attn: Utah Privacy Request 6420 Wilshire Blvd, Suite 1900 Los Angeles, CA 90048

We engage third-party advertisement partners and advertising networks to serve advertisements on our behalf across the Internet and provide analytics services to us. Therefore, when you use our website, we may share information that we collect from you, such as your email (in hashed form), IP address or information about your browser or operating system, with our identity partners/service providers. These partners return an online identification code that we may store in our first-party cookie for our use in online, in-app, and cross-channel advertising and it may be shared with advertising companies to enable interest-based and targeted advertising. To opt out of this use, please click <u>here</u>.

To opt out of targeted advertising and the sale of personal data, you may also visit here.

To appeal our decision regarding a request related to these rights, you may email us at <u>privacy@ranker.com</u>.

# **Nevada Privacy Rights**

**Exercising Your Nevada Rights.** You may review and request changes to your information or opt-out of the sale of your personal information by emailing <u>privacy@ranker.com</u>. Please include the subject "Nevada Rights" along with your request details and your full name, and other forms of identity verification such as email or phone number. We aim to respond to a consumer request in relation to these rights within 45 days of receiving that request via email in a portable format, if technically feasible. If we require more time, we will inform you of the reason and extension period in writing.

Or, including the same information as above, you can write to: Ranker, Inc. Attn: Nevada Rights Request 6420 Wilshire Blvd, Suite 1900 Los Angeles, CA 90048

We engage third-party advertisement partners and advertising networks to serve advertisements on our behalf across the Internet and provide analytics services to us. Therefore, when you use our website, we may share information that we collect from you, such as your email (in hashed form), IP address or information about your browser or operating system, with our identity partners/service providers. These partners return an online identification code that we may store in our first-party cookie for our use in online, in-app, and cross-channel advertising and it may be shared with advertising companies to enable interest-based and targeted advertising. To opt out of this use, please click <u>here</u>.

To opt out of targeted advertising and the sale of personal data, you may also visit here.

To appeal our decision regarding a request related to these rights, you may email us at <u>privacy@ranker.com</u>.

# **Montana Privacy Rights**

**Your Montana Rights Regarding Your Personal Data**. Montana law provides some Montana residents with the rights listed below. To exercise these rights see the "Exercising Your Montana Privacy Rights" section below.

**Right to Access.** You have the right to confirm whether we are processing your personal data and to access that data unless such confirmation or access would require the us to reveal a trade secret.

**Right to Correct.** You have the right to request that we correct inaccuracies in your personal data.

**Right to Delete.** You have the right to request that we delete the personal data we have collected about you.

**Right to Data Portability.** You have the right to a copy of your personal information in a portable and readily usable format.

**Right to Opt-Out of Data Processing.** You have the right to opt out of data processing for the following purposes of targeted advertising, the sale of personal information, and profiling. You may also designate an authorized agent to exercise the right to opt out on your behalf.

**Right to Opt-Out of Automated Decision Making.** You have the right to opt out of "profiling in furtherance of solely automated decisions that produce legal or similarly significant effects."

**Exercising Your Montanta Privacy Rights.** To request access to or deletion of your personal data, or to exercise any other privacy rights under Montana law, you may <u>contact us</u> via our email web form. We aim to respond to a consumer request in relation to these rights within 45 days of receiving that request via email in a portable format, if technically feasible. If we require more time, we will inform you of the reason and extension period in writing.

Or you can write to: Ranker, Inc. Attn: Montana Rights Request 6420 Wilshire Blvd, Suite 1900 Los Angeles, CA 90048

We engage third-party advertisement partners and advertising networks to serve advertisements on our behalf across the Internet and provide analytics services to us. Therefore, when you use our website, we may share information that we collect from you, such as your email (in hashed form), IP address or information about your browser or operating system, with our identity partners/service providers. These partners return an online identification code that we may store in our first-party cookie for our use in online, in-app, and cross-channel advertising and it may be shared with advertising companies to enable interest-based and targeted advertising. To learn how to protect your choices and/or opt out of this use, please click here (YourAdChoices).

To opt out of targeted advertising and the sale of personal data, you may also visit here.

To appeal our decision regarding a request related to these rights, you may email us at <u>privacy@ranker.com</u>.

### **Oregon Privacy Rights**

**Your Oregon Rights Regarding Your Personal Data.** Oregon law provides some Oregon residents with the rights listed below. To exercise these rights see the "Exercising Your Oregon Privacy Rights" section below.

**Right to Know.** You have the right to get a list of the specific entities that receive your personal data.

Right to Correct. You have the right to request we edit any inaccuracies in your personal data.

**Right to Delete.** You have the right to request that we delete the personal data we have collected about you.

**Right to Opt Out.** You have the right to say no to us selling, profiling or otherwise using your data for targeted advertising.

**Right to Data Portability.** You have the right to a copy of your personal information in a portable and readily usable format.

**Sensitive Data Protections.** Opt-in consent will be presented if ever this is personal data being shared which reveals racial or ethnic background, national origin, religious beliefs, mental or physical condition or diagnosis, sexual orientation, status as transgender or nonbinary, crime victim status, or citizenship or immigration status; genetic or biometric data; and precise geolocation data.

**Exercising Your Oregon Privacy Rights.** To request access to or deletion of your personal data, or to exercise any other privacy rights under Oregon law, you may <u>contact us</u> via our email web form. We aim to respond to a consumer request in relation to these rights within 45 days of receiving that request via email in a portable format, if technically feasible. If we require more time, we will inform you of the reason and extension period in writing.

Or you can write to: Ranker, Inc. Attn: Oregon Rights Request 6420 Wilshire Blvd, Suite 1900 Los Angeles, CA 90048

We engage third-party advertisement partners and advertising networks to serve advertisements on our behalf across the Internet and provide analytics services to us.

Therefore, when you use our website, we may share information that we collect from you, such as your email (in hashed form), IP address or information about your browser or operating system, with our identity partners/service providers. These partners return an online identification code that we may store in our first-party cookie for our use in online, in-app, and cross-channel advertising and it may be shared with advertising companies to enable interest-based and targeted advertising. To learn how to protect your choices and/or opt out of this use, please click here (YourAdChoices).

To opt out of targeted advertising and the sale of personal data, you may also visit here.

To appeal our decision regarding a request related to these rights, you may email us at <u>privacy@ranker.com</u>.

# **Texas Privacy Rights**

**Your Texas Rights Regarding Your Personal Data.** Texas law provides some Texas residents with the rights listed below. To exercise these rights see the "Exercising Your Texas Privacy Rights" section below.

**Right to Know.** You have the right to know and see what personal data we have collected about you in a portable and readily useable format (subject to certain exception).

Right to Correct. You have the right to request that we correct inaccurate personal data.

**Right to Delete.** You have the right to request that we delete the personal data we have collected or obtained about you.

**Right to Opt Out.** You have the right to opt out of targeted advertising, the sale of your data (as defined under Texas law), and use of your data for profiling for automated decision making with significant effects.

**Exercising Your Texas Privacy Rights.** To request access to or deletion of your personal data, or to exercise any other privacy rights under Texas law, you may <u>contact us</u> via our email web form. We aim to respond to a consumer request in relation to these rights within 45 days of receiving that request via email in a portable format, if technically feasible. If we require more time, we will inform you of the reason and extension period in writing.

Or you can write to: Ranker, Inc. Attn: Texas Rights Request 6420 Wilshire Blvd, Suite 1900 Los Angeles, CA 90048 We engage third-party advertisement partners and advertising networks to serve advertisements on our behalf across the Internet and provide analytics services to us. Therefore, when you use our website, we may share information that we collect from you, such as your email (in hashed form), IP address or information about your browser or operating system, with our identity partners/service providers. These partners return an online identification code that we may store in our first-party cookie for our use in online, in-app, and cross-channel advertising and it may be shared with advertising companies to enable interest-based and targeted advertising. To learn how to protect your choices and/or opt out of this use, please click here (YourAdChoices).

To opt out of targeted advertising and the sale of personal data, you may also visit here.

To appeal our decision regarding a request related to these rights, you may email us at <u>privacy@ranker.com</u>.

# **Children's Privacy**

The Services are not directed to, and we do not knowingly collect personal information from, anyone under the age of 16. If you are under 16 years of age, then do not use or access the Ranker website at any time or in any manner. If we learn that we have collected personal information of a child without the consent of the child's parent or guardian, we will delete it. We encourage parents with concerns to contact us at privacy@ranker.com.

### **Changes to this Privacy Policy**

At Ranker we are constantly working to improve the user experience. These changes, along with the ever-changing nature of the Internet, may cause Ranker to amend this Privacy Policy, by posting the amended version on the Services and indicating the effective date of the amended version. We may announce any material changes to this Privacy Policy through the Service and/or via email if we have your email address. In all cases, your continued use of the Services after the posting of any modified Privacy Policy indicates your assent to the amended Privacy Policy. If any modification is unacceptable to you, you shall cease using this Website. If you do not cease using this Website, you will be deemed to have accepted the change(s). In all cases, use of information we collect now is subject to the Privacy Policy in effect at the time such information is collected.

### **International Data Transfers**

Ranker, Inc., is headquartered in the United States. The information you enter on our Website or otherwise provided to Ranker may be transferred outside your state, province, or country where privacy laws may not be as protective as those in your state, province, or country.

## Notice to European Users

### The information provided in this section applies only to individuals in the <u>European</u> <u>Economic Area</u> and United Kingdom (collectively, "Europe").

#### Personal information

References to "personal information" in this Privacy Policy are equivalent to "personal data" governed by European data protection legislation. The information you enter on our Website or otherwise provided to Ranker may be transferred outside the European Economic Area where privacy laws may not be as protective as those in your European Economic Area.

In particular, you are advised that the United States of America uses a sectoral model of privacy protection that relies on a mix of legislation, governmental regulation, and self-regulation. Article 26 of the European Union's Data Protection Directive (Directive 95/46/EC, 1995 O.J. (L 281) 31) allows for transfer of personal data from the European Union to a third country if the individual has unambiguously given his consent to the transfer of personal information, regardless of the third country's level of protection. By agreeing to the terms of use and this privacy policy, you consent to the transfer of all such information to the United States of America which may not offer an equivalent level of protection to that required in the European Union and to the processing of that information by Ranker on its servers located in the United States of America as described in this Privacy Policy.

#### **Controller and Representative**

Ranker, Inc., is the controller of your personal information covered by this Privacy Policy for purposes of European data protection legislation.

### Legal bases for processing

The legal bases of our processing of your personal information as described in this Privacy Policy will depend on the type of personal information and the specific context in which we process it. However, the legal bases we typically rely on are set out in the table below. We rely on our legitimate interests as our legal basis only where those interests are not overridden by the impact on you (unless we have your consent or our processing is otherwise required or permitted by law). If you have questions about the legal basis of how we process your personal information, contact us at privacy@ranker.com.

Processing purpose	Legal basis
Details regarding each processing purpose listed below are provided in the section above titled "How We Use Your Personal Information".	

To operate the Services	Processing is necessary to perform the contract governing our provision of the Services or to take steps that you request prior to signing up for the Services. If we have not entered into a contract with you, we process your personal information based on our legitimate interest in providing the Services you access and request.
For research and development To send you marketing communications For compliance, fraud prevention and safety To create anonymous data	These activities constitute our legitimate interests.
To comply with law	Processing is necessary to comply with our legal obligations.
With your consent	Processing is based on your consent. Where we rely on your consent you have the right to withdraw it any time in the manner indicated when you consent or in the Services.

#### Use for new purposes

We may use your personal information for reasons not described in this Privacy Policy where permitted by law and the reason is compatible with the purpose for which we collected it. If we need to use your personal information for an unrelated purpose, we will notify you and explain the applicable legal basis.

### Sensitive personal information

We ask that you not provide us with any sensitive personal information (e.g. social security number, government-issued identification, payment card information, information related to racial or ethnic origin, political opinions, religion or other beliefs, health, biometrics or genetic characteristics, criminal background or trade union membership) on or through the Services, or otherwise to us.

### Retention

We retain personal information where we have an ongoing legitimate business need to do so (for example, to provide you with a service you have requested; to comply with applicable legal, tax or accounting requirements; to establish or defend legal claims; or for fraud prevention). When we have no ongoing legitimate business need to process your personal information, we

will either delete or anonymize it or, if this is not possible (for example, because your personal information has been stored in backup archives), then we will securely store your personal information and isolate it from any further processing until deletion is possible.

### Your rights

European data protection laws give you certain rights regarding your personal information. If you are located within Europe, you may ask us to take the following actions in relation to your personal information that we hold:

- Access: Provide you with information about how we process your personal information and give you access to your personal information.
- Correct: Update or correct inaccuracies in your personal information.
- Delete: Delete your personal information.
- Transfer: Transfer a machine-readable copy of your personal information to you or a third-party of your choice.
- Restrict: Restrict the processing of your personal information.
- Object: Object to our reliance on our legitimate interests as the basis of our processing of your personal information that impacts your rights.

Please email <u>help@ranker.com</u> to submit these requests. We may request specific information from you to help us confirm your identity and process your request. Applicable law may require or permit us to decline your request. If we decline your request, we will tell you why, subject to legal restrictions. If you would like to submit a complaint about our use of your personal information or our response to your requests regarding your personal information, you may email <u>help@ranker.com</u> or submit a complaint to the data protection regulator in your jurisdiction. You can find your data protection regulator <u>here</u>.

### **Cross-Border Data Transfer**

If we transfer your personal information from the European Economic Area to a country outside of it and are required to apply additional safeguards to your personal information under European data protection legislation, we will do so. Please email <u>help@ranker.com</u> for further information about any such transfers or the specific safeguards applied.

# **How To Contact Us**

If you have any questions or comments about this Policy or Ranker's privacy practices, or the collection and usage of your personal information please email us at privacy@ranker.com. You may also write to us via postal mail at:

Ranker, Inc. Attn: Legal - Policies 6420 Wilshire Blvd, Suite 1900 Los Angeles, CA 90048 We ask that you not provide us with any sensitive personal information (e.g. social security number, government-issued identification, payment card information, information related to racial or ethnic origin, political opinions, religion or other beliefs, health, biometrics or genetic characteristics, criminal background or trade union membership) on or through the Services, or when contacting us.

# **Cookie Policy**

This Cookie Policy explains how Ranker, Inc., and our corporate subsidiaries and affiliates (collectively, "**Ranker**", "**we**", "**us**", or "**our**") uses Cookies and similar technologies in connection with Ranker.com, our websites, applications, other 'offerings', or our others services that we own or control which posts or links to this Cookie Policy (collectively, the "**Services**"). This policy is applicable to all Ranker websites, apps, affiliates, brands and entities that Ranker Controls, including Ranker, Ranker Insights, and Watchworthy, as well as branded content from channels such as "Anime Underground", "Gaming", "Graveyard Shift", "Total Nerd", "Watchworthy", and "Weird History".

By using the Ranker Services, you acknowledge you have read and accept this Cookie Policy.

# What Are Cookies?

Cookies are small data files that are placed on your computer or mobile device when you visit a website. Cookies serve different purposes, like helping us understand how a site is being used, letting you navigate between pages efficiently, remembering your preferences and generally improving your browsing experience.

Our Sites may use both session Cookies (which expire once you close your web browser) and persistent Cookies (which stay on your computer or mobile device until you delete them).

We use two broad categories of Cookies:

(1) First-party Cookies, served directly by us to your computer or mobile device, which we use to recognize your computer or mobile device when it revisits our Sites; and

(2) Third-party Cookies, which are served by service providers or business partners on our Sites, and can be used by these parties to recognize your computer or mobile device when it visits other websites. Third-party Cookies can be used for a variety of purposes, including site advertising, analytics, and social media features.

Through the Cookies of third-party advertisers, analytics providers and ad networks, we can track your online activities over time and across third-party websites, apps and devices, by obtaining information through automated means. This information, along with information we gather when you log in, can be used to understand use across sites and devices to help improve our products, remember your preferences, provide content recommendations, and show you advertisements on the Ranker Services or other third-party websites and apps that may be tailored to your individual interests.

The information these third-parties may obtain on our behalf includes data about your visits to websites and use of apps that serve our advertisements, such as the pages, lists or ads you view and the actions you take on those websites or apps. This data collection takes place both on our sites, apps and emails, and on third-party websites and apps.

To learn how to manage Cookies, see 'your choices' below. However, we may not control these third-party Cookies and their use may be governed by the policies of the third-parties employing these Cookies.

# Information we obtain through Cookies

The information we obtain through the use of Cookies may include information about your computer, device, and browser, such as your IP address, browser, operating system and device characteristics, language preferences, mobile device or advertising ID, referring URLs, and actions taken by you on the Ranker Services such as what content you visited, whether you have used the Ranker Services before, dates and times you access the Ranker Services, email and advertising views and click-throughs, frequent list searches on the Ranker Services, and other software or hardware information. If you access the Ranker Services from a mobile or other device, we may collect information for that device such as a unique device identifier ("UDID"), mobile phone number, and details about your mobile carrier.

# What types of Cookies and similar technologies does Ranker use on the Sites?

On the Sites, we use Cookies and similar technologies in the following categories:

- Advertising Cookies We and our service providers may use Advertising Cookies to deliver ads that we believe are relevant to you and your interests. For example, we may use Advertising Cookies to customize the advertising and content you receive on the Ranker Services, to conduct interest-based advertising, to limit the number of times you see the same ad on the Ranker Services to help measure the effectiveness of our advertising campaigns, and to conduct market research. These Cookies remember what you have looked at or purchased on the Ranker Services and other sites, including cross-device data collection, and may be combined with other information acquired over time from third-parties, such as demographics and other marketing segment information, and we may share this information with other organizations, such as advertisers, in accordance with applicable law.
  - Who may serves the Cookies and how to control them:
    - Google; Google uses cookies or unique device identifiers, in combination with their own data, to show you ads based on your visit to ranker.com and other websites. You can opt out of the use of the Google cookie by visiting the related <u>Google privacy policy</u>.
    - <u>Meta</u>; Meta uses its own Cookies. You can learn more about Meta's advertising Cookies <u>here</u> and about how you can control Meta's advertising Cookies <u>here</u>.
    - <u>Permutive</u>; Permutive uses its own cookies. You can learn more about Permutive cookies <u>here</u> and about how you can control Permutive Cookies <u>here</u>.

- <u>Outbrain</u>; Outbrain uses its own cookies. You can learn more about Outbrain's cookies <u>here</u> and about how you can control Outbrain Cookies <u>here</u>.
- Analytics Cookies We and our service providers may use Analytics Cookies (or Performance Cookies) to collect information about your use of the Ranker Services to help create reports and statistics on the performance of the Ranker Services which enable us to improve the way they work. Analytics Cookies collect information such as your IP address, type of device, operating system, referring URLs, country information, date and time of page visits, and pages visited. The information may be combined with other information acquired over time from third-parties and allows us to count our audience size, see the overall patterns of usage on the Ranker Services and cross-devices, help us record any difficulties you have with the Ranker Services and show us whether our advertising is effective or not.
  - Who may serve the Cookies and how to control them:
    - <u>Adobe Analytic</u>; Adobe Analytics uses its own Cookies. You can find out more information about Adobe Analytics Cookies and how to control them <u>here</u>.
    - <u>Google Analytics</u>; Google Analytics uses its own Cookies. You can find out more information about Google Analytics Cookies <u>here</u> and about how Google protects your data <u>here</u>. You can prevent the use of Google Analytics relating to your use of our Sites by downloading and installing a browser plugin available <u>here</u>.
    - <u>comScore</u>; comScore uses its own Cookies. You can find out more information about Krux Cookies and how to control them <u>here</u>.
- Strictly Necessary Cookies These Cookies are essential to the Ranker Services in order to facilitate our authentication, registration or log-in process and enable you to navigate and use the features of the Ranker Services. Without these Cookies, you may not be able to take full advantage of our services or features, and the Ranker Services will not perform as smoothly for you as we would like.
  - Who may serve the Cookies and how to control them:
    - Ranker; See 'your choices' below
- Functionality Cookies In some circumstances, we may use Functionality Cookies to allow us to remember the choices you make while browsing the Ranker Services, to provide enhanced and more personalized content and features (such as customizing a certain webpage, asking you if you would like to subscribe to an email newsletter). In order to permit your connection to the Ranker Services, we receive and record information about your computer, device, and browser, potentially including your IP address, browser type, and other software or hardware information. If you access the

Ranker Services from a mobile or other device, we may collect a unique device identifier assigned to that device ("UDID"), geolocation data obtained with your consent where required by applicable law, or other traffic information for that device. All of these features help us, for example, improve your visit to the Ranker Services.

- Who may serve the Cookies and how to control them:
  - Ranker; See 'your choices' below
- Social Networking Cookies Our products may have social plug-in capabilities which may include Cookies used to allow you to register with or sign in to the Ranker Services using your social network account, and track both members and non-members of social networks for additional purposes such as behavioral advertising, analytics, and market research.
  - Who may serve the Cookies and how to control them:
    - <u>Meta;</u> Meta (includes Facebook) uses its own Cookies. You can learn more about Meta's advertising Cookies <u>here</u> and about how you can control Meta's advertising Cookies <u>here</u>.

# **Other Technologies**

In addition to Cookies, our Sites may use other technologies such as JavaScript, and pixel tags to collect information automatically which allows us to deliver and improve Ranker Services, and to display relevant content, products, services and advertising. Our use of Cookies may involve the processing of Personal Data (i.e., any information relating to an identified or identifiable individual, such as IP addresses, or other online mobile identifiers). Many companies offer programs that help you to visit websites anonymously. While Ranker will not be able to provide you with a personalized experience if we cannot recognize you, we want you to be aware that these programs are available.

### Browser Web Storage

We may use browser web storage (including via HTML5), also known as locally stored objects ("LSOs"), for similar purposes as Cookies. Browser web storage enables the storage of a larger amount of data than Cookies. Your web browser may provide functionality to clear your browser web storage.

#### Web Beacons

We may also use web beacons (which are also known as pixel tags and clear GIFs) on our Sites and in our HTML formatted emails to track the actions of users on our Sites and interactions with our emails. Unlike Cookies, which are stored on the hard drive of your computer or mobile device by a website, pixel tags are embedded invisibly on webpages or within HTML formatted emails. Pixel tags are used to demonstrate that a webpage was accessed or that certain content was viewed, typically to measure the success of our marketing campaigns or engagement with our emails and to compile statistics about usage of the Sites, so that we can manage our content more effectively.

### **Your Choices**

#### **Global Privacy Control responses**

In addition to rights you may have under laws that apply to you, you may take technological steps to affect your interactions with Cookies and related technologies.

Most browsers let you remove or reject Cookies. To do this, follow the instructions in your browser settings. Many browsers accept Cookies by default until you change your settings. If you make updates to your browser or device settings, or use an online link to opt out of Cookies, those updates apply to the device where you made the changes. Please note that by disabling or blocking any or all Cookies, some features of the Ranker Services may not operate as intended, or you may not have access to features or personalization available through the Ranker Services.

For more information about Cookies, including how to see what Cookies have been set on your computer or mobile device and how to manage and delete them, visit <u>www.allaboutcookies.org</u>. If you do not accept our Cookies, you may experience some inconvenience in your use of our Sites.

Users may opt out of receiving targeted advertising on websites through members of the Network Advertising Initiative by clicking <u>here</u> or the Digital Advertising Alliance by clicking <u>here</u>.

European users may opt out of receiving targeted advertising on websites through members of the European Interactive Digital Advertising Alliance by clicking <u>here</u>, selecting the user's country, and then clicking "Choices" (or similarly-titled link. Please note that we also may work with companies that offer their own opt-out mechanisms and may not participate in the opt-out mechanisms above.

If you choose to opt out of targeted advertisements, you will still see advertisements online but they may not be relevant to you. Even if you do choose to opt out, not all companies that serve online targeted advertising are included in this list, and so you may still receive some Cookies and tailored advertisements from companies that are not listed.

For more information about how we collect, use, and share your information, see our <u>Privacy</u> <u>Policy.</u>

### Changes

Information about the Cookies we use may be updated from time to time, so please check back on a regular basis for any changes.

# Questions

If you have any questions about this Cookie Policy, please contact us at privacy@ranker.com.