

# PRIVACY POLICY

**Effective:** 01.01. 2025

This privacy policy (hereinafter referred to as "Privacy Policy") has been created by "Soft Construct" LLC, hereinafter referred to as "we", "us" or "the Company," and is intended for California residents who are interested in the use of the products, services, websites and/or applications of the Company.

By using the Company's products and services and/or entering into a subscription agreement with us and/or otherwise you contact us or communicate with us, we will need to collect a variety of information about you to tailor our products and services to best meet your needs and interests. By using the Company's services and/or signing a subscription agreement with us, you consent to the Company's collecting, processing, sharing, retaining of your information (including personally identifiable information, personal data) in accordance with this Privacy Policy.

## 1. PROVISION OF INFORMATION

1.1. The information we collect will depend upon the services you choose and may be, including but not limited, such as:

- contact information (e.g., name, email address, and phone number);
- usernames, passwords, images, other authenticating information associated with the account;
- information about the types of services to which you subscribe, orders you place or downloads of applications you make, the service options you have chosen, and any customized setting you have created;
- information about your payment methods, such as your payment card number or bank account information;
- information related to a credit application for a product or service or to protect against fraud, which may include your social security number, driver's license number, or other government issued identifier;
- information you provide when you enter contests, respond to customer surveys, or participate in events sponsored by us;
- information we keep in our records when you correspond or otherwise communicate with us, including through our call centers, online chat sessions, and through social media;
- information received through cookies and other technologies, such as information from any device you use when you interact with us, including but not limited to the device identifiers, the number, types, and status of devices connected to our network, network addresses, operating system, and technical configurations of the equipment used; network traffic data; performance and support data; information about your use and the operation of products, services, websites, applications, and their features;
- device information, including your IP address and information about your browser, operating system, and platform type, demographic information through cookies, web beacons, and other tracking technologies;
- publicly available information about you.

### 1.2. Information obtained from third parties

We may collect information from third parties for purposes related to delivering our products and services to you, for analytics and research, or for marketing and advertising our own products and services, as well as for delivering third-party advertising, information from research consultants, marketing firms, data quality management solution firms, and programming partners to enhance our marketing and advertising programs. Collected data may include demographic information, as well as personal interest data, to help us construct audience segments, deliver advertising, and evaluate the effectiveness of a given advertising campaign.

## 2. USE OF COLLECTED INFORMATION

2.1. We use the information we collect to provide you with reliable, high-quality products and services, as well as to improve our products and services. We use the information we collect, including, but not limited to:

- deliver, maintain and improve our products, services, websites and applications;
- fulfill requests for new service or changes to your account or the products and services you already receive;

- provide you with technical support and high quality customer service, including through the use of recorded or monitored communications between you and our customer service agents;
- create and administer the account, including activating your service, billing, invoicing, and debt collection activities;
- authenticate or otherwise provide your access to our products and services;
- provide updates, upgrades, repairs or replacements for any of our service-related devices or software used in providing or receiving services;
- manage and configure our device(s), system(s) and network(s);
- understand how the service is being used, including through the creation of operational and marketing reports based on de-identified and/or aggregated service usage information;
- inform you of additional products and services that may be of interest to you;
- protect the security of the system, prevent fraud, detect unauthorized reception, use;
- protect our rights, our personnel, our property, and the safety of others;
- maintain our accounting, tax and other records;
- comply with applicable federal and state laws and regulations, as well as for the general administration of our business;
- communicate with you, send you promotional communications for products and services that may be of interest to you through the mail, by phone or SMS, or online;
- create business and marketing reports to provide insights into what products and services our customers are using, how long they are using our products and services, how some of our services are accessed, and what additional products and services may be of interest to our customers. We use these reports for our own internal purposes, such as improving our products and services, determining what content to provide our customers, measuring the effectiveness of our marketing and advertising, and other research and analytics. We may also share these reports with third parties. Any reports shared with a third party for the third party's own use will only contain de-identified and/or aggregated information, unless we have your consent to share your personal information.

### **3. SHARE OF COLLECTED INFORMATION**

3.1. We share information with others when it is necessary to provide you with our services and in the other circumstances provided by the applicable law. We may disclose the collected information, including, but not limited to:

- the primary account owner. The primary account owner may also authorize other users to access information on the account;
- our affiliates or related companies in order to provide the services, or to make your experience with us more streamlined. We may also share information about you with these related companies for their own marketing purposes when legally permitted to do so;
- service providers who perform business activities on our behalf such as billing and collections, payment processing, analytics and research, marketing, service delivery and customization, maintenance and operations, and fraud prevention. These third-party service providers are authorized to use your personal information only as necessary to provide services to us;
- governmental entities or pursuant to valid legal process.

3.2. These disclosures may be made with or without your consent and with or without notice, in compliance with the law, including the terms of process. We may also disclose personally identifiable information about you, without your consent, to protect our customers, employees, or property; in emergency situations; to enforce our rights in court or elsewhere, or directly with you, for violations of service terms, conditions or policies; and/or as otherwise required by law.

3.3. We do not sell information that personally identifies our customers with third parties for their own marketing or advertising purposes.

3.4. If some of the advertisements we display may invite interactive or transactional follow-up from you. When you interact with those advertisements, we may share your contact information with the advertiser for the purpose of fulfilling your request.

3.5. If we enter into a merger, acquisition, or sale of all or a portion of our assets, we may transfer your information as part of the transaction.

#### 4. CONTROL OF INFORMATION USE

4.1. You have choices in controlling how we use and share your information for marketing and advertising purposes. For instance, you can always choose whether to receive promotional emails or text messages from us. When you visit our websites, you may opt out of interest-based advertising, and when you use our mobile applications, you can limit the use of ad trackers.

4.2. If you choose to limit the use of information or communications for marketing and advertising purposes, you may still receive general marketing and/or advertising messages, in addition to service-related communications.

#### 5. PROTECTION OF YOUR INFORMATION

5.1. We use reasonable security, including technical, physical and administrative controls, to secure the information we collect and maintain. However, we cannot guarantee that these practices will prevent every unauthorized attempt to access, use, or disclose our information.

5.2. We do not knowingly collect personal information from anyone under the age of 16 (sixteen). If you believe that a child under 16 years of age has provided us with personal information, please contact us at the address below. We are unable to verify the authenticity of the information entered by users, therefore we are not responsible for the consequences of using our website by persons under the age of 16 (sixteen).

#### 6. YOUR RIGHTS AND OUR LIMITATIONS

6.1. You have the right to know about the personally identifiable information we collect and how we use it; under what conditions and circumstances and the types of persons and entities to whom we may disclose personally identifiable information; how long we maintain personally identifiable information; the limitation on our ability to collect and disclose personally identifiable information. Additionally, California resident rights include:

6.1.1. **Right to Know:** You have to know what categories of personal information, including “sensitive personal information”, we collect about you, how we use your personal information, whether we share, disclose and/or sell your personal information to service providers, contractors, and/or third parties, and what other rights you may have with respect to your personal information;

6.1.2. **Right to Delete:** This is your right to request that we delete the personal information we have collected from you and maintain in our systems, subject to certain exceptions that permit us to keep your personal information for specific purposes;

6.1.3. **Right to Correct Inaccurate Personal Information:** This right provides you with the ability to request that we correct any factual inaccuracies in the personal information we maintain about you;

6.1.4. **Right to Opt-Out of Sale or Sharing of Personal Information:** These rights allow you to opt out of the sale of your personal information to third parties (“Do Not Sell My Personal Information”), or opt out of the sharing of your personal information for cross-context behavioral advertising (“Do Not Share My Personal Information”);

6.1.5. **Right to Non-Discrimination/Equal Service:** This right means that we will not discriminate against you in any manner because you elect to exercise any of your rights;

6.1.6. **Right to Limit Use of Sensitive Personal Information:** This is your right to request that we limit the use and disclosure of your sensitive personal information to certain purposes permitted by applicable law; and

6.2. Personally identifiable information is information that identifies a particular person; it does not include de-identified or aggregate data that does not identify a particular person or persons.

6.3. We may collect personally identifiable information about our subscribers when it is necessary to render the services or other services we provide and to detect unauthorized reception or use of the services.

6.4. We may disclose personally identifiable information if the disclosure is necessary to render, or conduct a legitimate business activity related to our services. We do not sell customer names and addresses with third parties for their own marketing or advertising purposes.

6.5. If you subscribe to our services, we will maintain information that personally identifies you and that is associated with your use of such service for as long as necessary for the purpose for which the information was collected, which may be as long as the duration of your subscription and after you have terminated your subscription, in some instances.

6.6. You can contact us with any concerns you have regarding the handling of your personally identifiable information.

## **7. ACCESS AND CORRECTION OF THE INFORMATION IN OUR RECORDS**

7.1. We strive to keep our records accurate. If any of your information changes, please notify us immediately so we can update our records.

If you subscribe to our services, and you would like access to the personally identifiable information we maintain in our business records, please send a written request to your local office or call us at the number provided on your monthly billing statement and we will make an appointment for you. You will only be permitted to examine records that contain personally identifiable information about your account. If your review reveals an error in our records, we will correct it. We reserve the right to charge you for the cost of retrieving and photocopying any documents that you request.

## **8. CHANGES OF THE PRIVACY POLICY**

The most current version of this Privacy Policy is published and maintained at [www.vivarotvusa.com](http://www.vivarotvusa.com). The needs of our customers and the business may change from time to time and, when that happens, we may need to modify our policies. Any changes will be posted at this website and your continued use of our services following any changes to this Privacy Policy will constitute your acceptance of the changes.

## **9. GOVERNING LAW AND JURISDICTION**

All issues related to this Privacy Policy are governed by the legislation of the laws of California. In the event of disputes, they shall be resolved by representatives of each party; in the event of failure to reach an agreement, the disputes shall be resolved in accordance with the procedure provided for by the laws of California.

## **10. CONTACT US**

If you have any questions about this Privacy Policy, please contact us at the following telephone number or write to us at the following address:

Address: 308 S Brand Blvd Glendale, CA 91204

E-mail: [info@fastmedia.am](mailto:info@fastmedia.am)

Attn: CA 91204

Telephone: +1 818 484 5698