

TERMS OF USE

Effective Date: May 2012

Thanks for using this Twonky product or service, or visiting this Twonky website (the Twonky websites, services and products are collectively and individually referred to herein as the "Products"). The Products are operated by PacketVideo Corporation ("PacketVideo", "Twonky", "we", "our", "us"). By clicking the "I Accept" button presented to you when registering, you agree to comply with and be bound by these Terms of Use. In addition, when using any of the Products, you may be subject to any posted guidelines or rules applicable to such products. Therefore, please review these Terms of Use carefully. If you do not agree with these Terms of Use, please do not use the Products. Please see our FAQ page if you have any questions.

Important Note: This product will collect data as indicated in the Twonky Privacy Policy. In order to change these settings, please visit the appropriate Settings Page of the Twonky Software.

1. Privacy Policy. Please review the Twonky privacy policy below, or at www.twonky.com/privacy.aspx (our "Privacy Policy" and, collectively with these Terms of Use, this "Agreement") to understand how we use information we collect from you in connection with your use of the Products.

2. Registration. As a condition of using the Products, you are required to register with Twonky and select a password and user name ("Twonky User ID"). You represent that you are of legal age to form a binding contract and are not a person barred from receiving Twonky products or services under the laws of the United States or other applicable jurisdictions. You represent that the information you provide to us is accurate, complete, and up to date.

In addition, you may be able to access the Products through a third party service that provides a gateway to the Products, in which case you may have a separate, additional account relationship with that third party. The relationship with the third party in no way modifies, lessens or alters your obligations under this Agreement. Access to the Products through third party services may be available or discontinued at our discretion. You acknowledge that we are not liable for the acts or omissions of these third parties, which are not the partner or representative of PacketVideo and are not endorsed or controlled by us.

3. Restrictions and Termination. Failure to abide by the requirements of this Agreement shall constitute a breach of this Agreement, which may result in immediate termination of your Twonky account and your ability to use the Products. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Products.

You may not: (a) select or use as a Twonky User ID a name of another person with the intent to impersonate that person; (b) use as a Twonky User ID a name subject to any rights of a person other than you without appropriate authorization; or (c) use as a Twonky User ID a name that is otherwise offensive, vulgar or obscene. Twonky reserves the right to refuse registration of, or cancel a Twonky User ID in its sole discretion. You shall be responsible for maintaining the confidentiality of your Twonky password. The Products are available only to individuals who are at least 13 years old, whether acting on their own behalf or as an authorized employee or representative of a corporation or other business entity. If you do not so qualify, do not attempt to register for or use the Products.

We reserve the right at all times (but will not have an obligation) to remove or refuse to distribute any content you provide and to reclaim your username(s) in the event of termination of your account.

You may not engage in username squatting. Accounts that are inactive for more than 6 months may be removed without further notice. Some of the factors that we take into account when determining what conduct is considered to be username squatting are:

- the number of accounts created
- creating accounts for the purpose of preventing others from using those account names
- creating accounts for the purpose of selling those accounts
- using feeds of third-party content to update and maintain accounts under the names of those third parties

We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce these Terms of Use, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of PacketVideo its users and the public.

4. User Conduct. You represent and warrant that you will not use the Products to:

- Upload, post, email, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable.
- Abuse, harass, threaten, impersonate or intimidate other Twonky end users.
- Exploit anyone in a sexual or violent manner.
- Solicit personal information from anyone under 13.
- Harm minors in any way.
- Forge headers or otherwise manipulate identifiers to disguise the origin of any content transmitted through the Products, or attempt to impersonate another user, person or entity.
- Upload, post, email, transmit or otherwise make available any content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements).
- Post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any Twonky end user.
- Create or send unsolicited email or other electronic communication.
- Upload, post, email, transmit or otherwise make available any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party.
- Upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.
- Submit stories or comments linking to affiliate programs, multi-level marketing schemes, websites/blogs repurposing existing stories (source hops), or off-topic content.
- Advertise to, or solicit, any user to buy or sell any products or services. It is also a violation of these rules to use any information obtained from the Products to contact, advertise to, solicit, or sell to any user without the user's prior explicit consent.
- Intentionally or unintentionally violate any applicable local, state, national or international law. If you are an international user, you agree to comply with all local laws regarding online conduct and acceptable content.

Additionally, you agree that you will not: (a) take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on Twonky infrastructure; (b) interfere or attempt to interfere with the proper working of the Products or any activities conducted with or on the Products; (c) bypass any measures Twonky may use to prevent or restrict access to the Products, or (d) use any robot, spider, scraper or other automated means to access the Products for any purpose.

5. Disclaimers Regarding Links. The Products may contain links to third-party websites, resources or data. You acknowledge and agree that we are not responsible or liable for: (a) the availability or accuracy of such third-party websites, resources or data; or (b) the content, products, or services on or available from such websites, resources or data. You also acknowledge sole responsibility for and assume all risk arising from the use of any such websites, resources and data. This Agreement does not apply to third party websites, including without limitation, the content of and your activity on such websites.

Links are not endorsements or referrals of any products, services or information contained in such websites. Information provided and opinions expressed by others do not necessarily represent our opinions. We expressly disclaim any and all liability resulting from reliance on such information or opinions. Some products, manufacturers and service providers may be mentioned in or on the Products. Mention of these products, manufacturers or service providers does not constitute an endorsement by Twonky. You acknowledge and agree that third-party websites may be protected by U.S. and international copyright and trademark laws and regulations, and that your access and use of such websites may be limited by the terms of service governing such websites. You should review the third-party websites' terms of service, privacy policy and all other website documents, and inform yourself of the regulations, policies and practices of these third-party websites. We shall have the right, at our sole discretion, to remove links and images attached to such links, if such links are flagged by Product end users as offensive.

6. Surveys and Feedback. We may periodically present you with surveys or solicit your opinion about the Products or services. You acknowledge that your participation in these types of programs is completely voluntary. By submitting opinions, suggestions, feedback, images, documents, and/or proposals to us through these surveys, any suggestion or feedback webpages, or through any other communication with Twonky, you acknowledge and agree that: (a) the suggestions or feedback you provide will not contain confidential or proprietary information; (b) we are not under any obligation of confidentiality, express or implied, with respect to the suggestions and feedback you provide; (c) we shall be entitled to use or disclose (or choose not to use or disclose) the suggestions and feedback you provide for any purpose, in any way, in any media worldwide (without disclosing your identity); (d) we may have similar ideas to the suggestions and feedback you provide already under consideration or in development; (e) the suggestions and feedback you provide will automatically become our property without any obligation to you; and (f) you are not entitled to any compensation or reimbursement of any kind from us under any circumstances. Note that individual responses to Twonky surveys will not be published; survey results, if used, will be reported as collective information without containing personally identifiable information.

7. User Content. You acknowledge that we do not control any information, user comments, data, text, software, music, sound, photographs, graphics, video, messages, tags, images, illustrations, software, audio clips and video clips or other materials, or any suggestions, comments or other feedback about the Products provided by users ("User Content"), whether publicly posted or privately transmitted. You also acknowledge that we reserve the right, but have no obligation, to monitor User Content, and, as such, we do not control or guarantee the accuracy, integrity or quality of User Content. You acknowledge that by using the Products, you may be exposed to User Content that is offensive, indecent or objectionable. Under no circumstances will we be liable in any way for any User Content, including, but not limited to, any errors or omissions in any User Content, or any loss or damage of any kind incurred as a result of the use of any User Content posted, transmitted or otherwise made available via the Products. You will have the option to allow your User Content to be shared, but if you select this option, you understand that your User Content will be visible to all other end users on your Local Area Network ("LAN").

8. License to and Representations about User Content You Contribute. By creating and posting User Content on the Products you represent and warrant that you own or have sufficient rights to post or transmit your User Content on or through the Products. We will not acquire an ownership interest in your User Content, but will acquire the following non-exclusive license: by posting User Content you grant Twonky a perpetual, non-exclusive, fully-paid, royalty-free, sub-licensable and worldwide license to

use, modify, create derivative works of, publicly perform, publicly display, reproduce and distribute your User Content in connection with the Products, our business or the promotion thereof in any media formats and through any media channels now known or hereafter devised.

9. Removal of User Content. We may remove any User Content and suspend or terminate any Twonky accounts at any time for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such User Content), or for no reason at all. We may also impose limits on certain features and services or restrict your access to parts or all of the service or User Content without notice or liability. You are solely responsible for your interactions with other end users of the Products.

10. Our Intellectual Property Rights and Your Limited Use Right. The Products and their contents, including, without limitation, the text, information, material, software and graphics contained in or on the Products, are the intellectual property of PacketVideo or its licensors and are protected by applicable copyright, trademark and proprietary rights, laws and treaties. PacketVideo, Twonky, PV, the Twonky logo, and associated tag lines are trademarks of PacketVideo Corporation, which may be registered in some jurisdictions. We make no proprietary claim to any third-party names, trademarks or service marks appearing on the Products. All other trademarks used are owned by their respective owners. The Products and their contents may not be copied, reproduced, modified, published, uploaded, downloaded, posted, transmitted, or distributed in any way, without our prior written permission, however, upon registration and your acceptance of this Agreement, we grant to you a limited non-exclusive license to install the Products on your computer or mobile device and use the Products and their contents for your own personal, non-commercial, internal use in accordance with these Terms of Use. You may not (a) modify the Products or their contents or use them for any commercial purpose, or any other public display, performance, sale, or rental; (b) decompile, reverse engineer, or disassemble software materials included in the Products; (c) remove any copyright notice or other proprietary notices from the Products; or (d) transfer the Products or their contents to another person. We may, but are not obligated to, periodically provide updates to the Products to resolve bugs or, add features and functionality. No part of the Products, their contents, any form or document may be reproduced in any form or incorporated into any information retrieval system, electronic or mechanical, other than for your personal, not-for profit use. You do not acquire any ownership rights to the Products or to any contents therein. All rights not expressly granted herein are reserved by us.

11. DMCA, Copyright and Other Complaints. We promote respect for the intellectual property rights of others in all of our business endeavors and strictly prohibit end users from uploading infringing content to the Products. We may, in our sole discretion, remove content that appears to infringe on the intellectual property rights of others. It is Twonky policy to respond to and investigate claims of copyright and other intellectual property infringement. We have a policy of terminating access of users who are repeat infringers in appropriate circumstances.

DMCA Notification. You may notify Twonky of alleged copyright infringement in accordance with the Digital Millennium Copyright Act (the "DMCA"). We will respond expeditiously to notices of alleged infringement sent pursuant to the DMCA.

In order to notify us of a copyright infringement claim pursuant to the DMCA, you must include:

- a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Products are covered by a single notification, a representative list of such works;
- a description of the material that is claimed to be infringing or to be the subject of infringing activity, and information reasonably sufficient to permit us to locate the material, including a URL address;
- your address, telephone number, and, email address;
- a statement by you that you have 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; and

- statement made under penalty of perjury by you that the information in the notification is accurate, and that you are authorized to act on behalf of the owner of the copyright involved.

The notice described above should be sent to our designated copyright agent at: **10350 Science Center Drive, San Diego, California 92121; Attention: Copyright Agent; legal@pv.com**

Please note that in order to facilitate resolution of the dispute, we may provide your contact information to the user or entity that posted the content that you are reporting; or in the event that you are the alleged infringer and provide a counter-notice, to the user or entity that filed the original claim. We may also provide your information in connection with a claim under this Section to <http://www.chillingeffects.org>. Please also note that you may be liable for damages (including costs and attorneys' fees) if you knowingly and materially misrepresent that material or an activity is infringing your copyright.

Other Complaints. In addition, if you reasonably believe that content made available through the Products infringes your rights, you may flag that content as "Infringes on my copyright" on the Twonky website. To do this select the item you feel infringes your copyright, click on the "More" button, select the "Flag" option, and select the "Infringes on my copyright" option. PacketVideo will respond expeditiously to such action and disable access to the selected item.

12. Social Media. If you decide to access Facebook, Twitter, or similar social media applications using the Products, please note that we will retrieve certain of your information from such applications and websites, such as, without limitation, photos, albums, and friend information, in order to allow you to access this information when you request it. Please see our Privacy Policy below or at www.twonky.com/privacy.aspx for more information.

13. Alpha and Beta Release Versions. In the event that all or any portion of the Products is identified as an alpha or beta release version ("Alpha Version" or "Beta Version"), the terms of this paragraph will apply in addition to the other terms of this Agreement. The Alpha Version or Beta Version may contain more, fewer, or different features than are contained in the commercial release corresponding to the Alpha Version or Beta Version that we intend to or do distribute. We reserve the right at any time not to release a commercial version corresponding to the Alpha Version or Beta Version, or if we do release such a commercial version, to alter features, specifications, capabilities, functions, licensing terms, release dates, general availability, or other characteristics of such commercial release. You acknowledge and understand that the Alpha Version and Beta Version may contain errors affecting its proper operation and is provided to you AS IS. A primary purpose of an Alpha Version or Beta Version is to obtain feedback on the Product's performance and the identification of defects.

14. Disclaimer of Warranty. THE INFORMATION IN AND ON THE PRODUCTS IS PROVIDED "AS IS" AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED (INCLUDING BUT NOT LIMITED TO THE DISCLAIMER OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE).

15. Limitation of Liability. IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ANY LOST PROFITS, LOST DATA, OR LOST SAVINGS, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY EVEN IF PACKETVIDEO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some states do not allow the exclusion or limitation of special, incidental, or consequential damages, so the above exclusion or limitation may not apply to you.

16. Indemnification. You agree to defend, indemnify and hold us harmless from and against any and all claims, damages, and costs including attorneys' fees, arising from or related to your use of the Products.

17. Independent Contractors. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind us in any respect whatsoever.

18 Non-Waiver. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

19. Language. The official language of these Terms of Use and attached Privacy Policy is the English language, which language shall be controlling in all respects, In the event of any dispute concerning the construction or interpretation of these Terms of Use and attached Privacy Policy, reference shall be made only to the English version and not to any other translation in any other language.

20. Force Majeure. We shall not be liable for any failure to perform our obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including "line-noise" interference).

21. Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

22. Assignment. This Agreement is not assignable, transferable or sub-licensable by you except with our prior written consent. We may transfer, assign or delegate this Agreement and its rights and obligations without consent.

23. Governing Law. By using the Products, you agree that this Agreement shall be governed by and construed in accordance with the laws of the State of California, United States of America, without regards to its conflict of law rules.

24. Arbitration Agreement and Waiver Of Class Remedies. All disputes arising under or relating to this Agreement shall be resolved exclusively through arbitration in San Francisco, California, before a single arbitrator. The arbitrator, and not any federal, state or local court or agency, shall have the exclusive authority to resolve any dispute arising under or relating to the interpretation, applicability, enforceability, or formation of this Agreement, including, but not limited to, any claim that all or any part of this Agreement is void or voidable. The parties further agree that they may only bring claims in their individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding.

25. Entire Agreement. This Agreement supersedes all prior and contemporaneous agreements, representations and warranties and understandings, whether oral or written, with respect to the Products, the Products' contents and any services provided through the Products. Modifications to this Agreement that are not posted on the Products and that do not fall under the Amendments Section below, are not valid unless made in writing and signed by the appropriate Twonky representative. In the event of any conflict between this Agreement and any other agreement or understanding related to the Products, this Agreement shall control.

26. Amendments. This Agreement may be amended by us from time to time. You will be asked to click to accept the new agreement the next time you log on to use the Products in order to be able to continue to use the interactive portions of the Products. If you choose not to accept the new terms you may be denied access to the Products. We will also put any revised versions of this Agreement on the Twonky website with a notice advising of the change at least 30 days before its effective date.

PRIVACY POLICY

PacketVideo Corporation ("PacketVideo," Twonky" "we", "us" or "our") takes your privacy very seriously and knows you care deeply about how your personal information is used and shared. This notice describes our privacy policy ("Privacy Policy"), which is applicable to information collected by Twonky products, services and websites (collectively and individually, the "Products"). It is designed to inform you about the types of information we may gather or collect from you in connection with the Products. It also explains the conditions under which we use and disclose such information, and your rights in relation to that information. This Privacy Policy is part of and shall be governed by the terms of the Twonky Terms of Use.

Information We Collect:

We may collect information from you at various places on the Products. Depending on the information and/or services you request, we may ask for your name, email address, date of birth, country of residence, or similar information. We use the information that you provide for such purposes as responding to your requests, customizing services and offers for you, improving the Products, and communicating with you.

For example, you provide information when you post content; provide information in your account or your profile; communicate with us by phone, email, or otherwise; complete a questionnaire or a contest entry form; participate in discussion boards or other community features; provide and rate reviews; and share information with people you add as friends on the Products.

You may, of course, elect not to submit the foregoing information by simply cancelling your account. Please see our FAQ page if you have any questions.

In addition to the information you knowingly provide us, we keep track of the domains, IP addresses and specific media players and servers of users who visit us. We also collect, receive and store certain types of information and Product usage statistics such as web browser types and page requests, media playback and beaming requests, size and content types of user libraries, and track the websites and other internet programs that you access or visit whenever you interact with us. To the extent this information is associated with a particular user, it will be protected accordingly.

Social Media:

Our Products allow you to access information from Facebook, Twitter or similar social media applications. If you decide to access such applications via our Products, we will need to retrieve certain of your information from such applications and websites, such as, without limitation, your photos, albums, and friend information. The information will be stored with us to the extent necessary to enable you to access such information by using the Products whenever you request it. You can decide not to use the social media applications or turn off access to such applications at any time (in which case we will delete any such information stored with us).

Cookies:

In addition to the information gathered as described above, we (as well as third-party websites you visit) may use cookies to track the pages that you visit each time you use the Products, so that we can better serve you when you return to the Products. We may also use cookies to help advertisers and publishers serve and manage ads provided on and through the Products. A cookie is a string of information that a website stores on your computer, and that your browser provides to the Products each time you submit a query through the Products.

IF YOU DO NOT WISH TO HAVE COOKIES PLACED ON YOUR COMPUTER, YOU SHOULD SET YOUR BROWSER TO REFUSE COOKIES BEFORE ACCESSING THE PRODUCTS WITH THE UNDERSTANDING THAT DISABLING COOKIES MAY MAKE IT MORE BURDENSOME OR EVEN PREVENT YOU FROM TAKING ADVANTAGE OF CERTAIN FEATURES ON THE PRODUCTS.

Because cookies allow you to take advantage of some of the Products' essential features, we recommend that you leave them turned on. For instance, if you block or otherwise reject our cookies, you will not be able to use any Twonky services that require you to sign in. You may, however, delete your browser history after each visit, depending on the type of browser you are using, usually by going to the Tools menu and selecting "Delete Browsing History."

Web Beacons:

A "web beacon," also sometimes called a pixel tag or transparent GIF, is an object that is embedded in a web page. It is usually invisible to you, but allows website operators to check whether you have viewed a particular web page or email communication. We may place web beacons on pages of the Products and in emails we send to you.

Third Parties' Use of Web Beacons and Web Cookies:

The Products may include third-party advertising, links to other websites, and other content from third-party businesses. These third-party sites, businesses, and advertisers, or advertising companies working on their behalf, may use web beacons and cookies to measure the effectiveness of their ads, personalize or optimize advertising content and to track users who link from their respective websites to the Products.

We do not have access to or control over web beacons or cookies that these third parties may use. We are not responsible for the privacy practices or the content of these third-party websites. You are encouraged to review the privacy policies of the different websites you visit.

Some third-party advertising companies may provide a mechanism to opt-out of their technology. For more information about the opt out process, you may visit the Network Advertising Initiative website, available at http://www.networkadvertising.org/managing/opt_out.asp.

How We Use Your Information:

We may use your information:

- To respond to your requests or provide you with further information about us or our product, Twonky, including membership opportunities, and new developments.
- To provide you with personalized content and ads.
- To give our website and product developers information that may be useful for developing new features and products for customers.
- To improve the content and navigability of the Products.
- To alert you to new features, products, events and special offers.
- To enforce our Terms of Use.
- When forwarding Digital Millennium Copyright Act ("DMCA") infringement notifications, take down notices and counter notices. By submitting a DMCA infringement notification, counter notice or other communication, you consent to have this communication forwarded to the person or entity who stored or transmitted the content addressed by your communications. For notices other than DMCA infringement notifications and counter notices, you may request that we edit out your name and contact information. However, DMCA infringement notifications and counter notices (including any personally-identifiable information set forth in the notifications) will be forwarded as submitted to us without any deletions.
- In connection with contests, giveaways and other promotions that you may choose to participate in. Any information you submit in connection with promotions will be subject to the terms of the promotion, not this Privacy Policy. You will be given the option to consent to the use of your information at the time you sign up for the promotion. You will not be required to participate in any promotion.

- If required to do so by law, court order or other government or law enforcement authority or regulatory agency; or, if we believe in good faith that disclosing this information is necessary or advisable, including, for example, to protect the rights, property, or safety of Twonky, our members, users, or others. This includes exchanging information with other companies and organizations for fraud protection and credit risk reduction.
- From time to time, we may also use information gathered from Product users in the aggregate, such as by publishing a report on trends in the usage of the Products.

Who We Share the Information With:

We may use information that you submit for any purpose related to our business. Without limiting the foregoing, we will not disclose your personally identifiable information to any third party unless it is: (i) at your request; (ii) to our employees, contractors, affiliates, distributors, dealers, vendors, advertisers and suppliers who process information on our behalf, participate with us in the provision or operation of the Products, or provide you with goods or services that you have requested; or (iii) to the proper authorities in response to a legal order or official request, or when we believe you have acted in violation of our Terms of Use.

We may also share aggregate information that does not identify you personally with third party marketing partners that we believe offer products or services that may be of interest to you. We note that, while the aggregate data we provide will not identify you personally, in some instances third parties may be able to “de-anonymize” aggregate data to identify you personally based on additional information they have about you or that they receive from third parties. While we do not intend for third parties to de-anonymize the aggregate data we provide, if you are concerned about potentially being personally identified by our third party marketing partners you should not use the Products.

In addition, as we continue to develop our business, we might sell or buy subsidiaries, or business units. In such transactions, customer information generally is one of the transferred business assets but remains subject to the promises made in any pre-existing privacy policy. Also, in the unlikely event that PacketVideo Corporation, or substantially all of its assets are acquired, customer information will of course be one of the transferred assets.

Material You Choose to Reveal:

You may post information, including personally identifying information, on areas of the Products that may be viewed by other users or the public, although we recommend that you do not do so. We urge you to use good judgment. Do not post any information, including without limitation, personally-identifying information that you do not want other users to know. You may choose to set your privacy settings to public or private by going to user settings.

Many internet connections are public and/or not secure, and other users using that same connection may have access to your information; please make sure that you are using a secure internet connection.

YOU ASSUME ALL RESPONSIBILITY FOR ANY LOSS OF PRIVACY OR OTHER HARM RESULTING FROM YOUR VOLUNTARY DISCLOSURE OF PERSONALLY-IDENTIFYING INFORMATION.

How We Protect Information:

We attempt to protect against the loss, misuse and alteration of your personal information. We have a strict internal security policy that limits access to information only to authorized personnel. Our servers are protected by reasonable physical and electronic security. It is important for you to protect against unauthorized access to your password and to your computer. Be sure to sign off when finished using a shared computer.

Children:

The Products are not directed to children under the age of 13. We do not knowingly collect information from anyone we know to be under 13 years of age.

We Participate in the Safe Harbor Program:

We comply with the U.S.-EU Safe Harbor Framework and the U.S.-Swiss Safe Harbor Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information from European Union member countries and Switzerland. We have certified that we adhere to the Safe Harbor Privacy Principles of notice, choice, onward transfer, security, data integrity, access, and enforcement. To learn more about the Safe Harbor program, and to view our certification, please visit <http://www.export.gov/safeharbor/>. As part of our participation in the Safe Harbor program, we agree to resolve all disputes you have with us in connection with our policies and practices through TRUSTe.

Conditions of Use, Notices, and Revisions:

Our business changes constantly, and we may need to modify this Privacy Policy from time to time. We will alert you by email if any material changes are made to this Privacy Policy (if you have given us your email address), and we will post a copy of the new Privacy Policy applicable to the Products no less than 30 days prior to its effective date. It is therefore important that you notify us if you change your email address. If you do not provide us with a current email address, you should regularly review this policy to ensure that you are informed of any changes.