

ZIV MEDIA GROUP, LLC

PRIVACY POLICY

Effective Date: [CONFIRM: insert publication date] **Last Updated:** [CONFIRM: insert date]

Drafting note (delete before publishing): Bracketed items marked CONFIRM must be resolved and this document reviewed by your attorney before publication. See the Legal Analysis & Launch Package for the facts required.

1. Introduction

1.1 Ziv Media Group, LLC, a Nevada limited liability company ("Ziv Media," "we," "us," or "our"), provides lead-generation, data, and digital marketing services to business customers. This Privacy Policy explains what personal information we collect, how we use and disclose it, how long we keep it, and the choices and rights available to you.

1.2 This Privacy Policy is an informational notice. It is not a contract, does not create warranties or contractual rights, and does not modify any separate agreement between Ziv Media and a customer, vendor, or partner. It is also not a marketing consent form; consent to be contacted by telephone, text, or email is requested separately, at the point of collection, where the law requires it (see Section 10.3).

1.3 Our practices relating to the sourcing, validation, licensing, and distribution of lead and marketing data are described in our separate **Data Policy**. The Data Policy and this Privacy Policy are intended to be read together.

2. Scope and Definitions

2.1 **Scope.** This Privacy Policy applies to personal information we process in connection with our website and digital properties; forms and online interactions; communications; customer, prospect, and vendor relationships; marketing; lead-generation and data services; business administration; and legal compliance. It does not apply to information handled by independent third parties (including our customers) under their own policies.

2.2 Definitions.

- **"Personal Information"** means information that identifies, relates to, describes, or is reasonably capable of being associated with an identified or identifiable individual or household, as defined by applicable law. It does not include information that law treats as publicly available, de-identified, or aggregate, to the extent so defined.
- **"Lead"** means a record of an individual's or business's interest in a product or service, together with associated contact, source, and consent information.
- **"Client"** means a business that purchases or licenses Leads, calls, data, or services from us.
- **"Sale"** and **"Share"** have the meanings given by applicable law. Under California law, "sale" includes disclosing personal information for monetary or other valuable consideration, and "sharing" means disclosing personal information for cross-context behavioral advertising.

- **"Sensitive Personal Information"** has the meaning given by applicable law (for example, government identifiers, financial account credentials, precise geolocation, health information).

2.3 Business and consumer information. Some of the information we process relates to individuals acting in a business or professional capacity (for example, a work email address). We treat that information as Personal Information where applicable law covers it. California law, for example, no longer exempts business-to-business contact information.

3. Information We Collect

Depending on our relationship with you, we collect or receive the following categories:

- **Identifiers and contact information:** name, postal address, email address, telephone number, IP address, device and online identifiers, account identifiers.
- **Professional and business information:** employer, job title, business contact details, industry, company characteristics.
- **Lead and marketing information:** information you submit through a form (for example, product or service interest), lead-source information, marketing preferences, and consent records (including the date, time, source page, and disclosure language shown).
- **Commercial information:** inquiries, orders, and service history for our customers.
- **Internet and device activity:** browser type, operating system, referring URLs, pages viewed, interactions with our site, timestamps, approximate location derived from IP address, and log data.
- **Communications:** content of emails, messages, forms, and customer-service interactions. [CONFIRM: add "call recordings" only if calls are recorded; see Data Policy §13.]
- **Inferences:** [CONFIRM: delete if not used] lead-quality or interest indicators we derive from the above.

We do not intentionally collect Sensitive Personal Information (see Section 11).

4. Sources of Information

We obtain Personal Information from: (a) you, directly, through our forms and communications; (b) our Clients; (c) marketing publishers, affiliates, and lead-generation partners; (d) data providers and other third-party sources, including publicly available sources; (e) our service providers; and (f) automatically, from your use of our website. [CONFIRM: remove any source you do not use.]

5. How We Use Information

We use Personal Information to:

1. Operate our website and respond to inquiries and orders.
2. Generate, validate, verify, de-duplicate, enrich, route, and deliver Leads, calls, and data to Clients.
3. Maintain consent, suppression, opt-out, and Do-Not-Call records.
4. Manage customer, vendor, and partner relationships, billing, and collections.
5. Conduct analytics and improve our website and services.
6. Market our own services to businesses, subject to your choices.

7. Detect, prevent, and investigate fraud, abuse, and security incidents.
8. Comply with law, respond to lawful requests, and establish, exercise, or defend legal claims.
9. Carry out other purposes disclosed to you at collection or permitted by law.

Where a law requires a lawful basis or purpose limitation, we process Personal Information for the purposes above, which we consider reasonably necessary and compatible with the context of collection.

6. California Notice at Collection: Categories, Sale, Sharing, Disclosure, and Retention

The table below describes, for the preceding 12 months, the categories of Personal Information we collect, whether we sell or share them, and the criteria for retaining them. "Business purpose" disclosures are made to service providers and contractors.

Category	Sold?	Shared for cross-context behavioral advertising?	Disclosed for a business purpose?	Retention criteria
Identifiers and contact information	Yes, to Clients and data partners	[CONFIRM: No, unless advertising pixels run]	Yes	Until the purposes in Section 5 are fulfilled, plus legal, consent-evidence, and suppression periods (Section 9.1)
Professional and business information	Yes, to Clients	No	Yes	Same
Lead and marketing information (including consent records)	Yes, to Clients	No	Yes	Longer: consent and suppression records are kept as long as needed to document compliance and defend claims
Commercial information	No	No	Yes	Duration of relationship plus legal and accounting periods

Category	Sold?	Shared for cross-context behavioral advertising?	Disclosed for a business purpose?	Retention criteria
Internet and device activity	No	[CONFIRM: No, unless advertising pixels run]	Yes	Short-lived log and analytics periods, then deleted or de-identified
Approximate geolocation	No	No	Yes	Same as internet activity
Communications [and recordings]	No	No	Yes	Until the purpose is fulfilled plus legal periods
Inferences [CONFIRM]	Yes, as part of Leads	No	Yes	Same as the underlying Lead
Sensitive Personal Information	We do not intentionally collect it			

We do not knowingly sell or share the Personal Information of consumers we know to be under 16 years of age [CONFIRM: requires an age-screening control on lead forms]. Retention is set by the criteria in Section 9.1, not by a single fixed period, because the legally relevant periods differ by record type.

7. How We Disclose Information

We disclose Personal Information to the categories of recipients below. We do not disclose Personal Information except as described in this Policy or as permitted by law.

- **Clients:** businesses that purchase or license Leads, calls, or data from us. Clients receive information for their own marketing and sales purposes and are responsible for their own use.
- **Service providers and contractors:** hosting, cloud, CRM, communications, call-tracking, lead-routing, analytics, payment, identity-verification, fraud-prevention, and security providers that process information on our behalf under written terms. [CONFIRM categories actually used.]
- **Data and marketing partners:** publishers, affiliates, and data providers from which we obtain or to which we provide information consistent with Section 6 and the Data Policy.
- **Professional advisors:** lawyers, accountants, auditors, insurers, and consultants.
- **Government and legal authorities,** as described in Section 19.
- **Acquirers and transaction counterparties,** as described in Section 19.

8. Lead-Generation and Data Services

8.1 We operate in the lead-generation, marketing, and data-services industry. Information you submit to a form we or our partners operate may be used to generate a Lead and may be provided to one or more Clients for payment or other consideration. Under California and other state laws this is a **sale** of Personal Information.

8.2 Our role differs by activity. When we generate or license Leads for our own account, we act as a "business," "controller," or "data broker," and the Client is a "third party." When a Client engages us to enrich or process the Client's own data under a written agreement that meets applicable legal requirements, we may act as a "service provider," "contractor," or "processor." The role is determined by the agreement and the facts, not by this Policy.

8.3 We do not control how a Client uses information after delivery. Clients must comply with applicable law and our contractual and Data Policy requirements, but we are not responsible for a Client's independent, unlawful use of information to the extent the law allows.

8.4 **Consent to be contacted.** The statement you see at the point where you submit a form (the "lead-form disclosure"), not this Privacy Policy, governs whether you have agreed to receive calls, texts, or emails. You can withdraw that consent at any time using any reasonable means (see Section 10.3).

9. Data Retention and Security

9.1 **Retention.** We keep Personal Information only as long as reasonably necessary for the purposes in Section 5, taking into account: (a) the nature of the record; (b) our relationship with you; (c) legal, tax, accounting, and recordkeeping requirements; (d) the time during which claims may be brought, which is relevant to consent and suppression records; (e) contractual obligations to Clients and partners; (f) security and fraud-prevention needs; and (g) dispute-resolution and enforcement needs. When we no longer need information, we delete it, de-identify it, or retain it only in a secured, restricted form.

9.2 **Deletion limits.** We may keep minimal information needed to honor an opt-out or deletion request (for example, a suppression record), to comply with law, or to establish or defend legal claims.

9.3 **Security.** We maintain reasonable administrative, technical, and physical safeguards appropriate to the nature of the information and the risks involved. No system or transmission method is completely secure, and we cannot guarantee that information will never be accessed, disclosed, or lost contrary to our safeguards. Where required by law, we will notify affected individuals and authorities of a security breach.

10. Cookies, Tracking Technologies, Analytics, Advertising, and Marketing Communications

10.1 **Technologies.** Our website uses cookies and similar technologies that are necessary to operate the site, and [CONFIRM: analytics tools] to understand how the site is used. [CONFIRM — SELECT ONE: (A) "We do not use advertising or retargeting technologies." OR (B) "We also use advertising and conversion-tracking technologies, which may constitute 'sharing' or 'targeted advertising' under some laws; you can opt out using the Cookie Settings or Your Privacy Choices link."]

10.2 Your choices. You can manage non-essential cookies through our Cookie Settings link [CONFIRM: banner implemented] and through your browser. We honor opt-out preference signals, including the Global Privacy Control (GPC), as required by law, for the browser or device sending the signal and, where we can link it, the associated profile. Our website does not respond to "Do Not Track" headers that lack a recognized legal effect.

10.3 Marketing communications. We send commercial email only [CONFIRM: if applicable] in compliance with the CAN-SPAM Act and will honor unsubscribe requests within the legally required time. Telephone calls and text messages are made only where permitted by law and the consent you provided on the relevant lead form. To stop contact from us, email the address in Section 21. To stop contact from a Client who received your information, follow that Client's opt-out instructions; where you tell us you no longer wish to be contacted, we will add you to our suppression list and, to the extent we are able, inform Clients.

10.4 Do-Not-Call. Registration on the National Do-Not-Call Registry or a state registry does not by itself revoke consent you gave in writing to a particular seller, but you may revoke that consent at any time. We maintain an internal suppression list [CONFIRM: process exists].

11. Sensitive Personal Information

We do not intentionally collect or use Sensitive Personal Information, and our acceptance standards (Data Policy §18) prohibit its collection in Leads. If we learn that we have received it, we will delete it or use it only for purposes permitted by law, and we do not use it to infer characteristics about you. If this changes, we will update this Policy and provide any required right to limit.

12. California Privacy Rights

12.1 If you are a California resident and the California Consumer Privacy Act, as amended ("CCPA"), applies to us, you have the right to:

- **Know** the categories and specific pieces of Personal Information we collected, the sources, our business or commercial purposes, and the categories of recipients;
- **Delete** Personal Information we collected from you, subject to legal exceptions;
- **Correct** inaccurate Personal Information;
- **Opt out of the sale and sharing** of your Personal Information;
- **Limit** the use and disclosure of Sensitive Personal Information (not applicable because we do not intentionally collect it); and
- **Be free from discrimination** for exercising these rights.

12.2 Do Not Sell or Share My Personal Information. Because we sell Personal Information, we provide a "Do Not Sell or Share My Personal Information" link on our website and we honor valid GPC signals. [CONFIRM: link implemented.] When you opt out, we stop selling or sharing your Personal Information going forward and ask recipients, to the extent required, to do the same. We do not require an account to opt out.

12.3 Timing. We confirm receipt of a request within 10 business days and respond within 45 days, which we may extend once by up to 45 more days if we tell you why. Opt-outs are processed as soon as feasible and no later than 15 business days.

12.4 Verification and limits. We may need to verify your identity before acting on a request to know, delete, or correct, by matching information you provide to what we hold. We may deny a request where the law permits (for example, if we cannot verify you, if an exemption applies, or if the request is manifestly unfounded). We will explain a denial.

12.5 Categories we disclosed and sold are listed in Section 6. We do not sell or share information about consumers we know to be under 16.

12.6 Shine the Light. California residents may request information about disclosures of personal information to third parties for their direct marketing purposes in the preceding calendar year by contacting us at the address in Section 21. [CONFIRM with counsel whether this is needed given the CCPA.]

13. Data-Broker Status

Where we acquire Personal Information from sources with which the individual has no direct relationship with us and sell it to third parties, we may be a "data broker" under California law and the laws of other states. [CONFIRM — SELECT ONE: (A) "Ziv Media is registered as a data broker with the California Privacy Protection Agency (registration current as of [date])." OR (B) "We will register in each state where registration is required before engaging in such activity."] California residents may submit a single request to all registered data brokers through the state's Delete Request and Opt-out Platform (DROP). We access DROP and process requests as California law requires. We may also receive deletion or opt-out requests directly, which we handle under Section 14.

14. How to Exercise Your Privacy Rights; Authorized Agents; Appeals

14.1 How to submit a request.

- **Online form:** [CONFIRM: insert URL]
- **Email:** [CONFIRM: insert privacy email]
- **Toll-free telephone:** [CONFIRM: insert number, or state that none is offered if only online operation is claimed]
- **Mail:** [CONFIRM: insert postal address]

14.2 Authorized agents. You may use an authorized agent to submit a request. We may require written authorization from you, verification of your identity, or direct confirmation from you, as the law permits.

14.3 Appeals. If we deny a request, you may appeal by replying to our denial or contacting us at the email in Section 21 with "Appeal" in the subject line. We will respond within the time required by applicable law and, where required, explain how to contact your state attorney general.

14.4 Non-retaliation. We will not deny services, charge different prices, or provide a different quality of service because you exercised a privacy right, except as the law permits.

15. Other State Privacy Rights

15.1 Residents of states with comprehensive consumer privacy laws (as of the Last Updated date, these include Colorado, Connecticut, Delaware, Indiana, Iowa, Kentucky, Maryland, Minnesota, Montana, Nebraska, New Hampshire, New Jersey, Oregon, Rhode Island, Tennessee, Texas, Utah, and Virginia,

among others) may have rights depending on the state, including to confirm and access, correct, delete, obtain a copy, and opt out of the sale of Personal Information, targeted advertising, and certain profiling, and to appeal a denial. [CONFIRM current list with counsel.]

15.2 These laws apply only if we meet their thresholds, and most do not apply to information about individuals acting in a commercial, employment, or business-to-business context, or to publicly available information as defined. We apply the rights described in this Policy to residents of those states to the extent required by the law that applies to us. Where a state requires us to honor a universal opt-out mechanism, we do so.

15.3 Submit requests and appeals as described in Section 14.

16. Nevada Residents

Nevada law (NRS 603A.300 to 603A.360) allows a Nevada consumer to submit a verified request directing an operator or data broker not to sell certain covered information the consumer has provided or the entity has purchased. To submit a request, email [CONFIRM: designated request address]. We will respond within 60 days after receipt, and may extend that period by up to 30 days where reasonably necessary, with notice to you. We maintain and describe our practices for covered information in this Policy.

17. Children's Privacy

Our website and services are directed to businesses and adults. We do not knowingly collect Personal Information from children under 13, and we do not knowingly sell or share the Personal Information of anyone under 16 [CONFIRM: age screening exists]. If you believe a child has provided us Personal Information, contact us and we will delete it as required by law.

18. Third-Party Websites

Our website may link to third-party websites. We do not control and are not responsible for their privacy practices. Review their policies before sharing information.

19. Business Transfers and Legal Disclosures

19.1 Personal Information may be disclosed or transferred in connection with a merger, acquisition, financing, reorganization, sale of assets, bankruptcy, or similar transaction. The recipient's use will be subject to applicable law and, where required, to notice.

19.2 We may disclose Personal Information when reasonably necessary to comply with law or legal process, respond to lawful governmental requests, enforce our agreements, investigate or prevent fraud or security incidents, protect rights, property, or safety, or establish, exercise, or defend legal claims.

20. Changes to This Privacy Policy

We may update this Privacy Policy to reflect changes in law, technology, or our practices. We will post the updated version with a new "Last Updated" date and, where required, provide additional notice or

obtain consent. We review this Policy at least annually. Your continued use of our website after an update does not waive any right you have under applicable law.

21. Contact Us

Ziv Media Group, LLC Privacy Contact: [CONFIRM: name/title] Email: [CONFIRM: privacy email] Address: [CONFIRM: business address]

22. Additional Provisions

22.1 Language and accessibility. If you need this Policy in an accessible format, contact us at the address above.

22.2 United States. Our services are intended for use in the United States. We do not target individuals in the European Economic Area, the United Kingdom, or other jurisdictions with separate data-protection regimes. If you access our website from outside the United States, you do so at your own initiative and your information will be processed in the United States.

22.3 Inconsistency. If this Privacy Policy conflicts with a written agreement signed by Ziv Media and a Client, the agreement controls as between those parties; this Policy continues to govern our commitments to individuals under applicable privacy law.

22.4 Severability. If any part of this Policy is found unenforceable, the remainder remains in effect to the extent permitted by law.