Write On e-Publishing, Privacy and Information Security Policy

This Privacy and Information Security Policy (the "Policy") discusses the personally identifying information ("PII") that we collect about you when you use our website www.writeonpress.com (the "Site"). This Policy applies only to information collected by us or submitted by you through the Site, and not to any information collected or submitted outside of the Site.

Who We Are. We are Write On E-Publishing, LLC. ("Write On," "Write On Press," "Write On Publications," "Write On Premier," "Site," "we," "us," or "our"). Write On is Write On's production house. We recruit freelance writers, editors, and other skilled individuals, and match them with writing assignments, and offer them the opportunity to reach a passionate audience of millions and be paid in exchange for the exclusive rights to reprint or reproduce and distribute in <u>any</u> format the authors' written submissions to Write On E-Publishing, as well as the rights to earn royalties on the publication and distribution of those submissions.

This Policy and the Terms of Use. This Policy is part of and incorporated into the Write On Terms of Use (collectively, the "Terms").

BY PROVIDING PII OR OTHER INFORMATION TO US OR BY USING OUR SERVICE, YOU AGREE TO THIS POLICY AND THE PRACTICES DESCRIBED IN THE POLICY.

1. INFORMATION YOU GIVE US

1. We collect any information you enter on the Site. The information that we collect varies depending upon how you use our Site. Our application process to participate in Write On asks that you provide us with PII such as your name, phone number, address and e-mail address. If we accept your application, we may also ask you for information necessary to pay you electronically or non-electronically, which may include information necessary to report your earnings to the appropriate tax authorities, such as your social security number.

2. AUTOMATIC INFORMATION COLLECTION

1. 2.1 <u>Cookies</u>. Like many Web sites, we use "cookies". Cookies are alphanumeric identifiers that we transfer to your computer's hard drive through your Web browser to enable our systems to recognize your browser. We use persistent, identifying cookies to remember your information and to link your activities to you. While you can take steps to warn of, block or disable cookies, if you do, the Site may not function and appear as we have designed it. Nonetheless, if you want to take these steps, you can do so by following the instructions associated with your browser. Our cookies do not

collect PII that you provide to us during the application process, but they do collect other information such as:

- a. the domain name and host from which you access the Internet and the Internet address of the site from which you direct-linked to ours:
- b. the date and time you access the Site;
- c. your computer's IP address and information about its operating system, platform and the Web browser type and version you use:
- d. demographic and other non-personally identifiable profile information about you; and
- e. information to combat fraud or misuse.
- 2. 2.2 <u>Pixel Tags.</u> In our e-mails to you, we use "pixel tags" to determine if your email software or service can display html-formatted e-mail (this helps us optimize the size of our e-mail messages and conserve bandwidth).
- 3. 2.3 <u>Collection of Information by Third Parties.</u> Some of the advertisers and other businesses that may advertise or place other content our Site may use cookies on our Site and may place a cookie on your computer. The content posted by these businesses will be identified as coming from a third party. In addition, we may use third-party advertising companies to serve ads. These companies
 - 1. (1) use information obtained from your visits to this Site and other sites to serve ads to you and
 - 2. (2) place unique third-party cookies on your browser.

Also, we may use Web beacons provided by third-party advertising companies to help optimize our advertising. Web beacons enable us to recognize your browser when a cookie has been placed on your computer. Some but not all third party advertising companies provide a mechanism to opt-out of their technology. For more information and an identification of advertisers that provide an opt-out mechanism, please click here: http://www.networkadvertising.org/consumer/opt_out.asp.

The information collected by third party cookies is subject to the privacy policy of the third party, not Write On's privacy policy.

OUR USE AND RETENTION OF YOUR INFORMATION

3.1 Use of PII.

0. (a) We use your PII for such purposes as responding to your requests; operating the Site and, the Write On programs;

processing your application to contribute to Write On; verifying the accuracy of the information you have submitted to us in the application process; discussing your qualifications and work history with any references you give to us, providing you with advertising and non-advertising content that we believe would be of interest to you; enforcing our rights and the rights of third parties; paying you electronically or non-electronically and preparing all necessary tax documentation; and investigating and ensuring compliance with the Terms of Use and any other contract to which you and Write On are party.

- 1. (b) If you are accepted as a Write On contributor, we may use your personal and biographical information to promote and market the contributions you submit to us. This promotion and marketing may include the public display of your name, bio, bio-picture, site lists, published works lists and other personal information adjacent to your published materials on the Internet.
- 2. (c) We also may use your PII to contact you regarding your application, such as to inform you that we have an assignment in which you may be interested, or to forward to you comments about the content you have provided us. We may also email newsletters and similar communications about the Site, the Writers Program and other programs as they become available.
- 3.2 <u>Use of Other Information.</u> We use non-PII for purposes such as measuring the number of visitors to our Site, making the Site more useful and delivering targeted advertising and non-advertising content. We use IP addresses to analyze trends, administer the site, track a user's movement, and gather broad demographic information for non-personally identifiable use.
- 3.3 <u>Retention of Information.</u> We retain information for as long as required, allowed or we believe it useful, but do not undertake retention obligations. We may dispose of information in our discretion without notice, subject to applicable law that specifically requires the handling or retention of information. You must keep your own, separate back-up records.

OUR SHARING OF INFORMATION

We share information with third parties, but only as described in this Section 4.

0. 4.1 <u>Advertisers and Others.</u> We share non-personally identifiable information with advertisers, service providers, and other persons with whom we conduct business. If you are

- accepted as a Write On contributor, we may provide your personally identifiable information to our distribution partners.
- 1. 4.2 <u>Service Third Parties.</u> We contract with affiliated and non-affiliated third parties to provide services to us or to you on our behalf. Examples include providing marketing assistance, sending email to you, performing tax reporting duties, and analyzing data. These third parties have access to personal information needed to perform their functions.
- 2. 4.3 <u>Business Transfer.</u> As we develop our business, we might sell or buy businesses or their assets, or engage in acquisitions, mergers, restructurings, changes of control, or similar transactions. In such transactions, customer and user information generally is one of the transferred business assets, and your PII is subject to such a transfer. Also, in the unlikely event of a bankruptcy, customer and user information may be transferred to a bankruptcy trustee or debtor in possession and then to a subsequent purchaser.
- 3. 4.4 Affiliates. We may, at any point in the future, share PII, non-PII and other information with corporate affiliates. Corporate affiliates are those entities that we control, are controlled by us, or are under common control with us and any joint venture in which any of the controlled entities may participate from time to time. Any use of your information by any current or future corporate affiliates is subject to this Policy or another policy no less protective of your privacy. Likewise, we may obtain information about you from our corporate affiliates or from your visits to other web sites that we or our corporate affiliates control. We may share information about you with our corporate affiliates and our corporate affiliates may share information with us using cookie or any other available technology.
- 4. 4.5 <u>Compliance and Safety.</u> We may release PII when we believe release is appropriate to:
 - a. comply with applicable law, and to respond to legal process, including subpoenas, search warrants and court orders, and to respond to or otherwise address written complaints of copyright infringement;
 - b. make disclosures under programs intended to prevent potential crimes or investigate persons;

- c. enforce or apply agreements, including the Terms; or
- d. protect the rights, property, or safety of Write On, our users, or others, including exchanging information with other companies for fraud protection and credit risk reduction.
- 5. 4.6 Promotions, Sweepstakes, and Contests. From time to time, we may host a promotion, sweepstake or contest on the Site. You may be asked to provide personal information or permit the transfer to a third party of your personal information in connection with such promotion, sweepstake or contest. It will be disclosed at the point of collection or transfer who is collecting or transferring the information and whose privacy statement applies, and it will be your choice whether or not you wish to permit such transfer to or collection of personal information by a third party.

INFORMATION SECURITY

- 5.1 <u>Your Obligations.</u> You must protect against unauthorized access to your computer. Please sign off when finished using a shared computer. Your emails to us are not necessarily secure against interception so be careful about including sensitive information in them. YOU MUST DO WHAT YOU REASONABLY CAN TO ENSURE THE SECURITY OF YOUR PERSONAL INFORMATION.
- 5.2 <u>Our Security Measures</u>. We have physical, electronic, and managerial procedures to help safeguard, prevent unauthorized access, maintain data security, and correctly use your information. HOWEVER, WE DO NOT GUARANTEE SECURITY. Neither people nor security systems are foolproof, including encryption systems. In addition, people can commit intentional crimes, make mistakes or fail to follow policies. If applicable law imposes any non-disclaimable duty (if any), you agree that the standard used to measure our compliance with that duty will be one of intentional misconduct.

LINKS

The Site may contain links to other sites. We are not responsible for the privacy practices of such other sites. We encourage you to be aware when you leave our Site and to read the privacy statements of every web site that collects your personally identifiable information. This Policy applies only to information collected by the Site.

CHOICE

We reserve the right to send you customary business communications such as acceptance/rejection notices regarding submissions, general system and administrative messages, address confirmations, and transactional information about the Site, and we may not offer you the opportunity to optout of receiving such communications. However, we provide you with the opportunity to elect not to receive other types of communications, such as newsletters. If you want to stop receiving these communications, we will provide you with an opt-out mechanism such as an "unsubscribe" tab on emails we send you.

CONDITIONS OF USE, NOTICES, AND REVISIONS

- 8.1 <u>Privacy Concerns.</u> Your use of the Site and any dispute over privacy is subject to the Terms of Use. If you have any concern about privacy at Write On, please send us a thorough description to <u>legal@writeonpress.com</u>, and we will try to resolve it. If you think we are in default of the Terms, you may contact us at Our Legal Notices Address in Section 9 below.
- 8.2 <u>Notice Required by Law.</u> In those jurisdictions that permit email notice, if we are required to disclose or provide notice of invasion of certain security systems, we will do so by email to the most current email address provided by you to us. It is critical that you keep your email contact information correct and updated with us at all times.
- 8.3 <u>Identity Theft.</u> If you believe that you are a victim of identity theft entitled by law to request information from us, write us at our Legal Notice address (see Section 9 of this Policy) and we will let you know what additional information you must provide to us. **After we have received that information, we will supply without charge the information legally required to be disclosed that we then have, subject to applicable law and reserving all of our rights and defenses.**

CONTACT INFORMATION AND INFORMATION ABOUT ENFORCEMENT OF OUR POLICY

9.1 Contacting Us & Our Address for Legal Notices; Notices to You. For customer service matters (including questions relating to this Policy), please visit the Write On FAQs. To send us a legal notice, mail it by certified mail (return receipt requested) to:

Write On E-Publishing, LLC.

Attention: Legal Department

445 E. FM 1382

Suite #3-223

Cedar Hill, Texas 75104

When we need to contact you, including when we give a legal notice, we may do so to an email address or the physical address that we have on file for you. You must keep your email address and other contact information accurate. If we make a material change to this Policy, we will notify you by posting notice to the Site for at least 30 days and, if you have provided us with your email address as part of the contributor application process, sending you an email to the email address that we have on record for you.

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