Data Collection and Use Policies with respect to Ad Buys on Disney Interactive Properties pursuant to Insertion Orders governed by the IAB Standard Terms and Conditions for Internet Advertising For Media Buys One Year or Less (“Advertising Terms”)

All terms not specifically defined herein shall have the meanings ascribed to them in the Advertising Terms.

Media Company and its affiliates operate certain online and mobile properties that are family friendly or on which there are known children under the age of thirteen (13). Advertising placed pursuant to one or more insertion orders between the parties (“Insertion Orders“) may involve such properties, and as such certain federal regulations may apply to Advertiser and to Media Company, including, without limitation, the Children’s Online Privacy Protection Act, as amended on December 19, 2012 and as may be subsequently amended (“COPPA”). Pursuant to the Advertising Terms, Advertiser and Media Company have agreed to comply with all applicable laws and regulations, which shall include COPPA.

If Advertiser or any third party acting on its behalf or otherwise engaged to render, perform or provide services for it (collectively, “Third Party Data Collectors“) collects information or data, including a persistent identifier (collectively, “User Data“) from or relating to end-users of any Media Company-branded, -owned, -licensed, -affiliated or -controlled website, application or other online product or service via any means or media, including, without limitation, to target or retarget advertisements, Advertiser hereby agrees to obtain Media Company’s prior written consent, and further represents and warrants that (i) such User Data shall not include personal information (as defined under applicable laws including COPPA) and shall be limited to the extent necessary to perform its services, (ii) the use of any persistent identifier shall be limited to the uses listed in the definition of “support for internal operations” (as defined under Section 312.2 of COPPA), (iii) it shall post its privacy policy prominently and conspicuously at the point of collection of any User Data that is voluntarily provided by users, and such collection shall be in compliance with its
privacy policy and all applicable laws, regulations and/or any industry best practices, including, without limitation, the COPPA, and the Self Regulatory Principles as directed by the Digital Advertising Alliance and the Network Advertising Initiative, (iv) it shall not, without Media Company’s prior written consent, aggregate or permit any Third Party Data Collector to aggregate such User Data with any other data, and (v) Advertiser shall delete any User Data that it collects from Media Company properties immediately upon completion of its services with respect thereto or within thirteen (13) months after the date of its collection, whichever is earlier.

Advertiser shall ensure that any of its Third Party Data Collectors are certified by Media Company to perform services on Media Company properties that are family friendly or on which there are known children under the age of 13. In addition to Section XIII of the Advertising Terms, Media Company must pre-approve in writing any 3rd Party Ad Server and secondary serving or tracking vendors of the Advertiser or Agency for each campaign (i.e. “fourth party ad servers”). Media Company shall not be bound by any measurement or reporting provided by any non-preapproved fourth party ad server.

Other than User Volunteered Data, Media Company shall own and retain all right, title and interest in and to all names, addresses, email addresses and other information collected by it from Users visiting its properties. For purposes hereof, “User Volunteered Data” shall be as defined in Section XII.c(i) of the Standard Terms and Conditions for Internet Advertising for Media Buys One year or Less v. 3.0.