

Privacy Policy

Last Updated: October 1, 2018

This Privacy Policy explains our practices regarding the collection, use and disclosure of information that we receive through our Services. This Privacy Policy does not apply to any third-party websites, services or applications, even if they are accessible through our Services. Also, please note that, unless we define a term in this Privacy Policy, all capitalized terms used in this Privacy Policy have the same meanings as in our Terms of Service. So, please make sure that you have read and understand our [Terms of Service](#).

1. **Revisions to this Privacy Policy.** Any information that is collected via our Services is covered by the Privacy Policy in effect at the time such information is collected. We may revise this Privacy Policy from time to time. If we make any material changes to this Privacy Policy, we'll notify you of those changes by posting them on the Services or by sending you an email or other notification, and we'll update the "Last Updated Date" above to indicate when those changes will become effective. You understand and agree that you will be deemed to have accepted the updated Privacy Policy if you use the Services after the updated Privacy Policy is posted on the Services.

2. **Information Collected or Received from You.** Our primary purposes for the collection and processing of information are to provide our Services (to perform our contract with you), to improve our Services, to administer your use of the Services, to market the Services to you, and to enable you to enjoy and easily navigate our Services. In addition we may process your information to pursue our legitimate interests (e.g., fraud prevention, network and information security, research (including marketing research), and direct marketing), and as you otherwise consent.
 - (a) Account Information. If you wish to access the Services, you must create an Account. You will provide a username. You will also provide your phone number and email address in order to receive the verification code (a service which may be provided by Amazon Web Services). When you create an Account, we will assign you a recovery phrase (collectively with your Account password, the "**Credentials**") that you must retain to access your Account and to send and receive any Lino Points through the Services. You must maintain the security of your Account by protecting your Credentials and promptly notify us if you discover or otherwise suspect any security breaches related to your Account. Further, you will regularly use the backup functionality provided by the Services and safeguard your backup files as you would safeguard your most important personal information.

 - (b) Information Collected Using Cookies and other Web Technologies. Like many online services, we may use automated data collection tools such as Cookies and Web Beacons to collect certain information.

"**Cookies**" are small text files that are placed on your device by a web server when you access our Services. We may use both session Cookies and persistent Cookies to identify that you've logged in to the Services and to tell us how and when you interact with our Services. We may also use Cookies to monitor aggregate usage and web traffic routing on our Services, to customize and improve our Services, and to advertise to you. Unlike persistent Cookies, session Cookies are deleted when you log off from the Services and close your browser. Although most browsers automatically accept Cookies, you can change your browser options to stop automatically accepting Cookies or to prompt you before accepting Cookies. Please note, however, that if you don't accept Cookies, you may not be able to access all portions or features of the Services. Some third-party service providers that we engage (including third-party advertisers) may also place their own Cookies on your device. This practice is commonly referred to as "interest-based advertising" or

“online behavioral advertising.” If you would like to opt out of the cookies we employ on the Services, you may do so by blocking, deleting or disabling them as your browser or device permits. Note that this Privacy Policy covers only our use of Cookies and does not include use of Cookies by such third parties.

“**Web Beacons**” (also known as web bugs, pixel tags or clear GIFs) are tiny graphics with a unique identifier that may be included on our Services for several purposes, including to deliver or communicate with Cookies, to track and measure the performance of our Services, to monitor how many visitors view our Services, and to monitor the effectiveness of our advertising. Unlike Cookies, which are stored on the device, Web Beacons are typically embedded invisibly on web pages (or in an e-mail).

“**Log Data**” means certain information about how a person uses our Services (each, a “**User**”). Log Data may include information such as a User’s Internet Protocol (IP) address, browser type, operating system, the web page that a User was visiting before accessing our Services, the pages or features of our Services to which a User browsed and the time spent on those pages or features, search terms, the links on our Services that a User clicked on and other statistics. We use Log Data to provide and administer the Services and we analyze (and may engage third parties to analyze) Log Data to improve, customize and enhance our Services by expanding their features and functionality and tailoring them to our Users’ needs and preferences. We may use Log Data to generate aggregate, non-identifying information about how our Services are used.

(c) Location Information. We may collect and store information about your location by converting you IP address into a rough geo-location. We may use location information to improve and personalize our Services for you.

3. **Information that We Share with Third Parties.** We will not share any information that we have collected from or regarding you except as described below:

(a) Information Shared with Our Service Providers. We may engage third-party service provider to work with us to administer, provide, and advertise the Services or to improve the Services. When you purchase Lino Points via the Services, we may engage PayPal or another third party financial services provider in order to facilitate your purchase transaction. We receive from PayPal only such information about you as is necessary to facilitate such transaction and only use such information for the purposes of facilitating such transaction.

(b) Information Shared with other Third Parties. We may share anonymized or aggregated data we collect from the use of the Services, such as de-identified demographic information, de-identified location information, information about the computer or device from which you access the Services, market trends and other analysis that we create based on the information we receive from you and other Users.

(c) Information Shared with Web Analytics Services Providers.

We may use analytics service providers to collect information regarding visitor behavior and visitor demographics. We use information to help determine how to improve our Services, gauge user experience and response to changes in our Services, to develop content, and for internal research purposes.

Google Analytics. We may use Google Analytics, a service provided by Google, Inc. (“**Google**”), to gather information about how users engage with our Services. For more information about Google

Analytics, please visit www.google.com/policies/privacy/partners/. You can opt out of Google's collection and processing of data generated by your use of the Services by going to <http://tools.google.com/dlpage/gaoptout>.

Google Firebase. We may use Google Firebase analytics, to collect app usage statistics, and to improve our Services. Information collected by Google Firebase can be accessed here: <https://support.google.com/firebase/answer/6318039>. Information related to the security and privacy of Google Firebase is available here: <https://firebase.google.com/support/privacy/>.

Umeng. We may use Umeng analytics tool in order to analyze and improve the Services. For more information about Umeng, please visit <https://www.umeng.com/>.

(d) Information Disclosed in Connection with Business Transactions. Information that we collect from our users is considered to be a business asset. Thus, if we are involved in a financing due diligence, acquired by a third party as a result of a transaction such as a merger, acquisition or asset sale or if our assets are acquired by a third party in the event we go out of business or enter bankruptcy, some or all of our assets, including the information we have collected from you, may be disclosed or transferred to a third party acquirer in connection with the transaction.

(e) Information Disclosed for Our Protection and the Protection of Others. We cooperate with government, law enforcement officials, and private parties to enforce and comply with the law. We may disclose any information about you to government or law enforcement officials or private parties as we, in our sole discretion, believe necessary or appropriate: (i) to respond to claims, legal process (including subpoenas); (ii) to protect our property, rights and safety and the property, rights and safety of a third party or the public in general; and (iii) to stop any activity that we consider illegal, unethical or legally actionable activity.

4. **Verification Procedures through Third Party Providers.** You acknowledge that before you will receive reward payment from us, you will be required to complete certain verification procedures (such as KYC and AML) through our third party service providers such as Jumio (<https://www.jumio.com>) and ComplyAdvantage (<http://complyadvantage.com>). You can access Jumio's terms of service and privacy policy at: <https://www.jumio.com/legal-information/terms-and-conditions> and <https://www.jumio.com/legal-information/privacy-policy>. You can access ComplyAdvantage's terms of service and privacy policy at: <https://complyadvantage.com/terms-and-conditions>. You will submit personal information requested by these third party providers directly to them and we will not access or use such information.
5. **Public Information.** To the extent that you use your Lino Points to access or use certain features of DLive services at <https://dlive.tv/> (the "DLive Services"), such transactions will be visible to anyone who accesses the DLive Services. Each transaction will show how many Lino Points you donated or received, username of the user who donated to your videos, username of the recipient user whose video you donated to, and other identifying information such as the relevant video on <https://dlive.tv> used as the reference for the transaction. Please refer to DLive Services' terms of service and privacy policy at <https://dlive.tv> for more information. Your purchase record of Lino Points using the Services will be visible to the public.
6. **Your Choices.** We offer you choices regarding the collection, use and sharing of your information and we'll respect the choices you make. Please note that if you decide not to provide us with the information that we request, you may not be able to access all of the features of the Services.

(a) Opt-Out of our Mailings. We may periodically send you free newsletters and e-mails that directly promote our Services. When you receive such promotional communications from us, you will have the opportunity to “opt-out” (by following the unsubscribe instructions provided in the e-mail you receive). We do need to send you certain communications regarding the Services and you will not be able to opt out of those communications – e.g., communications regarding updates to our Terms of Service or this Privacy Policy or information about billing.

(b) Opt-out of Ad Tracking. You can opt out of the collection and use of your information for some interest based advertising by going to <http://www.aboutads.info/choices> or <http://www.youronlinechoices.eu/> to limit collection through the Services, or by otherwise blocking, deleting or disabling as your browser or device permits.

(c) Modifying Your Information. You may use the Services to modify your password and the email associated with your Account, and make other setting changes through the Services. There is no functionality for you to modify or delete any other information associated with your Account including, without limitation, your transaction records.

7. Users Located in the European Economic Area.

(a) If you are a User located in the European Economic Area, you may have additional rights.

(b) Where you have consented to our processing of your personal information, you may withdraw consent at any time. You may object to our processing of your personal information, but be aware that doing so may impact your use of the Services. You also have the right to lodge a complaint with your local supervisory authority.

(c) You may inquire as to whether we are processing personal information about you, request access to your personal information, and ask that we correct, amend, delete, or restrict processing of your personal information. Where otherwise permitted by applicable law, you may contact us or use any of the methods set out in the Privacy Policy to request access to, receive (port), seek rectification or restriction, or request erasure of personal information held about you by us. Please include your full name, email address, and any other information associated with your Account that we may require from you in order for us to identify and authenticate you, and a detailed description of your data request. Such requests will be processed in line with local laws.

(d) Although we make good faith efforts to provide individuals with access to their personal information, there may be circumstances in which we are unable to provide access, including but not limited to: where the information contains legal privilege, would compromise others’ privacy or other legitimate rights, where the burden or expense of providing access would be disproportionate to the risks to the individual’s privacy in the case in question, where the request is manifestly unfounded or excessive, or where it is commercially proprietary. If we determine that access should be restricted in any particular instance, we will provide you with an explanation of why that determination has been made and a contact point for any further inquiries.

(e) To protect your privacy, we will take commercially reasonable steps to authenticate your identity before granting access to or making any changes to your personal information.

8. Do Not Track Signals. Our Site does not have the capability to respond to “Do Not Track” signals received from various web browsers.

9. **The Security of Your Information.** We take reasonable administrative, physical and electronic measures designed to protect the information that we collect from or about you from unauthorized access, use or disclosure. When you enter sensitive information on our forms, we encrypt this data using SSL or other technologies. Please be aware, however, that no method of transmitting information over the Internet or storing information is completely secure. Accordingly, we cannot guarantee the security of any information. We highly recommend you backup your Credentials and to keep it secure yourself to maximize the security of your information. We are not responsible for your failure to backup your Credentials or maintaining the security of your Credentials should you choose not to back up your Credentials.
10. **Data Retention.** We retain the information we collect for as long as your use our Services or as necessary to fulfill the purpose(s) for which it was collected, provide our Services, resolve disputes, establish legal defenses, conduct audits, pursue legitimate business purposes, enforce our agreements, and comply with applicable laws.
11. **Links to Other Sites.** Our Services may contain links to websites and services that are owned or operated by third parties (each, a “**Third-party Service**”). Any information that you provide on or to a Third-party Service or that is collected by a Third-party Service is provided directly to the owner or operator of the Third-party Service and is subject to the owner’s or operator’s privacy policy. We’re not responsible for the content, privacy or security practices and policies of any Third-party Service. To protect your information we recommend that you carefully review the privacy policies of all Third-party Services that you access.
12. **International Transfer.** You agree that we may transfer, store and process the information we collect in the United States and elsewhere in the world where we, our affiliates, our partners, or our third-party service providers are located in order to provide the Services.
13. **Our Policy toward Minors.** Our Services are not directed to people under 13, or in certain jurisdictions, under 16 (“**Minors**”) and we do not knowingly collect information from Minors. If you are between 13 (or 16 in certain jurisdictions) and 18, you must have permission from your legal guardian before you are permitted to use the Services. If we learn that we have collected information of a Minor we will take steps to delete such information from our files as soon as possible.
14. **Your California Privacy Rights.** California residents may request and obtain from us, once a year, free of charge, a list of third parties, if any, to which we disclosed their personal information for that third party’s direct marketing purposes during the preceding calendar year and the categories of personal shared with those third parties. If you are a California resident and wish to obtain that information, please submit your request by sending us an email at legal@lino.network with “California Privacy Rights” in the subject line.
15. **Questions?** Lino is the controller of your personal information. Please contact us at legal@lino.network if you have any questions about our Privacy Policy.