

# PRIVACY POLICY

Last Updated: August 7, 2026

## 1. SECTION 1: INTRODUCTION, SCOPE & PLATFORM ECOSYSTEM

### 1.1. Our Commitment to Privacy

Publishing By YOUNGBLOOD (“Publishing By YOUNGBLOOD,” “PBY,” “we,” “us,” or “our”) respects the privacy and confidentiality of the individuals and organizations with whom we interact. We recognize that the information entrusted to a publishing organization may include substantially more than ordinary customer information. Depending upon the nature of your relationship with PBY, we may receive personal information, financial information, tax information, professional information, author information, unpublished creative materials, manuscript-related information, intellectual property information, communications, and other information necessary to provide our Services and operate our business. This Privacy Policy explains how PBY collects, receives, uses, discloses, stores, protects, retains, transfers, and otherwise processes personal information in connection with our Services. Our objective is to provide meaningful transparency about:

- what information we collect;
- where we obtain it;
- why we collect and use it;
- how we protect it;
- when and why we disclose it;
- how long we retain it;
- what choices and rights may be available to you; and
- how you may contact us regarding privacy matters.

### 1.2. Who This Privacy Policy Applies To

This Privacy Policy applies to individuals whose personal information PBY processes in connection with our business and Services, including, where applicable:

- website visitors;
- readers;
- customers;
- account holders;
- Authors;
- prospective Authors;
- editors;
- translators;
- illustrators;
- photographers;
- narrators;
- contributors;
- agents;
- rights holders;
- licensors;
- licensees;
- royalty recipients;
- vendors;
- contractors;
- business partners;
- event participants;
- newsletter subscribers;
- individuals who communicate with PBY; and
- other individuals who interact with PBY.

Different portions of this Privacy Policy may apply depending upon your relationship with PBY and the Services you use.

### 1.3. Services Covered by This Privacy Policy

This Privacy Policy applies to personal information processed through or in connection with Services that reference or link to this Privacy Policy, including, where applicable:

- PBY websites;
- online stores;
- digital publishing platforms;
- mobile applications;
- author portals;
- manuscript submission systems;
- publishing management systems;
- digital reading services;

- subscription services;
- newsletters;
- email communications;
- customer support systems;
- royalty and payment systems;
- publishing and distribution services;
- rights and permissions services;
- podcasts and digital media;
- educational and informational programs;
- events and promotional activities;
- surveys and contests;
- social media accounts and interactions operated or controlled by PBY; and
- other online or offline Services operated or provided by PBY.

#### 1.4. The PBY Platform Ecosystem

Publishing By YOUNGBLOOD may operate or utilize a broader ecosystem of publishing, technology, distribution, payment, communication, storage, security, marketing, and business systems. These systems may include services operated by PBY and services provided by independent third parties. Depending upon the Service involved, information may therefore be processed through:

- publishing and editorial systems;
- manuscript management systems;
- cloud and data-storage infrastructure;
- payment and financial systems;
- royalty administration systems;
- tax and accounting systems;
- identity verification systems;
- fraud and security systems;
- email and communications platforms;
- analytics technologies;
- customer relationship management systems;
- digital distribution platforms;
- print and fulfillment providers;
- retailers and marketplaces; and
- other technology or business service providers.

The specific third parties used by PBY may change over time as our Services, technology, and business relationships evolve. Where required by applicable law, PBY will provide additional information regarding relevant third parties and processing activities.

#### 1.5. Personal Information and Creative Materials Are Different Categories

PBY recognizes an important distinction between **personal information** and **creative or intellectual property materials**. Personal information may include information such as your name, address, email address, payment information, tax information, identification information, or other information associated with an identifiable individual. Creative or intellectual property materials may include:

- manuscripts;
- book drafts;
- outlines;
- chapters;
- research materials;
- illustrations;
- photographs;
- artwork;
- audio recordings;
- audiobook masters;
- video;
- cover designs;
- unpublished metadata;
- editorial notes;
- production files; and
- other creative materials

Creative materials may contain personal information, but they may also constitute confidential business information or intellectual property independent of any personal information contained within them. The handling of confidential creative materials may also be governed by separate contractual obligations, including an Author Publishing Agreement, confidentiality agreement, nondisclosure agreement, licensing agreement, or other written agreement.

## 1.6. PBY's Role May Depend Upon the Relationship

Depending upon the circumstances and applicable law, PBY may act as a:

- data controller;
- business;
- processor;
- service provider;
- data processor;
- covered entity;
- contractor; or
- other legally recognized role.

The applicable role may depend upon:

- the Service being provided;
- the relationship between PBY and the individual or organization;
- who determines the purposes and means of processing;
- the terms of a separate agreement; and
- applicable law.

Where PBY processes information on behalf of another organization, that organization may have primary responsibility for determining how the information is processed.

## 1.7. Information Processed on Behalf of Authors, Businesses, and Other Organizations

PBY may provide Services in which we process personal information on behalf of an Author, business, publisher, educational organization, event organizer, distributor, rights holder, or other organization. In those circumstances, PBY may process information according to the instructions and contractual requirements of the applicable organization. If you interact with PBY through a Service provided on behalf of another organization, that organization's privacy notice may also apply. Where applicable law requires it, PBY will assist the relevant organization in responding to privacy requests or other lawful requirements.

## 1.8. Geographic Scope

PBY is based in the State of Louisiana, United States, and may provide Services to individuals and organizations located in the United States and other countries and jurisdictions. Personal information may therefore be processed in countries other than the country in which you reside. Different jurisdictions may provide different privacy rights and impose different obligations concerning personal information. PBY will apply appropriate safeguards and comply with applicable legal requirements concerning international processing and transfers as described in this Privacy Policy.

## 1.9. Jurisdiction-Specific Applicability

Where applicable law provides specific privacy rights or imposes obligations, this Privacy Policy is supplemented by jurisdiction-specific notices. Such rights and obligations apply solely to individuals residing in jurisdictions covered by the applicable law and only to the extent that Publishing By YOUNGBLOOD meets the applicable statutory requirements, thresholds, exemptions, territorial scope, commercial nexus, or other conditions established under the relevant federal, state, national, or international privacy legislation.

## 1.10. Relationship to PBY's Terms and Other Agreements

This Privacy Policy should be read together with PBY's other applicable policies, notices, and agreements, including:

- Master Terms and Conditions of Use;
- Author Publishing Agreements;
- Author Submission Guidelines;
- Copyright and Intellectual Property Policy;

- AI and Automated Access Policy;
- Cookie Policy;
- Refund and Cancellation Policy;
- Accessibility Statement;
- Rights and Permissions policies; and
- other agreements or notices presented in connection with specific Services.

Where a separate written agreement contains specific privacy, confidentiality, data-processing, or security obligations, that agreement may govern the subject matter covered by that agreement to the extent permitted by applicable law.

### 1.11.Changes to This Privacy Policy

PBY may modify this Privacy Policy from time to time to reflect changes in:

- our Services;
- technology;
- business operations;
- data-processing practices;
- security practices;
- legal requirements;
- regulatory requirements; or
- industry practices.

When we make changes, we will update the “Last Updated” date at the beginning of this Privacy Policy. Where required by applicable law, PBY will provide additional notice and, when legally required, obtain consent before implementing changes requiring consent.

### 1.12.Just-in-Time Privacy Notices

In addition to this Privacy Policy, PBY may provide notices at or before the time information is collected. These notices may provide additional information concerning:

- the categories of information collected;
- the purpose of collection;
- whether providing the information is required;
- whether the information will be disclosed;
- retention periods;
- applicable legal bases;
- available choices; and
- applicable privacy rights.

A just-in-time notice may supplement this Privacy Policy and provide more specific information concerning a particular processing activity.

### 1.13.No Expansion of Rights by This Policy

Nothing in this Privacy Policy is intended to limit any privacy right or protection that cannot lawfully be limited, waived, or excluded under applicable law. Where applicable law provides you with rights greater than those described in this Privacy Policy, those rights remain available to you.

### 1.14.Questions About This Privacy Policy

If you have questions about this Privacy Policy, our privacy practices, or the processing of your personal information, you may contact PBY through the contact information provided in Section 25. PBY may establish separate contact channels for privacy requests, data protection inquiries, rights requests, and regulatory matters.

## 2. SECTION 2: DEFINITIONS & KEY TERMS

For purposes of this Privacy Policy, the following terms have the meanings described below. Where applicable law provides a different definition, the applicable legal definition will control for purposes of that jurisdiction.

## 2.1. “Affiliate”

“Affiliate” means an entity that directly or indirectly controls, is controlled by, or is under common control with Publishing By YOUNGBLOOD.

## 2.2. “AI System”

“AI System” means a software system, model, application, service, or technology capable of performing functions commonly associated with artificial intelligence, machine learning, generative artificial intelligence, natural-language processing, automated analysis, prediction, classification, recommendation, summarization, transcription, translation, or similar computational functions.

## 2.3. “Author”

“Author” means an individual or legal entity that submits, licenses, publishes, distributes, or otherwise provides a manuscript, creative work, intellectual property, or other material to Publishing By YOUNGBLOOD for consideration, publication, production, licensing, distribution, or related Services. The term may include co-authors, contributors, estates, rights holders, licensors, and other parties with an applicable publishing or rights relationship with PBY.

## 2.4. “Business Partner”

“Business Partner” means an organization or individual with whom PBY maintains a business, commercial, publishing, distribution, licensing, marketing, technology, professional, or other contractual relationship.

## 2.5. “Consent”

“Consent” means a freely given, specific, informed, and unambiguous indication of an individual’s wishes by which the individual signifies agreement to the processing of personal information, where consent is required or relied upon under applicable law.

## 2.6. “Controller”

“Controller” means the person or legal entity that determines the purposes and means of processing personal information, as defined under applicable privacy law. Depending upon the jurisdiction, a similar role may be referred to as a “business,” “data controller,” or another legally defined term.

## 2.7. “Creative Materials”

“Creative Materials” means original or potentially original creative, literary, artistic, audiovisual, or intellectual property materials submitted to or processed by PBY. Creative Materials may include:

- manuscripts;
- book drafts;
- chapters;
- outlines;
- proposals;
- research materials;
- illustrations;
- photographs;
- artwork;
- designs;
- cover concepts;
- audio recordings;
- audiobook masters;
- video;
- scripts;
- translations;
- editorial materials;
- production files;
- unpublished metadata; and
- other creative works or related materials.

Creative Materials may contain Personal Information but are not necessarily Personal Information themselves.

## **2.8. “Customer”**

“Customer” means an individual or organization that purchases, licenses, subscribes to, or otherwise obtains products or Services from PBK.

## **2.9. “De-Identified Information”**

“De-Identified Information” means information that has been processed so that it cannot reasonably be used to identify or be associated with an individual, as determined under applicable law. Where required by law, PBK will maintain appropriate technical and organizational measures to prevent the information from being reidentified.

## **2.10. “Device”**

“Device” means a computer, smartphone, tablet, e-reader, wearable device, connected device, or other electronic device used to access or interact with PBK Services.

## **2.11. “Global Privacy Control” or “GPC”**

“Global Privacy Control” or “GPC” means a browser or device signal that communicates an individual’s privacy preferences, including certain opt-out preferences, where recognized or required under applicable law.

## **2.12. “Legal Process”**

“Legal Process” means a legally valid subpoena, court order, warrant, regulatory demand, governmental request, judicial proceeding, or other legally enforceable process requiring or authorizing disclosure of information.

## **2.13. “Manuscript”**

“Manuscript” means a literary, nonfiction, educational, scholarly, artistic, or other written work submitted to PBK for consideration, editing, publication, production, licensing, distribution, or related Services. A Manuscript may be complete, incomplete, published, unpublished, or in draft form.

## **2.14. “Personal Information”**

“Personal Information” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with an identified or identifiable individual, to the extent defined by applicable law. Depending upon the jurisdiction, substantially similar concepts may be referred to as:

- Personal Data;
- Personally Identifiable Information;
- Consumer Personal Information;
- Protected Personal Information; or
- another legally defined term.

Personal Information may include information provided directly by an individual as well as information collected automatically or obtained from third parties.

## **2.15. “Processing”**

“Processing” means any operation or set of operations performed on Personal Information, whether by automated means or otherwise. Processing may include:

- collecting;
- recording;
- organizing;
- structuring;
- storing;
- adapting;
- altering;
- retrieving;
- consulting;
- using;
- analyzing;
- combining;
- disclosing;
- transmitting;
- transferring;
- restricting;
- deleting; or
- destroying information.

## **2.16. Processor”**

“Processor” means a person or legal entity that processes Personal Information on behalf of a Controller, as defined by applicable privacy law. Depending upon the jurisdiction, a substantially similar role may be referred to as a:

- service provider;
- contractor;
- data processor; or
- another legally defined term.

## **2.17. “Pseudonym” or “Pen Name”**

“Pseudonym” or “Pen Name” means a professional, literary, artistic, or other publicly used name adopted by an Author instead of or in addition to the Author’s legal name. PBK may collect and maintain an Author’s legal identity separately from the Author’s designated public-facing name.

## **2.18. “Public Information”**

“Public Information” means information that an individual intentionally makes available to the public or information that is lawfully available from government records, public publications, public websites, or other sources recognized as public under applicable law. Information does not necessarily become Public Information merely because it is accessible to a limited group of individuals.

## **2.19. “Sensitive Personal Information”**

“Sensitive Personal Information” means Personal Information that receives heightened protection under applicable law. Depending upon the jurisdiction, this may include information relating to:

- racial or ethnic origin;
- religious or philosophical beliefs;
- political opinions;
- health information;
- genetic information;
- biometric information used for identification;
- precise geolocation;
- financial information;
- government-issued identification;
- account credentials;
- information concerning a person’s sex life or sexual orientation; or
- other categories designated as sensitive by applicable law.

PBK will process Sensitive Personal Information only as permitted or required by applicable law and, where required, with appropriate safeguards or consent.

## 2.20. “Service”

“Service” means any website, application, platform, product, publishing service, digital service, account, subscription, communication, event, transaction, distribution service, or other service offered, operated, provided, or facilitated by PBY.

## 2.21. “Service Provider”

“Service Provider” means a third party that provides services to PBY and processes Personal Information on PBY’s behalf or performs functions necessary to operate the Services. Service Providers may include providers of:

- cloud storage;
- hosting;
- payment processing;
- accounting;
- tax administration;
- royalty administration;
- identity verification;
- fraud prevention;
- cybersecurity;
- communications;
- email delivery;
- analytics;
- customer support;
- printing;
- fulfillment;
- distribution;
- digital publishing;
- accessibility;
- translation;
- transcription; and
- other business or technical functions.

## 2.22. “Sale,” “Sell,” or “Selling”

“Sale,” “Sell,” or “Selling” means the exchange, disclosure, transfer, or other making available of Personal Information for monetary or other valuable consideration where such activity constitutes a “sale” under applicable privacy law. The meaning of these terms may differ by jurisdiction. PBY does not interpret ordinary disclosures necessary to provide requested Services as automatically constituting a sale where applicable law provides otherwise.

## 2.23. “Share,” “Sharing,” or “Shared”

“Share,” “Sharing,” or “Shared” means the disclosure, transfer, availability, or other communication of Personal Information to another party where such activity constitutes “sharing” under applicable privacy law. Certain jurisdictions may define sharing differently, including in connection with targeted advertising or cross-context behavioral advertising.

## 2.24. “Targeted Advertising”

“Targeted Advertising” means advertising or promotional activity directed to an individual based on Personal Information obtained or inferred from the individual’s activities across websites, applications, services, devices, or other contexts, where such activity is considered targeted, behavioral, interest-based, or cross-context advertising under applicable law.

## 2.25. “Third Party”

“Third Party” means an individual, organization, company, governmental authority, service provider, business partner, distributor, retailer, platform, or other entity that is not the individual to whom Personal Information relates or PBY acting in its applicable capacity.

## 2.26. “User”

“User” means any individual or entity that accesses, visits, interacts with, purchases from, submits information to, or otherwise uses a PBY Service.

## 2.27. “We,” “Us,” “Our,” or “PBX”

“We,” “us,” “our,” and “PBX” mean Publishing By YOUNGBLOOD and, where applicable, its Affiliates or entities responsible for the relevant Service.

## 2.28. “You” or “Your”

“You” and “your” mean the individual or legal entity whose Personal Information is being processed or who otherwise accesses or uses a PBX Service.

## 2.29. Applicable Law

“Applicable Law” means all laws, regulations, rules, orders, directives, and legally binding requirements applicable to PBX, the relevant processing activity, or the individual whose Personal Information is being processed. This may include, where applicable:

- U.S. federal law;
- Louisiana law;
- U.S. state privacy laws;
- European Union privacy and data protection laws;
- United Kingdom privacy and data protection laws;
- Swiss privacy laws;
- Brazilian privacy laws;
- Australian privacy laws; and
- other applicable national, regional, state, provincial, or local privacy requirements.

## 2.30. Interpretation of Definitions

The definitions in this Section are intended to provide a common framework for understanding this Privacy Policy. Where a particular jurisdiction defines a term differently, the jurisdiction-specific legal definition will control for purposes of the rights, obligations, disclosures, and protections applicable in that jurisdiction. Nothing in this Section is intended to expand or restrict a right, obligation, exemption, or definition imposed by Applicable Law.

# 3. SECTION 3: PERSONAL INFORMATION WE COLLECT

Publishing By YOUNGBLOOD may collect, receive, generate, maintain, or otherwise process different categories of Personal Information depending upon your relationship with PBX, the Services you use, the information you choose to provide, and applicable law. We do not necessarily collect every category described below from every individual. The categories collected will depend upon the circumstances in which PBX interacts with you.

## 3.1. Identification and Contact Information

PBX may collect information that allows us to identify or communicate with you, including:

- legal name;
- preferred name;
- professional name;
- pen name or pseudonym;
- mailing address;
- billing address;
- shipping address;
- email address;
- telephone number;
- mobile telephone number;
- business address;
- professional contact information;
- account username;

- customer or Author identification number; and
- other contact information you voluntarily provide.

### 3.2. Account and Authentication Information

If you create or maintain an account with PBY, we may collect information associated with that account, including:

- username;
- account identification number;
- password or authentication credentials;
- security questions or authentication information;
- account preferences;
- communication preferences;
- account status;
- subscription information;
- purchase history;
- account activity; and
- information necessary to authenticate or secure your account.

Where technically feasible, PBY may use authentication technologies that reduce the need for us to retain certain authentication credentials in directly readable form.

### 3.3. Author and Professional Information

If you interact with PBY as an Author, prospective Author, contributor, rights holder, agent, editor, translator, illustrator, narrator, photographer, or other publishing professional, we may collect information such as:

- legal name;
- professional name;
- pen name;
- biography;
- professional qualifications;
- publishing history;
- professional affiliations;
- website addresses;
- social media information;
- professional contact information;
- agent information;
- rights-holder information;
- contributor information;
- publishing preferences;
- genre or subject-matter information;
- contractual information;
- rights and licensing information;
- publication history;
- book metadata;
- ISBN-related information;
- royalty information; and
- other information necessary to establish or administer a publishing relationship.

### 3.4. Manuscripts and Creative Materials

In connection with publishing or related Services, PBY may receive and process Creative Materials, including:

- manuscripts;
- book proposals;
- chapters;
- drafts;
- outlines;
- research materials;
- scripts;
- poetry;
- illustrations;
- photographs;
- artwork;
- cover designs;
- audio recordings;
- audiobook materials;
- video;
- translations;
- editorial materials;
- production files;
- metadata;
- supporting documents; and
- other materials submitted for consideration, editing, production, publication, licensing, or distribution.

Creative Materials may contain Personal Information relating to you or other individuals. PBY may process such information for purposes including evaluation, editorial review, editing, formatting, production, quality control, publication, distribution, rights administration, accessibility, security, and fulfillment of applicable agreements. The confidentiality and intellectual-property treatment of unpublished Creative Materials may also be governed by separate contractual agreements.

### **3.5. Public Author Information**

Where an Author elects or agrees to publish under a professional name or Pen Name, PBY may collect both the Author's legal identity and designated public-facing identity. Public-facing information may include:

- Pen Name;
- author biography;
- photograph;
- professional description;
- book titles;
- publication information;
- author website;
- professional social media information;
- public contact information;
- author photograph or likeness; and
- other information intended for publication or distribution.

The treatment of Pen Names and public-facing information is addressed further in Section 6.

### **3.6. Purchase and Transaction Information**

When you purchase products or Services from PBY, we may collect information associated with the transaction, including:

- products or Services purchased;
- order number;
- transaction date and time;
- quantity;
- price;
- discounts;
- promotional codes;
- shipping information;
- billing information;
- tax information;
- payment status;
- refund information;
- cancellation information;
- transaction history; and
- information necessary to process or document the transaction.

Payment-card information may be collected and processed by PBY or by third-party payment providers.

### **3.7. Payment and Financial Information**

Depending upon the nature of the relationship, PBY may process financial information necessary to:

- receive payments;
- issue refunds;
- pay royalties;
- compensate contractors;
- administer publishing agreements;
- process licensing payments;
- administer accounts;
- comply with tax obligations;
- prevent fraud; or
- comply with applicable law.

This information may include:

- bank account information;
- routing information;
- payment account information;
- payment processor identifiers;

- transaction records;
- royalty payment records;
- withholding information;
- financial account information;
- and other information necessary for legitimate financial administration.

Where appropriate, payment information may be processed directly by third-party payment or financial service providers rather than retained by PBY.

### 3.8. Tax and Government Identification Information

Authors, royalty recipients, contractors, vendors, or other parties may be required to provide information necessary for tax reporting, withholding, payment, identity verification, or legal compliance. Depending upon the applicable relationship and jurisdiction, this may include:

- Social Security numbers;
- Employer Identification Numbers;
- taxpayer identification numbers;
- W-9 forms;
- W-8BEN forms;
- W-8BEN-E forms;
- other tax forms;
- government-issued identification;
- citizenship or residency information;
- tax residency information;
- withholding information;
- business registration information; and
- other information required by applicable tax law.

PBY will process such information for legitimate business, tax, accounting, payment, legal, regulatory, and compliance purposes.

### 3.9. Identity Verification and Compliance Information

Where appropriate or required, PBY may collect or receive information used to verify identity, prevent fraud, comply with sanctions requirements, or satisfy legal and regulatory obligations. This may include:

- government-issued identification;
- date of birth;
- nationality or residency information;
- business registration information;
- taxpayer information;
- identity-verification results;
- sanctions-screening results;
- fraud-risk indicators;
- information concerning beneficial ownership where applicable; and
- other information reasonably necessary for compliance.

PBY will not collect more information than reasonably necessary for the applicable purpose where applicable law imposes data-minimization requirements.

### 3.10. Communications and Customer Service Information

When you communicate with PBY, we may collect and maintain information associated with the communication, including:

- email messages;
- letters;
- telephone communications;
- customer-service requests;
- support tickets;
- chat communications;
- questions;
- complaints;
- requests;
- feedback;
- attachments;
- transaction-related correspondence; and

- records of communications and responses.

Where permitted by applicable law, telephone or other communications may be recorded or monitored for quality assurance, training, security, dispute resolution, or other legitimate purposes. Where recording consent is required, PBY will provide an appropriate notice or obtain consent as required by law.

### **3.11.Reviews, Comments, Feedback and User-Generated Content**

If you submit a review, rating, comment, testimonial, question, photograph, video, recommendation, feedback, or other User-Generated Content, PBY may collect:

- the content you submit;
- your name or display name;
- your Pen Name where applicable;
- account information;
- associated product or Service information;
- submission date;
- ratings;
- responses;
- moderation information; and
- other information associated with the submission.

Information intentionally submitted for public display may become publicly accessible. You should not submit Personal Information belonging to another individual unless you have the authority or legal basis to do so.

### **3.12. Event, Promotion, Survey and Program Information**

If you participate in an event, contest, promotion, survey, educational program, webinar, podcast, publication initiative, or other PBY activity, we may collect information necessary to administer the activity. This may include:

- registration information;
- contact information;
- demographic information where lawfully collected;
- responses;
- preferences;
- participation records;
- photographs;
- audio or video recordings;
- submitted materials;
- prize or fulfillment information; and
- other information necessary to administer the activity.

Additional terms or notices may apply to specific programs.

### **3.13. Marketing and Communication Information**

PBY may collect information concerning your communication preferences and interactions with our communications, including:

- newsletter subscriptions;
- marketing preferences;
- email addresses;
- telephone numbers where applicable;
- preferred communication channels;
- subscription status;
- opt-in records;
- opt-out records;
- delivery information;
- interaction with communications; and
- records of communications sent to you.

Where required by law, PBY will obtain consent before sending certain forms of electronic marketing.

### **3.14. Device and Technical Information**

When you access PBY Services, we and our service providers may automatically collect technical information associated with the Device used to access the Services. This may include:

- IP address;
- browser type;
- operating system;
- device type;
- device identifiers;
- language settings;
- time-zone information;
- screen characteristics;
- network information;
- mobile carrier information;
- referring website;
- pages viewed;
- features used;
- access dates and times;
- session information;
- approximate geographic information derived from technical data; and
- other technical information generated through use of the Services.

Some technical information may constitute Personal Information under applicable law.

### **3.15. Usage and Interaction Information**

PBY may collect information concerning how you interact with our Services, including:

- pages visited;
- searches conducted;
- books or products viewed;
- digital content accessed;
- links selected;
- downloads;
- features used;
- purchase activity;
- account activity;
- referral information;
- navigation patterns;
- error reports;
- performance information; and
- interactions with digital Services.

This information may be used to operate, secure, analyze, improve, and personalize the Services, subject to applicable law and your available choices.

### **3.16. Location Information**

Depending upon the Services you use and the permissions available on your Device, PBY or its service providers may collect location-related information. This may include:

- approximate location derived from IP address;
- country;
- state or province;
- city;
- time zone; or
- precise location where you expressly permit a Device or Service to provide it and where PBY has a legitimate purpose and legal basis for processing it.

PBY does not necessarily collect precise geolocation information from every user.

### **3.17. Social Media and Publicly Available Information**

PBY may receive information from social media platforms, professional networks, public websites, public records, publishing databases, retailers, distributors, or other publicly accessible sources. The information may include:

- public profile information;
- professional information;

- public posts;
- author information;
- publication information;
- business information;
- publicly listed contact information; and
- other information lawfully made available.

The availability and use of such information are subject to applicable law and the policies of the source from which it was obtained.

### **3.18. Information Concerning Other Individuals**

You may provide PBY with Personal Information concerning another individual, such as:

- a co-author;
- contributor;
- editor;
- agent;
- translator;
- illustrator;
- photographer;
- narrator;
- rights holder;
- business representative;
- shipping recipient; or
- other individual.

You should provide another person's Personal Information only where you are authorized or otherwise legally permitted to do so. Where required by applicable law, PBY may require you to demonstrate that you have appropriate authority or legal basis for providing another person's information.

### **3.19. Sensitive Personal Information**

PBY may process Sensitive Personal Information when:

- you voluntarily provide it;
- it is necessary to provide a requested Service;
- it is necessary to comply with a legal obligation;
- it is necessary to protect rights, safety, or security;
- processing is otherwise permitted by applicable law; or
- you provide consent where consent is legally required.

PBY does not seek Sensitive Personal Information from users unless there is a legitimate reason to collect it. Where applicable law imposes additional restrictions on Sensitive Personal Information, PBY will apply those restrictions.

### **3.20. Information Generated or Inferred From Other Information**

PBY may derive or generate information from information already collected, where permitted by law. This may include:

- preferences;
- account classifications;
- service usage patterns;
- fraud-risk indicators;
- security signals;
- language preferences;
- general audience or customer segments;
- publishing-related classifications;
- product interests; and
- other reasonable inferences.

Where applicable law treats inferred information as Personal Information, PBY will handle it accordingly.

### **3.21. Information From Business and Publishing Relationships**

In connection with professional and commercial relationships, PBY may process information concerning:

- publishers;
- distributors;
- retailers;

- literary agents;
- rights organizations;
- libraries;
- vendors;
- contractors;
- professional advisors;
- licensors;
- licensees;
- business representatives;
- and
- other organizations or individuals involved in the publishing ecosystem.

This may include contact information, contractual information, professional information, payment information, rights information, and communications.

### **3.22. Information We Do Not Intentionally Collect**

PBY does not intentionally seek to collect categories of Personal Information that are unnecessary for the operation of our Services. If you voluntarily provide information that is not necessary for a particular Service, PBY may process it as permitted by applicable law. Where appropriate, PBY may delete or de-identify information that is not reasonably necessary for the purpose for which it was collected, subject to legal, contractual, accounting, security, archival, or other legitimate retention requirements.

### **3.23. Information Required to Provide Certain Services**

Certain information may be necessary to provide particular Services. For example, PBY may require:

- contact information to communicate with you;
- payment information to complete a purchase;
- shipping information to fulfill a physical order;
- tax information to administer royalty payments;
- identity information to establish contractual or compliance relationships;
- manuscript information to perform publishing Services; or
- account credentials to provide account-based Services.

Where information is required, PBY may identify the requirement at or before the time of collection where required by law.

### **3.24. No Guarantee That Every Category Applies to Every Individual**

The categories described in this Section are intended to provide transparency regarding the types of Personal Information PBY may process across its business. PBY does not necessarily collect every category from every person. The information actually collected will depend upon:

- the Services you use;
- your relationship with PBY;
- the information you provide;
- your communications with us;
- your choices;
- your Device and technical environment;
- applicable contracts; and
- Applicable Law.

## **4. SECTION 4: SOURCES OF PERSONAL DATA**

Publishing By YOUNGBLOOD may obtain Personal Information from multiple sources depending upon your relationship with PBY, the Services you use, the information you provide, and Applicable Law. PBY may combine information obtained from different sources where permitted by law and reasonably necessary for legitimate business, contractual, security, publishing, operational, or legal purposes.

### **4.1. Information You Provide Directly**

PBY may collect Personal Information directly from you when you:

- create an account;
- purchase a product or Service;
- subscribe to a newsletter or other communication;
- submit a manuscript or Creative Materials;
- enter into an Author Publishing Agreement or other contract;
- submit an author profile;
- provide royalty or payment information;
- provide tax documentation;
- request customer or technical support;
- contact PBY;
- submit a privacy request;
- participate in a survey;
- enter a contest or promotion;
- register for an event;
- submit a review or other User-Generated Content;
- communicate with an employee, representative, or contractor of PBY; or
- otherwise voluntarily provide information to PBY.

### **4.2. Information Collected Automatically**

PBY may automatically collect certain technical, device, usage, and interaction information when you access or use our Services. This may occur through:

- cookies;
- pixels;
- web beacons;
- software development kits;
- log files;
- application technologies;
- device identifiers;
- analytics technologies;
- security technologies;
- session technologies; and
- similar automated technologies.

The collection and use of such technologies are addressed further in Section 8.

### **4.3. Information From Your Device**

Depending upon your Device, settings, permissions, and use of the Services, PBY may receive information from:

- computers;
- smartphones;
- tablets;
- e-readers;
- mobile applications;
- connected devices;
- browsers;
- operating systems; and
- network connections.

The categories of information available to PBY may depend upon the technical capabilities of the Device and the permissions you have granted.

#### **4.4. Information From Payment Providers**

PBY may receive information from payment processors and financial service providers in connection with transactions. Such information may include:

- payment confirmation;
- transaction identifiers;
- payment status;
- partial payment information;
- fraud indicators;
- billing information;
- refund information; and
- other information necessary to process or document a transaction.

PBY may not receive or retain complete payment-card information when that information is processed directly by a third-party payment provider.

#### **4.5. Information From Publishing and Distribution Partners**

PBY may receive Personal Information from organizations involved in the publishing and distribution ecosystem, including:

- distributors;
- retailers;
- bookstores;
- libraries;
- digital marketplaces;
- print providers;
- fulfillment providers;
- audiobook platforms;
- e-book platforms;
- rights organizations;
- licensing organizations; and
- other publishing partners.

Such information may include:

- sales information;
- distribution information;
- order information;
- royalty information;
- rights information;
- publication information;
- customer or account information;
- performance information; and
- other information necessary to administer publishing and distribution relationships.

#### **4.6. Information From Authors and Prospective Authors**

PBY may receive Personal Information directly from Authors and prospective Authors during:

- manuscript submissions;
- proposal submissions;
- author inquiries;
- publishing consultations;
- contract negotiations;
- editorial communications;
- production;
- publication;
- distribution;
- licensing;
- royalty administration; and
- other publishing activities.

This may include both Personal Information and Creative Materials.

#### **4.7. Information From Agents, Representatives and Rights Holders**

PBY may receive information from literary agents, managers, attorneys, representatives, estates, rights holders, publishers, licensors, or other authorized representatives.

Such information may concern:

- Author identity;
- rights ownership;
- contact information;
- contractual authority;
- licensing rights;
- publishing rights;
- royalty arrangements;
- permissions;
- intellectual property;
- business relationships; and
- other information relevant to a publishing or rights transaction.

#### 4.8. Information From Employers, Organizations and Business Partners

Where PBY interacts with an organization rather than directly with an individual, we may receive Personal Information from:

- employers;
- publishers;
- educational institutions;
- nonprofit organizations;
- government entities;
- corporations;
- professional organizations;
- business partners;
- event organizers; and
- other organizations.

This may occur when an organization engages PBY to provide Services or facilitates an individual's interaction with PBY.

#### 4.9. Information From Service Providers

PBY may receive information from Service Providers that perform functions on our behalf. These providers may assist with:

- hosting;
- payment processing;
- accounting;
- tax administration;
- royalty administration;
- customer support;
- email delivery;
- communications;
- cloud storage;
- analytics;
- cybersecurity;
- fraud prevention;
- identity verification;
- shipping;
- fulfillment;
- printing;
- distribution;
- accessibility;
- translation;
- transcription; and
- other operational functions.

Service Providers may collect information directly from you or process information that PBY provides to them.

#### 4.10. Information From Social Media Platforms

If you interact with PBY through social media or other third-party platforms, PBY may receive information from those platforms depending upon:

- your privacy settings;
- the platform's policies;
- the permissions you grant;
- your interaction with PBY; and
- Applicable Law.

For example, if you publicly interact with PBY through a social media platform, information associated with that interaction may be visible to PBY.

#### **4.11. Information From Publicly Available Sources**

PBY may collect information from publicly available sources, including:

- public websites;
- professional directories;
- publishing databases;
- bibliographic databases;
- government records;
- business registries;
- public social media profiles;
- publicly available author profiles;
- publicly accessible publications; and
- other lawfully available sources.

PBY will use such information in accordance with Applicable Law.

#### **4.12. Information From Data and Technology Providers**

PBY may receive information from technology, analytics, security, fraud-prevention, identity-verification, or other specialized providers. Depending upon the Service and Applicable Law, such information may include:

- device information;
- fraud-risk information;
- security indicators;
- approximate location;
- analytics information;
- technical identifiers;
- authentication information;
- business information; or
- other information necessary to operate or protect the Services.

#### **4.13. Information From Other Users**

PBY may receive Personal Information about you from another person. For example, another individual may provide your information when:

- purchasing a product for you;
- identifying you as a co-author;
- identifying you as a contributor;
- providing shipping information;
- referring you to PBY;
- submitting a work containing your information;
- providing contact information for a professional relationship; or
- communicating with PBY concerning you.

Individuals who provide information concerning another person are expected to have appropriate authority or a lawful basis to do so where required by law.

#### **4.14. Information From Governmental and Regulatory Authorities**

PBY may receive Personal Information from governmental, judicial, regulatory, law-enforcement, tax, customs, or other official authorities. This may occur in connection with:

- legal proceedings;
- regulatory inquiries;
- tax reporting;
- compliance requirements;
- identity verification;
- sanctions screening;
- fraud investigations;
- intellectual-property matters;
- law-enforcement requests; or
- other lawful governmental activities.

#### **4.15. Information From Professional Advisors**

PBY may receive information from professional advisors or representatives, including:

- attorneys;
- accountants;
- auditors;
- tax advisors;
- insurance providers;
- financial advisors;
- consultants;
- compliance professionals; and
- other professional service providers.

Such information may be used for legal, financial, tax, accounting, compliance, risk-management, contractual, or business purposes.

#### **4.16. Information From Affiliates**

Where PBY operates with Affiliates or related entities, we may receive Personal Information from those entities where permitted by Applicable Law. Such information may be used to:

- administer Services;
- maintain accounts;
- provide customer support;
- administer contracts;
- prevent fraud;
- maintain security;
- comply with legal requirements; or
- manage legitimate business operations.

#### **4.17. Information Generated Through Our Business Activities**

PBY may generate Personal Information through legitimate business activities. For example, we may create or maintain:

- order records;
- royalty statements;
- contractual records;
- account records;
- customer-service records;
- editorial records;
- publishing records;
- distribution records;
- security logs;
- consent records;
- privacy-request records;
- compliance records;
- transaction histories; and
- other records necessary to operate our business.

#### **4.18. Information Created Through Inferences**

PBY may derive information from information collected from you or other sources. For example, we may derive:

- preferences;
- language preferences;
- service interests;
- customer segments;
- publishing classifications;
- security indicators;
- fraud-risk indicators; or
- other reasonable inferences.

Where applicable law treats such derived or inferred information as Personal Information, PBY will process it accordingly.

#### **4.19. Information Obtained Through Mergers, Acquisitions and Business Transactions**

If PBY participates in a merger, acquisition, reorganization, financing, sale, transfer, bankruptcy proceeding, joint venture, or similar corporate transaction, Personal Information may be transferred as part of the transaction, subject to Applicable Law. Where required, PBY will provide notice concerning material changes in the ownership or use of Personal Information.

#### **4.20. Information Provided Through Third-Party Services**

Some PBY Services may permit you to connect or interact with third-party services. If you choose to connect a third-party service to a PBY Service, PBY may receive information that the third party makes available based upon your settings, permissions, and the applicable third party's policies. PBY does not control the privacy practices of independent third parties.

#### **4.21. Information Obtained Through Referrals**

If you are referred to PBY by another individual, organization, Author, business partner, affiliate, or other party, PBY may receive limited information concerning the referral. Where required by law, PBY will provide appropriate notice concerning the processing of Personal Information.

#### **4.22. Information You Choose Not to Provide**

You may choose not to provide certain Personal Information. However, refusing to provide information may prevent PBY from:

- creating an account;
- processing a transaction;
- delivering a product;
- paying royalties;
- entering into certain contracts;
- providing publishing Services;
- verifying identity;
- complying with tax requirements;
- providing customer support; or
- providing other requested Services.

Where information is optional, PBY will not require you to provide it solely because you wish to use an unrelated Service.

#### **4.23. Combining Information From Multiple Sources**

Where permitted by Applicable Law, PBY may combine information obtained from different sources to:

- provide Services;
- maintain accurate records;
- administer accounts;
- process transactions;
- administer publishing relationships;
- prevent fraud;
- protect security;
- improve Services;
- comply with legal obligations;
- administer rights and permissions; or
- perform other lawful business functions.

PBY will apply applicable privacy protections to Personal Information regardless of the source from which it was obtained.

#### **4.24. Accuracy of Information From Third Parties**

PBY may rely upon information provided by third parties when that information is reasonably necessary for a particular Service or business purpose. If you believe that Personal Information maintained by PBY is inaccurate, you may request correction or exercise any applicable right to rectification or correction as described in Section 20 and the applicable jurisdiction-specific sections.

#### **4.25. Source-Specific Limitations**

The information PBY receives from a particular source may be limited by:

- the source's privacy practices;
- your permissions;
- contractual restrictions;
- technical limitations;
- Applicable Law; and
- the purpose for which the information was originally collected.

PBY does not represent that every category of information described in this Section will be obtained from every source or available in every Service.

#### **4.26. Publishing-Specific Source Transparency**

Because PBY operates within the publishing ecosystem, Personal Information may move between multiple parties involved in the lifecycle of a work.

Depending upon the applicable relationship, information may originate with or be exchanged among:

- |                   |                      |                          |
|-------------------|----------------------|--------------------------|
| • Authors;        | • licensors;         | • tax administrators;    |
| • co-authors;     | • publishers;        | • fulfillment providers; |
| • agents;         | • distributors;      | • technology providers;  |
| • editors;        | • retailers;         | and                      |
| • contributors;   | • libraries;         | • other publishing or    |
| • rights holders; | • payment providers; | business partners.       |

The processing of such information may be governed by separate contracts, privacy notices, data-processing agreements, or other legal requirements.

#### **4.27. Lawful Collection**

PBY will collect Personal Information through lawful means and for legitimate purposes consistent with this Privacy Policy, applicable contracts, and Applicable Law. Where a particular jurisdiction requires notice, consent, a lawful basis, or another legal mechanism before information may be collected, PBY will apply the applicable requirement.

#### **4.28. No Universal Source Requirement**

Not every Service requires PBY to collect information directly from the individual to whom it relates. Depending upon the circumstances, PBY may lawfully receive information from another person, organization, public source, technology provider, business partner, governmental authority, or other source. The applicable source and processing circumstances may determine what notice, rights, or choices are available under Applicable Law.

### **5. SECTION 5: AUTHOR, MANUSCRIPT & CREATIVE MATERIAL HANDLING**

Publishing By YOUNGBLOOD recognizes that Authors and other creators may entrust PBY with unpublished manuscripts, drafts, creative works, intellectual property, professional information, and other materials that may have substantial personal, commercial, artistic, or strategic value. PBY treats the handling of such materials differently from ordinary customer information because Creative Materials may contain both Personal Information and valuable intellectual property.

## 5.1. Scope of Author and Creative Materials

For purposes of this Section, Author and Creative Materials may include:

- unpublished manuscripts;
- published manuscripts;
- book proposals;
- outlines;
- chapters;
- drafts;
- revisions;
- research materials;
- notes;
- literary works;
- scholarly works;
- educational materials;
- poetry;
- scripts;
- artwork;
- illustrations;
- photographs;
- cover designs;
- audio recordings;
- audiobook masters;
- video;
- translations;
- editorial materials;
- production files;
- metadata;
- marketing materials;
- promotional materials;
- rights documentation;
- licensing information;
- permissions documentation; and
- other materials provided to PBY in connection with publishing or related Services.

## 5.2. Personal Information Within Creative Materials

Creative Materials may contain Personal Information relating to:

- the Author;
- co-authors;
- contributors;
- family members;
- interview subjects;
- research subjects;
- employees;
- customers;
- professional contacts; or
- other individuals.

Where Personal Information is contained within Creative Materials, PBY will process that Personal Information in accordance with Applicable Law and this Privacy Policy, subject to applicable contractual obligations.

## 5.3. Intellectual Property Is Distinct From Personal Information

The fact that PBY possesses or processes a Manuscript or other Creative Material does not mean that PBY owns the underlying intellectual property. Unless expressly provided otherwise in a separate written agreement, ownership of an Author's underlying intellectual property remains governed by the applicable copyright, intellectual-property, license, assignment, publishing, or other written agreement. This Privacy Policy does not itself transfer ownership of copyright, trademark rights, patent rights, publicity rights, or other intellectual-property rights.

## 5.4. Submission and Receipt of Manuscripts

When an Author submits a Manuscript or other Creative Material to PBY, PBY may collect and process information necessary to:

- receive the submission;
- identify the submitting party;
- evaluate the submission;
- communicate with the Author;
- conduct editorial review;
- perform rights and permissions review;
- perform legal or compliance review;
- prepare the work for publication;
- edit and proofread the work;
- format the work;
- create production files;
- produce print or digital editions;
- create audiobook or other media editions;
- distribute the work;
- administer royalties;
- administer licenses and rights; and
- perform other Services authorized by the applicable relationship or agreement.

## 5.5. Unpublished Manuscript Handling

PBY recognizes that an unpublished Manuscript may contain confidential information, trade secrets, creative concepts, commercially sensitive information, or other material that an Author does not intend to make public. nPBY will use reasonable administrative, technical, and organizational measures appropriate to the nature of the information and the Services provided to protect unpublished Creative Materials against unauthorized access, use, alteration, disclosure, or destruction. However, the precise confidentiality obligations applicable to a particular Manuscript may be governed by a separate:

- Author Publishing Agreement;
- nondisclosure agreement;
- confidentiality agreement;
- licensing agreement;
- submission agreement; or
- other written contract.

Where a separate agreement establishes specific confidentiality obligations, that agreement governs those obligations to the extent permitted by Applicable Law.

## 5.6. Authorized Internal Access

Access to unpublished Creative Materials may be limited to PBY personnel, contractors, professional advisors, or Service Providers who reasonably require access to perform authorized functions. Such functions may include:

- |                          |                              |                           |
|--------------------------|------------------------------|---------------------------|
| • editorial review;      | • typesetting;               | • metadata creation;      |
| • developmental editing; | • cover development;         | • publication;            |
| • copyediting;           | • illustration;              | • distribution;           |
| • proofreading;          | • audiobook production;      | • royalty administration; |
| • fact checking;         | • transcription;             | • security;               |
| • rights review;         | • translation;               | • technical support; and  |
| • legal review;          | • accessibility preparation; | • other authorized        |
| • formatting;            | • quality assurance;         | publishing functions.     |

Access may be granted based on role, business necessity, contractual requirements, security controls, or other legitimate operational considerations.

## 5.7. Service Providers and Creative Materials

PBY may use Service Providers to perform functions necessary to provide publishing and related Services. Depending upon the Service, a Service Provider may process Creative Materials or information contained within them. Examples may include providers supporting:

- |                        |                                     |
|------------------------|-------------------------------------|
| • secure storage;      | • audiobook production;             |
| • document management; | • accessibility;                    |
| • editorial workflows; | • translation;                      |
| • typesetting;         | • transcription;                    |
| • printing;            | • cybersecurity;                    |
| • distribution;        | • backup and disaster recovery; and |
| • digital conversion;  | • other publishing operations.      |

PBY will seek to use appropriate contractual, technical, and organizational safeguards when third parties process Creative Materials on PBY's behalf.

## **5.8. Confidentiality Does Not Mean Absolute Non-Disclosure**

PBY will not interpret a general expectation of confidentiality as prohibiting disclosures that are:

- required by law;
- required by valid legal process;
- necessary to protect the rights, safety, or property of PBY or another person;
- necessary to investigate fraud, security incidents, or unlawful conduct;
- authorized by the applicable Author or rights holder;
- necessary to provide contracted publishing Services; or
- otherwise permitted by Applicable Law or an applicable agreement.

Where legally permitted and reasonably practicable, PBY may provide notice before making a legally compelled disclosure.

## **5.9. No Unauthorized Commercial Exploitation**

Except as authorized by an applicable agreement or permitted by law, PBY does not acquire ownership of an Author's Manuscript merely because the Author submits it to PBY. PBY's receipt of a Manuscript does not by itself grant PBY the right to independently publish, license, sell, reproduce, distribute, or commercially exploit the work outside the scope of the applicable contractual relationship.

## **5.10. Editorial and Production Processing**

PBY may process Creative Materials as reasonably necessary to prepare a work for publication. Such processing may include:

- formatting;
- editing;
- proofreading;
- restructuring where authorized;
- converting file formats;
- creating print-ready files;
- creating electronic editions;
- generating accessible formats;
- preparing audiobook materials;
- creating metadata;
- quality control;
- correcting technical errors; and
- other production activities.

The authority for substantive editorial or creative changes will be determined by the applicable Author agreement, project instructions, or other contractual arrangement.

## **5.11. Manuscript Versions and Working Files**

During the publishing process, PBY may create or retain multiple versions of Creative Materials, including:

- original submissions;
- revised manuscripts;
- edited manuscripts;
- proof copies;
- production files;
- print-ready files;
- electronic files;
- audio masters;
- accessibility files;
- metadata files;
- backup copies; and
- archival copies.

Different versions may be retained for different periods depending upon contractual, operational, legal, accounting, security, archival, or distribution requirements.

## 5.12. Metadata and Publication Information

PBY may process information relating to a published or scheduled work, including:

- title;
- subtitle;
- Author name;
- Pen Name;
- contributor names;
- ISBN information;
- edition information;
- publication date;
- description;
- category;
- keywords;
- pricing;
- format;
- language;
- rights information;
- territory information;
- distributor information; and
- other publishing metadata.

Some metadata may become publicly available through catalogs, distributors, retailers, libraries, search engines, bibliographic databases, or other publishing channels. The treatment of Author identities and Pen Names is addressed further in Section 6.

## 5.13. Rights, Permissions and Third-Party Materials

PBY may process information concerning permissions and rights associated with Creative Materials. This may include information relating to:

- copyright ownership;
- licenses;
- permissions;
- releases;
- image rights;
- publicity rights;
- music rights;
- translation rights;
- territorial rights;
- distribution rights;
- adaptation rights;
- contributor rights; and
- other intellectual-property or contractual rights.

Authors and other submitting parties are responsible for providing accurate information and obtaining permissions they are contractually or legally required to obtain.

## 5.14. Materials Concerning Other Individuals

Authors may submit Creative Materials containing information about other individuals. Authors and submitting parties should consider whether disclosure of such information is lawful and whether appropriate consent, authorization, release, or other legal basis is required. PBY may request additional information, permissions, releases, or modifications where reasonably necessary to address privacy, publicity, intellectual-property, defamation, security, or other legal concerns.

## 5.15. Special Handling of Highly Sensitive Creative Materials

If Creative Materials contain unusually sensitive information, an Author may be required to use designated submission, storage, or transfer procedures. PBY may establish additional security requirements for materials that present heightened risks because of:

- highly sensitive Personal Information;
- confidential business information;
- trade secrets;
- unpublished commercial information;
- legal restrictions;
- contractual restrictions; or
- security concerns.

## 5.16. Artificial Intelligence and Creative Materials

PBY recognizes that Authors may have legitimate concerns regarding the use of Artificial Intelligence in connection with unpublished Creative Materials. Unless otherwise expressly authorized in writing by the applicable Author or rights holder, PBY will not intentionally use unpublished Manuscripts or private Creative Materials as training data for a public or third-party generative AI model solely for the purpose of developing or improving that model. This provision does not prohibit PBY from using authorized technological tools that process Creative Materials for legitimate publishing operations, such as:

- spelling and grammar assistance;
- proofreading;
- transcription;
- translation;
- accessibility processing;
- formatting;
- search;
- metadata generation;
- quality assurance;
- security;
- fraud prevention;
- workflow automation; or
- other authorized operational purposes.

Where a third-party technology provider processes Creative Materials on PBY's behalf, PBY may impose contractual or technical restrictions appropriate to the Service and Applicable Law. Where an Author agreement establishes more specific restrictions concerning Artificial Intelligence, that agreement will control to the extent applicable.

## 5.17. No Sale of Unpublished Manuscripts

Unless expressly authorized by an applicable written agreement, PBY does not sell an Author's unpublished Manuscript as a commodity or transfer ownership of the Manuscript merely because it has been submitted for publishing consideration or Services. Any licensing, assignment, publication, distribution, adaptation, or other commercial exploitation of an Author's work will be governed by the applicable agreement and Applicable Law.

## 5.18. Security of Creative Materials

PBY may use reasonable safeguards appropriate to the nature and sensitivity of Creative Materials. Such safeguards may include:

- access controls;
- authentication;
- role-based permissions;
- encryption where appropriate;
- secure transmission;
- monitoring;
- logging;
- backups;
- physical security;
- vendor controls;
- incident-response procedures; and
- other administrative, technical, and organizational measures.

No electronic storage or transmission system can be guaranteed to be completely secure.

## 5.19. Data Breaches and Creative Materials

If PBY determines that a security incident has affected Personal Information or other protected information, PBY will investigate and respond in accordance with Applicable Law and applicable contractual obligations. Where legally required, PBY will provide notice to affected individuals, Authors, rights holders, governmental authorities, or other parties. The applicable notification obligations may differ depending upon the nature of the information, the jurisdiction, and the circumstances of the incident.

## **5.20. Retention of Manuscripts and Creative Materials**

PBY may retain Manuscripts and Creative Materials for periods reasonably necessary to:

- provide Services;
- satisfy contractual obligations;
- administer publishing rights;
- maintain production records;
- administer royalties;
- resolve disputes;
- protect intellectual-property rights;
- maintain archival records;
- comply with legal requirements;
- protect against fraud or abuse;
- maintain backups; or
- satisfy other legitimate business purposes.

Specific retention periods may be established by the applicable Author agreement or other contract. Section 18 provides additional information concerning PBY's general retention practices.

## **5.21. Return or Deletion of Creative Materials**

Where applicable and subject to contractual terms, PBY may provide procedures for requesting the return or deletion of certain Creative Materials. PBY may be unable to delete or return certain information when retention is required or reasonably necessary for:

- legal compliance;
- tax or accounting obligations;
- contractual records;
- intellectual-property protection;
- dispute resolution;
- security;
- fraud prevention;
- archival purposes;
- backup systems; or
- other lawful purposes.

## **5.22. Unsolicited Materials**

PBY may establish separate procedures governing unsolicited manuscripts, proposals, ideas, concepts, or other Creative Materials. Submission of unsolicited materials through a channel not designated for manuscript submissions does not necessarily establish a publishing relationship, confidentiality agreement, fiduciary relationship, or obligation to review or return the materials. Additional provisions concerning unsolicited submissions may appear in PBY's Terms and Conditions, Author Submission Guidelines, or other applicable policies.

## **5.23. Relationship to Author Agreements**

This Privacy Policy addresses the privacy and information-processing aspects of Author and Creative Material handling. It does not replace or supersede the substantive contractual terms governing:

- copyright ownership;
- intellectual-property ownership;
- publishing rights;
- licenses;
- assignments;
- royalties;
- advances;
- territories;
- formats;
- distribution;
- editorial authority;
- exclusivity;
- termination;
- warranties;
- representations;
- indemnification;
- confidentiality; or
- other publishing rights and obligations.

Those matters are governed by the applicable written agreement between PBY and the Author or rights holder.

## **5.24. Author Responsibilities**

Authors and other submitting parties are responsible for ensuring that information and Creative Materials submitted to PBY do not knowingly violate the rights of another person. Authors should not submit Personal Information concerning another individual unless they have an appropriate legal basis or authorization to do so. Authors should also comply with applicable publishing, copyright, privacy, publicity, confidentiality, and other legal requirements applicable to their submissions.

## **5.25. Protection of Creative Trust**

PBY recognizes that a publishing relationship may involve a high degree of trust concerning information that has not yet entered the public marketplace. PBY therefore seeks to maintain appropriate safeguards and controlled access to unpublished Creative Materials while recognizing that the precise legal rights and obligations associated with those materials arise from Applicable Law and the contracts governing the publishing relationship. Nothing in this Section creates a greater contractual confidentiality obligation than that established by an applicable written agreement, except to the extent required by Applicable Law.

# **6. SECTION 6: PEN NAMES, PUBLIC PROFILES & DISTRIBUTION METADATA**

Publishing By YOUNGBLOOD recognizes that Authors and other creators may choose to conduct their professional publishing activities under a legal name, professional name, pseudonym, stage name, trade name, or Pen Name. PBY respects an Author's designated public identity while maintaining the ability to collect and process legal identity information when reasonably necessary for contracts, royalty administration, tax reporting, payment processing, identity verification, legal compliance, rights administration, or other legitimate business purposes.

## **6.1. Legal Identity and Public Identity**

An Author may provide PBY with a legal name that differs from the name the Author wishes to use publicly. For example, an Author may maintain:

- a legal name for contractual and tax purposes;
- a Pen Name for publication;
- a professional name for business purposes; or
- a separate public identity for marketing and promotional activities.

PBY may maintain both the Author's legal identity and designated public identity in its records. The existence of a Pen Name does not eliminate PBY's right or obligation to collect information necessary to establish the Author's legal identity where required.

## **6.2. Respect for Designated Pen Names**

Where an Author has properly designated a Pen Name for public use, PBY will generally use that Pen Name in public-facing publishing materials to the extent permitted by the applicable publishing agreement and Applicable Law. This may include:

- |                       |                          |                          |
|-----------------------|--------------------------|--------------------------|
| • book covers;        | • distributor metadata;  | • social media;          |
| • author pages;       | • promotional materials; | • bibliographic records; |
| • catalog listings;   | • websites;              | and                      |
| • online storefronts; | • marketing              | • other public-facing    |
| • retailer listings;  | communications;          | publishing materials.    |

PBY will not intentionally substitute an Author's private legal name for a designated Pen Name in public-facing materials merely because PBY possesses the Author's legal identity.

### **6.3. Legal Name Requirements**

PBY may require an Author's legal name for purposes including:

- executing contracts;
- verifying identity;
- administering royalties;
- processing payments;
- tax reporting;
- issuing tax forms;
- complying with financial regulations;
- rights administration;
- responding to lawful governmental requests;
- preventing fraud;
- sanctions screening;
- resolving disputes; and
- complying with Applicable Law.

Legal identity information may be maintained separately from public-facing Author metadata where reasonably practicable.

### **6.4. Pen Name and Contractual Records**

A Pen Name does not alter the legal identity of the person entering into a contract with PBY. Where a publishing agreement is executed by an individual using a Pen Name, PBY may retain documentation establishing the legal identity of the contracting party. The applicable publishing agreement will determine how the Author's legal name and Pen Name are treated for contractual and publication purposes.

### **6.5. Public Author Profiles**

PBY may create or maintain public-facing Author profiles associated with published works. Depending upon the Author's preferences, applicable agreements, and Applicable Law, a public profile may contain:

- Pen Name;
- professional name;
- biography;
- photograph;
- likeness;
- books and publications;
- descriptions;
- professional information;
- links to authorized websites;
- social media links;
- awards;
- credentials;
- interviews;
- public statements; and
- other information intended for public presentation.

Authors should review information submitted for public display before publication where PBY provides an opportunity to do so.

### **6.6. Author Photographs and Likeness**

Where an Author provides a photograph, image, video, voice recording, likeness, or other identifying media for publication or promotion, PBY may process and display that material consistent with the applicable agreement, authorization, and Applicable Law. The use of an Author's likeness for commercial, promotional, advertising, or other purposes may also be governed by a separate written authorization or agreement.

## 6.7. Publishing Metadata

PBY may create, maintain, transmit, or publish metadata necessary to identify, market, distribute, catalog, sell, license, or otherwise administer a published work. Metadata may include:

- Author name;
- Pen Name;
- contributor names;
- title;
- subtitle;
- ISBN;
- edition;
- format;
- language;
- publication date;
- description;
- keywords;
- categories;
- subject classifications;
- pricing information;
- territorial information;
- rights information;
- publisher information;
- distributor information; and
- other bibliographic or commercial information.

Some metadata may be transmitted to third parties and may become publicly accessible.

## 6.8. ISBN and Bibliographic Records

Where an Author has designated a Pen Name for public use, PBY will use reasonable administrative and technical measures to maintain separation between the Author's legal identity and public-facing publishing metadata. Where PBY controls the applicable metadata submission, PBY will identify the Author using the designated Pen Name where permitted by the applicable ISBN, bibliographic, retailer, distributor, marketplace, or cataloging requirements. PBY will not intentionally transmit an Author's legal name as public-facing author metadata unless required for legitimate business, contractual, tax, regulatory, legal, rights-management, or other lawful purposes. PBY cannot guarantee how an independent ISBN agency, bibliographic database, retailer, distributor, library, search engine, marketplace, or other third party may independently display, reproduce, index, or obtain information.

## 6.9. Retailer and Distributor Metadata Safeguards

PBY may transmit publishing metadata containing an Author's designated Pen Name to retailers, distributors, marketplaces, libraries, bibliographic services, search engines, and other publishing partners. Where commercially and operationally appropriate, PBY seeks to maintain contractual and administrative safeguards designed to prevent unauthorized disclosure of an Author's private legal identity. PBY does not control the independent privacy, publication, indexing, or metadata practices of third-party recipients and therefore cannot guarantee that a third party will never display or otherwise disclose information received or independently obtained.

## 6.10. Public Availability of Publishing Information

Authors should understand that publication generally involves the dissemination of certain information. Depending upon the nature of the publication, information may become available through:

- bookstores;
- libraries;
- online retailers;
- search engines;
- bibliographic databases;
- distributor catalogs;
- publishing databases;
- media outlets;
- social media;
- public websites;
- industry databases; and
- other public or commercial channels.

PBY cannot guarantee that information lawfully published or distributed will remain confined to a particular platform.

## **6.11. Legal Identity Disclosure**

PBY will generally seek to protect an Author's private legal identity when the Author has designated a Pen Name for public use. However, PBY may disclose a legal name or other identifying information where disclosure is:

- required by law;
- required by subpoena, court order, warrant, or other valid legal process;
- required by a governmental or regulatory authority;
- necessary to comply with tax obligations;
- necessary to comply with financial or sanctions requirements;
- necessary to prevent fraud or unlawful activity;
- necessary to protect the rights, safety, or property of PBY or another person;
- expressly authorized by the Author; or
- otherwise permitted by Applicable Law.

Where legally permitted, PBY may seek to limit the scope of a compelled disclosure and may provide notice to the affected individual where reasonably practicable.

## **6.12. Requests for Confidential Treatment**

An Author may request that certain information be treated as non-public. PBY will consider such requests consistent with:

- the applicable publishing agreement;
- the nature of the information;
- technical limitations;
- publishing requirements;
- third-party distribution requirements;
- legal obligations; and
- Applicable Law.

A request for confidential treatment does not guarantee that information can be withheld where disclosure is legally required or necessary for publication and distribution.

## **6.13. Changes to Pen Names**

An Author may request a change to a Pen Name or public-facing Author identity. Such requests may require:

- identity verification;
- contractual review;
- metadata updates;
- retailer or distributor updates;
- ISBN or bibliographic updates;
- reprinting or reformatting;
- additional administrative work; or
- other measures.

PBY cannot guarantee that every historical, archived, cached, printed, or third-party record can be changed or removed.

## **6.14. Historical and Archived Records**

PBY may retain historical publishing records containing an Author's former name, Pen Name, publication history, or other information when reasonably necessary for:

- legal compliance;
- accounting;
- royalty administration;
- rights administration;
- contractual records;
- intellectual-property protection;
- historical publishing records;
- dispute resolution;
- fraud prevention;
- security; or
- other legitimate purposes.

Where required by Applicable Law, PBY will evaluate requests concerning correction, restriction, deletion, or other treatment of such information.

## **6.15. Co-Authors and Contributors**

Where a work has multiple Authors or contributors, PBY may process and publish the names or Pen Names of those individuals in accordance with:

- the applicable publishing agreement;
- written instructions;
- rights documentation;
- publication metadata;
- Applicable Law; and
- legitimate publishing requirements.

Each participating individual may have different privacy preferences. PBY may require appropriate authorization before making material changes to jointly controlled Author metadata.

## **6.16. Anonymous Publication**

An Author may inquire about anonymous publication where PBY offers such an option. Anonymous publication may not be available for every Service, publication channel, distributor, retailer, jurisdiction, or format. Even where a work is publicly published without an Author name, PBY may retain the Author's legal identity internally when required for contractual, tax, royalty, legal, security, or compliance purposes.

## **6.17. Name Conflicts and Identity Accuracy**

PBY may take reasonable steps to distinguish between Authors or other individuals who use the same or substantially similar names. Such measures may include:

- additional identifiers;
- professional information;
- geographic information;
- publishing history;
- Author identification numbers; or
- other information reasonably necessary to avoid confusion.

PBY may request additional information where inaccurate identity information could result in incorrect royalty payments, publication records, rights attribution, or other material errors.

### **6.18. Public Corrections**

If an Author identifies a material error in publicly distributed Author information, PBY may work to correct the information in systems under PBY's control. However, PBY cannot guarantee that corrections will immediately appear across all independent retailers, distributors, libraries, search engines, databases, cached pages, or previously printed materials.

### **6.19. Search Engines and Third-Party Indexing**

Publicly available Author information and publication metadata may be indexed by search engines or other third parties. PBY does not control how independent search engines:

- index information;
- rank information;
- cache information;
- display search results;
- create snippets; or
- retain historical copies.

Requests concerning search-engine indexing may need to be directed to the applicable search engine or third-party service.

### **6.20. Social Media and External Profiles**

If an Author provides or authorizes links to social media accounts, websites, or other external profiles, those links may become part of the Author's public publishing profile. PBY does not control the privacy practices, security, content, or policies of those independent services.

### **6.21. Publicity and Promotional Use**

Where authorized by contract or other lawful basis, PBY may use an Author's designated public name, Pen Name, biography, photograph, likeness, voice, publication information, or other approved promotional information to market or promote the Author's work. The scope of such use may be governed by the applicable publishing or promotional agreement.

### **6.22. Removal of Public Information**

An Author may request removal or modification of public-facing information that PBY controls. PBY will evaluate such requests under:

- the applicable publishing agreement;
- the nature of the information;
- contractual obligations;
- legal requirements;
- legitimate publishing interests;
- third-party distribution requirements; and
- Applicable Law.

Removal from PBY-controlled systems does not necessarily remove information already distributed to independent third parties.

### **6.23. Privacy Rights and Pen Names**

An Author's use of a Pen Name does not prevent the Author from exercising applicable privacy rights. Where legally available, an Author may request access to, correction of, deletion of, restriction of, or other lawful treatment of Personal Information associated with the Author. PBY may require reasonable identity verification before fulfilling a privacy request in order to prevent unauthorized disclosure of another person's information.

### **6.24. No Guarantee of Complete Anonymity**

Although PBY may respect a designated Pen Name, PBY cannot guarantee complete anonymity. An Author's identity may become known through:

- voluntary disclosure;
- public records;
- independent publication;
- interviews;
- social media;
- third-party databases;
- retailer records;
- legal proceedings;
- contractual disclosures;
- government requirements;
- other publishing participants; or
- other circumstances outside PBY's reasonable control.

### **6.25. Conflicts Between Privacy and Publishing Requirements**

Where a request to conceal, modify, or remove Author information conflicts with:

- a legal requirement;
- a valid contract;
- royalty or tax obligations;
- rights administration;
- publication requirements;
- third-party distribution requirements;
- intellectual-property obligations; or
- other Applicable Law,

PBY will evaluate the conflict and apply the legally controlling requirement. Where appropriate, PBY may seek a reasonable alternative that protects the Author's privacy without preventing PBY from satisfying its legal or contractual obligations.

### **6.26 Commitment to Author Identity Protection**

PBY recognizes that an Author's public identity can be an important part of the Author's personal privacy, professional reputation, artistic identity, and publishing strategy. Accordingly, PBY seeks to distinguish between:

- (a) information necessary for PBY to know and verify who the contracting or rights-holding individual actually is; and
- (b) information that the Author has designated for public presentation.

Maintaining that distinction does not prevent PBY from fulfilling lawful contractual, tax, payment, regulatory, security, publishing, or legal obligations.

## **7. SECTION 7: PURCHASES, PAYMENTS, ROYALTIES & TAX INFORMATION**

Publishing By YOUNGBLOOD may process Personal Information in connection with purchases, orders, subscriptions, publishing relationships, royalty administration, licensing arrangements, payments, tax reporting, financial accounting, identity verification, fraud prevention, and other financial or contractual activities. The information processed will

depend upon the nature of your relationship with PBY and the requirements of the applicable transaction, agreement, jurisdiction, and law.

### **7.1. Customer Purchases**

When you purchase a PBY product or Service, PBY may process information necessary to:

- identify the purchaser;
- process the transaction;
- verify payment;
- fulfill an order;
- provide digital access;
- ship physical products;
- calculate applicable taxes;
- issue receipts;
- administer refunds;
- prevent fraud;
- provide customer support;
- maintain transaction records; and
- comply with legal and accounting requirements.

### **7.2. Transaction Information**

Transaction records may include:

- order number;
- transaction date;
- products or Services purchased;
- quantity;
- price;
- currency;
- discounts;
- promotional codes;
- taxes;
- shipping charges;
- payment status;
- refund status;
- cancellation information;
- billing information;
- fulfillment information; and
- other information reasonably necessary to document the transaction.

### **7.3. Payment Processing**

PBY may use third-party payment processors, banks, financial institutions, merchant-service providers, and other payment service providers to process transactions. Depending upon the payment method, these providers may process:

- payment-card information;
- bank account information;
- payment account identifiers;
- billing information;
- transaction information;
- authentication information;
- fraud-prevention information; and
- other information necessary to complete the transaction.

PBY does not necessarily receive or retain complete payment-card information when such information is processed directly by a payment provider.

### **7.4. Payment Security**

PBY may use administrative, technical, and organizational safeguards designed to protect payment and financial information. Payment providers may maintain their own security systems, certifications, controls, and privacy policies. PBY is not responsible for the independent security practices of third-party payment providers except to the extent required by Applicable Law.

## 7.5. Refunds and Chargebacks

PBY may process information relating to:

- refunds;
- cancellations;
- payment disputes;
- chargebacks;
- disputed transactions;
- failed payments;
- reversed payments; and
- related customer-service communications.

Information concerning disputed transactions may be shared with payment processors, financial institutions, card networks, professional advisors, or other parties where reasonably necessary to investigate or resolve the dispute.

## 7.6. Royalty Administration

Authors and other rights holders may receive royalties or other compensation under applicable agreements. To administer those obligations, PBY may process:

- Author identity;
- Pen Name;
- contract information;
- rights information;
- publication information;
- sales information;
- units sold;
- returns;
- discounts;
- deductions;
- royalty rates;
- royalty statements;
- payment history;
- tax information;
- withholding information;
- payment instructions;
- banking information; and
- other information necessary to calculate and pay amounts owed.

## 7.7. Royalty Statements and Accounting Records

PBY may maintain records necessary to calculate, audit, report, and administer royalties and other contractual payments. Such records may include:

- sales reports;
- distributor statements;
- retailer statements;
- units sold;
- returns;
- applicable deductions;
- applicable expenses;
- royalty calculations;
- payment dates;
- payment amounts;
- balances;
- advances;
- recoupment information;
- tax withholding;
- currency conversions; and
- other accounting information.

## 7.8. Tax Documentation

Authors, rights holders, contractors, vendors, and other recipients of payments may be required to provide tax documentation. Depending upon the individual's or entity's circumstances, this may include:

- IRS Form W-9;
- IRS Form W-8BEN;
- IRS Form W-8BEN-E;
- other IRS forms;
- taxpayer identification numbers;
- Employer Identification Numbers;
- Social Security numbers where legally required;
- foreign tax identification numbers;
- tax residency information;
- withholding certificates;
- treaty-related information; and
- other tax documentation.

PBY will process such information for legitimate tax, payment, accounting, reporting, and compliance purposes.

## **7.9. Tax Withholding**

PBY may withhold taxes or other amounts from payments where required by:

- U.S. federal law;
- state law;
- foreign tax law;
- tax treaties;
- governmental requirements;
- applicable contracts; or
- other Applicable Law.

The amount withheld may depend upon the recipient's tax status, documentation, jurisdiction, treaty eligibility, payment type, and other applicable circumstances.

## **7.10. International Royalty Payments**

Where PBY makes payments to individuals or entities located outside the United States, additional information may be required to:

- identify the recipient;
- establish tax residency;
- determine withholding obligations;
- process international payments;
- satisfy sanctions requirements;
- comply with currency or financial regulations;
- prevent fraud; and
- meet other legal requirements.

International payments may be processed through banks, payment processors, correspondent financial institutions, or other financial service providers.

## **7.11. Banking Information**

Authors, contractors, vendors, or other payment recipients may provide banking information for direct payments. Such information may include:

- bank name;
- account holder name;
- account number;
- routing number;
- SWIFT or BIC information;
- IBAN;
- branch information;
- currency information; and
- other payment instructions.

PBY will use banking information for authorized payment and financial administration purposes and other purposes permitted by Applicable Law.

## **7.12. Verification of Payment Information**

PBY may verify payment information to prevent:

- fraud;
- misdirected payments;
- identity theft;
- unauthorized account access;
- payment diversion;
- money laundering; or
- other financial misconduct.

Verification may involve payment processors, banks, identity-verification providers, fraud-prevention providers, or other authorized third parties.

### **7.13. Changes to Payment Information**

If you change your payment or banking information, PBY may require additional verification before implementing the change. This may include:

- account authentication;
- identity verification;
- confirmation through an existing communication channel;
- documentation;
- verification by a payment provider; or
- other reasonable security measures.

These measures are intended to reduce the risk of fraudulent payment redirection.

### **7.14. Financial Fraud Prevention**

PBY may process Personal Information to detect, prevent, investigate, and respond to:

- payment fraud;
- identity theft;
- account takeover;
- fraudulent royalty claims;
- payment diversion;
- chargeback abuse;
- money laundering;
- sanctions violations;
- suspicious transactions;
- unauthorized purchases; and
- other financial misconduct.

PBY may use automated tools, risk indicators, third-party fraud-prevention services, and human review for these purposes where permitted by law.

### **7.15. Anti-Money Laundering and Financial Compliance**

Where applicable to a particular transaction, relationship, or jurisdiction, PBY may collect and process information necessary to comply with anti-money laundering, counter-terrorist financing, sanctions, know-your-customer, beneficial-ownership, or similar financial compliance requirements. Such information may include:

- identity information;
- government-issued identification;
- taxpayer information;
- business registration information;
- beneficial ownership information;
- payment information;
- transaction information;
- geographic information;
- sanctions-screening information; and
- other information required by Applicable Law.

Not every PBY customer, Author, or transaction will be subject to the same compliance requirements.

### **7.16. Sanctions Screening**

Where required or appropriate, PBY may screen individuals, organizations, transactions, or payment information against applicable sanctions, restricted-party, or government-maintained lists. Such screening may be performed directly by PBY or through authorized Service Providers. PBY may delay, reject, suspend, or restrict a transaction where reasonably necessary to comply with Applicable Law.

## 7.17. Beneficial Ownership Information

Where PBY enters into a relationship with a legal entity and Applicable Law requires identification of beneficial owners or controlling persons, PBY may collect information necessary to establish such ownership or control. This may include:

- names;
- ownership percentages;
- control information;
- government identification;
- business registration records;
- tax information; and
- other legally required information.

## 7.18. Accounting and Financial Records

PBY may maintain financial records necessary to:

- operate the business;
- administer contracts;
- calculate royalties;
- process payments;
- prepare financial statements;
- satisfy tax requirements;
- conduct audits;
- resolve disputes;
- prevent fraud;
- comply with legal requirements; and
- maintain appropriate business records.

## 7.19. Currency Conversion

For international transactions or royalty payments, PBY or its financial partners may process information relating to:

- transaction currency;
- payment currency;
- exchange rates;
- converted amounts;
- conversion dates; and
- applicable financial fees.

The exchange rate used may be determined by the applicable payment provider, bank, distributor, retailer, or other financial institution.

## 7.20. Payment Information From Third Parties

PBY may receive payment-related information from:

- payment processors;
- banks;
- financial institutions;
- distributors;
- retailers;
- marketplaces;
- royalty platforms;
- accounting providers;
- tax service providers; and
- other authorized financial partners.

Such information may be used to reconcile payments, administer royalties, investigate discrepancies, or fulfill contractual obligations.

## 7.21. Royalty Disputes and Audits

If an Author, rights holder, or other payment recipient disputes a royalty statement or payment, PBY may process information necessary to investigate and resolve the matter. This may include:

- contractual records;
- sales records;

- distributor statements;
- retailer reports;
- royalty calculations;
- payment records;
- correspondence;
- accounting records; and
- other relevant information.

Where an applicable publishing agreement grants audit rights, PBY may process information necessary to facilitate or respond to the audit.

## 7.22. Financial Communications

PBY may contact you regarding:

- purchases;
- invoices;
- receipts;
- refunds;
- payment failures;
- royalty statements;
- royalty payments;
- tax documentation;
- account balances;
- contractual payments;
- financial disputes; and
- other financial matters.

These communications may be considered transactional or administrative communications and may continue even if you have opted out of certain marketing communications.

## 7.23. Financial Information and Marketing

PBY will not use sensitive financial information solely for unrelated marketing purposes where such use is prohibited by Applicable Law. Financial information may be used for legitimate purposes including:

- transaction administration;
- customer service;
- accounting;
- fraud prevention;
- royalty administration;
- contract administration;
- compliance; and
- other purposes described in this Privacy Policy.

## 7.24. Payment Information and Service Providers

PBY may disclose financial information to Service Providers where reasonably necessary to:

- process payments;
- administer royalties;
- perform accounting;
- provide tax services;
- prevent fraud;
- verify identity;
- perform compliance screening;
- resolve disputes;
- maintain financial records; or
- provide other authorized Services.

Service Providers may be contractually restricted from using information for purposes unrelated to the Services they provide, subject to Applicable Law and the terms governing the relationship.

## 7.25. Required Financial Disclosures

PBY may disclose financial, tax, payment, or identity information where required by:

- courts;
- governmental agencies;
- tax authorities;
- regulators;
- law-enforcement authorities;

- financial institutions;
- payment networks;
- auditors;
- professional advisors; or
- other authorized parties.

PBY will seek to limit disclosures to information reasonably necessary for the applicable purpose where required by Applicable Law.

## 7.26. Royalty Recipient Responsibility

Authors and other payment recipients are responsible for providing accurate and current:

- legal identity information;
- tax documentation;
- payment instructions;
- banking information;
- residency information; and
- other information reasonably necessary to administer payments.

Failure to provide accurate or required information may result in:

- delayed payments;
- increased withholding;
- inability to process payments;
- additional verification requirements; or
- other consequences permitted by the applicable agreement or law.

## 7.27. Financial Record Retention

PBY may retain financial, tax, payment, royalty, and accounting information for periods necessary to:

- satisfy legal requirements;
- satisfy tax obligations;
- administer contracts;
- maintain accounting records;
- administer royalty obligations;
- resolve disputes;
- conduct audits;
- prevent fraud;
- comply with regulatory requirements; and
- protect PBY's legal and financial interests.

Retention periods may vary according to the nature of the record and Applicable Law.

## 7.28. Privacy Rights Concerning Financial Information

Depending upon the applicable jurisdiction, you may have rights concerning Personal Information used in financial or payment activities. These may include rights to:

- access;
- correct;
- delete;
- restrict;
- object;
- obtain a copy;
- appeal certain decisions; or
- exercise other rights provided by Applicable Law.

Certain financial records may be exempt from deletion or other requests where retention is required by law or necessary for legitimate contractual, accounting, tax, security, or legal purposes.

### 7.29. No Guarantee of Financial Processing Availability

PBY relies upon financial institutions, payment processors, banks, distributors, retailers, and other third parties to facilitate certain financial transactions. PBY cannot guarantee that every payment method, banking channel, currency, financial institution, or payment service will always be available. Availability may be affected by:

- technical issues;
- financial institution policies;
- sanctions;
- fraud controls;
- regulatory requirements;
- geographic restrictions;
- currency restrictions;
- payment-provider policies; or
- other circumstances outside PBY's reasonable control.

### 7.30. Separation of Customer and Author Financial Information

Where reasonably practicable, PBY may maintain different records and systems for:

- customer purchases;
- Author royalties;
- contractor payments;
- vendor payments;
- tax records;
- financial accounting; and
- other business transactions.

Different categories of financial information may therefore be subject to different access controls, retention requirements, contractual obligations, and legal protections.

### 7.31. Financial Information Does Not Establish Ownership

Providing banking, tax, payment, or royalty information to PBY does not establish ownership of any intellectual property or publishing rights. Rights in Creative Materials and published works remain governed by the applicable publishing, licensing, assignment, or other written agreement.

### 7.32. Protection of Financial Information

PBY recognizes that financial, tax, royalty, and payment information can create significant risks if improperly accessed, disclosed, altered, or misused. PBY therefore seeks to apply reasonable safeguards appropriate to the sensitivity of such information, while recognizing that no system of electronic transmission, storage, or payment processing can be guaranteed to be completely secure.

## 8. SECTION 8: COOKIES, TRACKING & AUTOMATED TECHNOLOGIES

Publishing By YOUNGBLOOD ("PBY") and certain Service Providers may use cookies, pixels, web beacons, software development kits ("SDKs"), log files, tags, scripts, local storage, device identifiers, application technologies, and similar automated technologies when you access or use PBY Services. These technologies may help PBY operate, secure, analyze, personalize, improve, and market its Services. The technologies actually used may vary by website, application, Device, jurisdiction, Service, and applicable privacy choices.

### 8.1. What Are Cookies?

Cookies are small data files that may be placed on your Device when you visit a website. Cookies may allow a website to:

- recognize a Device;
- maintain a session;
- remember preferences;
- maintain a shopping cart;

- authenticate an account;
- improve security;
- measure website performance;
- understand usage patterns;
- personalize content; or
- support other website functions.

Cookies may be:

- session cookies, which generally expire when a browsing session ends; or
- persistent cookies, which remain on a Device for a defined period or until deleted.

## 8.2. Types of Technologies We May Use

Depending upon the Service, PBY may use:

- cookies;
- pixels;
- web beacons;
- tracking tags;
- JavaScript;
- SDKs;
- local storage;
- session storage;
- device identifiers;
- advertising identifiers;
- log files;
- server-side identifiers;
- similar technologies; and
- other automated technologies.

Some technologies may be provided or operated by third-party Service Providers.

## 8.3. Strictly Necessary Technologies

Certain technologies may be necessary for PBY Services to function. These may support:

- account authentication;
- security;
- fraud prevention;
- shopping carts;
- checkout;
- payment processing;
- session management;
- accessibility;
- network management;
- load balancing;
- privacy preference management; and
- other essential functions.

Where a technology is strictly necessary to provide a requested Service, disabling it may interfere with the operation of that Service.

## 8.4. Functional Technologies

PBY may use technologies that remember choices or preferences. These may include:

- language preferences;
- region;
- display settings;
- accessibility settings;
- account preferences;
- recently selected options; and
- other personalization choices.

Where required by Applicable Law, PBY may obtain consent before placing or using non-essential functional technologies.

## 8.5. Analytics Technologies

PBY may use analytics technologies to understand how visitors and users interact with our Services. Analytics information may include:

- pages viewed;
- features used;
- search activity;
- time spent;
- referring sources;
- Device information;
- browser information;
- approximate location;
- error information;
- performance information;
- navigation patterns; and
- other usage information.

Analytics may help PBY:

- identify technical problems;
- measure performance;
- improve functionality;
- understand audience behavior;
- improve publishing and customer experiences; and
- evaluate the effectiveness of Services.

## 8.6. Advertising and Marketing Technologies

Where applicable, PBY may use technologies that support advertising or marketing activities. These technologies may allow PBY or authorized third parties to:

- measure advertising performance;
- understand campaign effectiveness;
- limit repeated advertisements;
- identify general audience interests;
- measure conversions;
- provide relevant marketing;
- create advertising audiences; or
- perform other lawful advertising functions.

The availability of these technologies may vary by jurisdiction.

## 8.7. Personalization Technologies

PBY may use automated technologies to remember or infer preferences for purposes such as:

- displaying relevant content;
- remembering preferences;
- recommending products;
- presenting relevant publishing information;
- improving navigation; or
- customizing certain Services.

Where Applicable Law requires consent for such activities, PBY will provide appropriate controls.

## 8.8. Security and Fraud Technologies

PBY may use automated technologies to detect and prevent:

- unauthorized access;
- account takeover;
- automated attacks;
- fraudulent transactions;
- malicious activity;
- scraping;
- abuse;
- spam;
- bots;
- security threats; and
- other harmful activity.

These technologies may collect technical information about Devices, connections, sessions, or activity.

## 8.9. Performance and Diagnostic Technologies

PBY may use technologies that help diagnose technical problems and maintain reliable Services. Such information may include:

- crash information;
- error logs;
- response times;
- browser information;
- Device information;
- application performance;
- network information; and
- other technical data.

## 8.10. Third-Party Technologies

Some technologies used on PBY Services may be provided by third parties. These third parties may include providers of:

- analytics;
- advertising;
- payment processing;
- security;
- fraud prevention;
- customer support;
- video;
- audio;
- social-media functionality;
- hosting;
- communications;
- accessibility; and
- other Services.

Third-party technologies may be subject to the privacy policies and terms of the applicable provider.

## 8.11. Third-Party Websites

PBY Services may contain links, embedded content, widgets, or other functionality supplied by third parties. Once you leave PBY's Services or interact directly with a third-party service, that third party may collect information according to its own privacy practices. PBY does not control independent third-party privacy practices.

## 8.12. Browser Controls

Most modern browsers provide controls that allow users to:

- block cookies;
- delete cookies;
- restrict cookies;
- receive notifications concerning cookies; or
- configure certain tracking preferences.

Browser controls may vary by browser and Device. Disabling certain cookies may affect the functionality of PBY Services.

## 8.13. Mobile Device Controls

Mobile Devices may provide controls concerning:

- advertising identifiers;
- application permissions;
- location;
- tracking;
- notifications;
- storage; and
- other privacy settings.

The availability and operation of these controls depend upon the Device manufacturer, operating system, application, and jurisdiction.

## 8.14. Consent Management

Where Applicable Law requires consent before PBY uses certain cookies or similar technologies, PBY may provide a consent-management mechanism. Depending upon the jurisdiction and technology involved, you may be able to:

- accept certain technologies;
- reject certain technologies;
- select categories;
- withdraw consent;
- modify preferences; or
- manage certain optional technologies.

Your selections may be stored so that PBY can recognize your privacy preferences.

## 8.15. Withdrawal of Consent

Where processing is based upon consent, you may withdraw consent through the applicable privacy-control mechanism or other method provided by PBY. Withdrawal of consent does not affect the lawfulness of processing that occurred before withdrawal. Certain technologies that are strictly necessary for the operation or security of the Services may continue to operate where permitted by Applicable Law.

## 8.16. Global Privacy Control

Where required by Applicable Law, PBY may recognize legally applicable opt-out preference signals, including the Global Privacy Control (“GPC”) signal. The effect of a recognized signal may depend upon:

- your jurisdiction;
- the applicable privacy law;
- the Service;
- the information involved; and
- the type of opt-out request represented by the signal.

Where required, PBY will process a legally recognized preference signal in accordance with Applicable Law.

## 8.17. Do Not Track

Some browsers offer a “Do Not Track” (“DNT”) setting. Because there is no single universally accepted technical standard governing all DNT signals, PBY’s response to DNT signals may vary depending upon the Service and Applicable Law. Where a DNT signal is legally recognized or otherwise supported by a particular PBY Service, PBY may process the signal accordingly.

## 8.18. Local Storage and Similar Technologies

PBY may use browser or Device storage technologies other than traditional cookies. These may include:

- local storage;
- session storage;
- application storage;
- cached information;
- software-based identifiers; and
- similar technologies.

These technologies may perform functions similar to cookies.

## 8.19. Server Logs

PBY's systems may automatically generate server logs when you access our Services. Logs may contain:

- IP address;
- Device information;
- browser type;
- operating system;
- requested resources;
- access times;
- referring URLs;
- error information;
- security information; and
- other technical information.

Server logs may be used for security, troubleshooting, analytics, system administration, and compliance.

## 8.20. Pixels and Web Beacons

PBY or its Service Providers may use pixels, web beacons, tags, or similar technologies in:

- websites;
- emails;
- digital publications;
- advertisements;
- applications; or
- other digital communications.

These technologies may help determine whether content was accessed, viewed, opened, or interacted with.

## 8.21. Email Technologies

PBY may use technologies that help determine whether certain email communications are:

- delivered;
- opened;
- viewed;
- clicked;
- forwarded; or
- otherwise interacted with.

Where required by Applicable Law, PBY will obtain appropriate consent or provide applicable choices before using non-essential email tracking technologies. Transactional and legally required communications may continue to be sent even if you opt out of marketing communications.

## 8.22. Mobile Applications and SDKs

If PBY offers mobile applications, those applications may use SDKs or other automated technologies to support:

- authentication;
- analytics;
- crash reporting;
- security;
- notifications;
- accessibility;
- payments;
- content delivery; and
- other functionality.

The information collected may depend upon the permissions you provide and the configuration of the application.

## 8.23. Digital Publishing and Reader Technologies

PBY may use technical technologies in connection with digital books, audiobooks, reader portals, digital downloads, or other electronic publishing Services. These technologies may support:

- authentication;
- access control;
- content delivery;
- download management;
- licensing;
- security;
- usage measurement;
- accessibility;
- synchronization; and
- protection against unauthorized distribution.

Where applicable, the specific digital product or platform may provide additional information concerning its technologies.

#### **8.24. Digital Rights Management**

Certain digital publishing products may use Digital Rights Management (“DRM”) or comparable access-control technologies. DRM may be used to:

- authenticate authorized users;
- restrict unauthorized copying;
- protect copyrighted material;
- control access to licensed digital content; and
- support distribution agreements.

Information associated with DRM or digital access may be processed as necessary to provide and protect the applicable digital Service.

#### **8.25. Automated Technologies and Personal Information**

Information collected through cookies and similar technologies may constitute Personal Information under certain privacy laws. Where Applicable Law treats such information as Personal Information, PBY will apply the protections and rights required by that law.

#### **8.26. Combining Automated Information With Other Information**

Where permitted by law, PBY may combine information collected through automated technologies with information you provide directly or information obtained from other sources. For example, technical information may be associated with:

- an account;
- an order;
- a customer-service request;
- an Author relationship;
- a publishing transaction; or
- another interaction with PBY.

Such combinations may be used for legitimate purposes described in this Privacy Policy.

#### **8.27. Automated Technologies and Children**

PBY does not intentionally use tracking technologies to knowingly collect Personal Information from children in violation of Applicable Law. Children’s privacy and PBY’s treatment of information concerning children are addressed further in Section 19.

#### **8.28. Changes to Tracking Technologies**

PBY may change, add, remove, or modify cookies and similar technologies as Services evolve. Where Applicable Law requires notice or consent concerning a material change, PBY will provide the required notice or obtain the required consent.

### **8.29. Third-Party Control of Tracking Technologies**

Some third-party technologies may be controlled directly by the applicable third part. PBY may not be able to modify or disable such technologies independently. Where appropriate, users may need to manage their preferences through the third party's privacy controls, browser settings, Device settings, or other available mechanisms.

### **8.30. Technology Preferences Do Not Guarantee Complete Anonymity**

Disabling cookies or other tracking technologies does not necessarily prevent all collection of technical information. PBY may continue to collect information that is:

- necessary to provide requested Services;
- necessary for security;
- required for legal compliance;
- generated through normal server operation; or
- otherwise permitted by Applicable Law.

### **8.31. Privacy Choices and Service Functionality**

Certain privacy choices may affect the functionality or personalization of PBY Services. For example, disabling certain technologies may affect:

- account functionality;
- shopping carts;
- checkout;
- digital access;
- personalization;
- analytics;
- preferences;
- security;
- accessibility; or
- other features.

PBY will seek to provide reasonable alternatives where required by Applicable Law.

### **8.32. Cookie and Tracking Information**

Because PBY may operate multiple websites, applications, reader portals, digital stores, publishing systems, and other Services, the specific cookies and technologies used may differ between platforms. Where required by law, PBY may provide platform-specific notices or preference tools identifying the technologies used on that particular Service.

### **8.33. Relationship to Advertising and Privacy Rights**

The use of cookies or similar technologies does not by itself mean that PBY "sells" Personal Information. Whether a particular activity constitutes a "sale," "sharing," "targeted advertising," "cross-context behavioral advertising," or another regulated activity depends upon Applicable Law and the specific circumstances of the processing. PBY's applicable U.S. state privacy disclosures address these rights and classifications in greater detail.

### **8.34. Security of Tracking Technologies**

PBY may use security controls designed to reduce the risk that cookies, identifiers, or similar technologies will be improperly accessed or manipulated. However, no technology or internet transmission can be guaranteed to be completely secure.

### **8.35. Your Responsibility**

You are responsible for reviewing and configuring the privacy controls available through:

- your browser;
- Device;

- operating system;
- application;
- PBY privacy controls; and
- third-party services you use.

Your selections may vary across Devices and browsers.

### 8.36. Additional Notices

Certain PBY websites, applications, digital products, or Services may provide additional cookie, tracking, or technology notices. Those notices may supplement this Privacy Policy and may contain more specific information about the technologies used by the applicable Service. Where a specific notice conflicts with this Privacy Policy, the more specific notice will govern to the extent required by Applicable Law.

## 9. SECTION 9: HOW WE USE PERSONAL DATA

Publishing By YOUNGBLOOD (“PBY”) may collect, use, process, store, disclose, and otherwise handle Personal Information for the purposes described in this Privacy Policy. PBK seeks to process Personal Information in a manner that is reasonably necessary, proportionate, relevant to the applicable relationship or Service, and consistent with Applicable Law. The purposes for which PBK processes Personal Information may differ depending upon whether you are a customer, Author, rights holder, contributor, contractor, vendor, visitor, subscriber, or other user of PBK Services.

### 9.1. Providing and Operating PBK Services

PBK may use Personal Information to:

- provide websites, applications, digital stores, reader portals, publishing Services, and other Services;
- create and administer accounts;
- authenticate users;
- provide access to purchased or licensed content;
- process submissions;
- administer publishing relationships;
- deliver digital and physical products;
- provide customer support;
- communicate regarding Services; and
- otherwise fulfill requests made by you.

### 9.2. Publishing and Distribution

PBK may process Personal Information and publishing-related information to:

- prepare manuscripts for publication;
- edit and proofread works;
- format books;
- produce print and digital editions;
- produce audiobooks;
- create publication metadata;
- assign or administer publication identifiers;
- distribute works;
- administer publishing platforms;
- communicate with distributors and retailers;
- manage territorial rights;
- administer publication schedules; and
- otherwise perform publishing Services.

### 9.3. Author and Rights-Holder Administration

PBK may use Personal Information to establish and manage relationships with:

- Authors;
- co-Authors;
- rights holders;
- licensors;
- agents;
- representatives;

- publishers;
- contributors; and
- other participants in the publishing process.

This may include managing contracts, rights, permissions, communications, publication records, and other business relationships.

## 9.4. Manuscript and Creative Material Processing

PBY may process Personal Information associated with manuscripts, drafts, illustrations, photographs, audio recordings, video, artwork, research materials, proposals, and other Creative Materials for purposes including:

- submission management;
- editorial evaluation;
- editing;
- proofreading;
- fact checking;
- formatting;
- design;
- production;
- accessibility;
- translation;
- transcription;
- quality control;
- publication;
- distribution; and
- related publishing activities.

The intellectual-property rights and confidentiality obligations associated with Creative Materials are governed by applicable contracts, agreements, and other legal instruments in addition to this Privacy Policy.

## 9.5. Account Administration

PBY may use Personal Information to:

- establish accounts;
- authenticate users;
- maintain account records;
- reset credentials;
- manage preferences;
- provide account-related communications;
- detect unauthorized access; and
- administer account security.

## 9.6. Purchases and Orders

PBY may process Personal Information to:

- accept and fulfill orders;
- process payments;
- calculate taxes;
- provide shipping information;
- deliver digital content;
- provide receipts;
- administer refunds;
- handle returns;
- investigate payment disputes; and
- provide transaction-related customer service.

## 9.7. Royalty Administration

For Authors and other rights holders, PBY may use Personal Information to:

- calculate royalties;
- prepare royalty statements;
- process royalty payments;
- maintain sales records;
- administer advances;
- calculate deductions;
- administer recoupment;
- verify payment information;
- address royalty inquiries;
- perform accounting;

- conduct permitted audits; and
- fulfill contractual obligations.

## 9.8. Tax and Regulatory Compliance

PBY may use Personal Information to:

- prepare tax records;
- issue required tax forms;
- process tax documentation;
- calculate withholding;
- establish tax residency;
- satisfy reporting requirements;
- respond to tax authorities;
- comply with applicable financial regulations; and
- satisfy other legal obligations.

## 9.9. Identity Verification

PBY may process Personal Information to verify identity where reasonably necessary for:

- account security;
- publishing contracts;
- royalty administration;
- payment processing;
- fraud prevention;
- privacy requests;
- rights administration;
- legal compliance; or
- other legitimate purposes.

## 9.10. Security

PBY may process Personal Information to protect:

- users;
- Authors;
- customers;
- employees;
- contractors;
- systems;
- networks;
- accounts;
- intellectual property;
- Creative Materials;
- financial information; and
- PBY Services.

Security activities may include detecting, preventing, investigating, and responding to unauthorized access, malware, fraud, abuse, attacks, and other threats.

## 9.11. Fraud and Abuse Prevention

PBY may process Personal Information to identify and respond to:

- fraudulent purchases;
- payment fraud;
- account takeover;
- identity theft;
- royalty fraud;
- impersonation;
- unauthorized submissions;
- automated abuse;
- scraping;
- spam;
- malicious activity; and
- other misuse of PBY Services.

## 9.12. Intellectual Property Protection

PBY may process Personal Information when reasonably necessary to:

- protect copyrights;
- protect trademarks;
- protect trade secrets;
- protect unpublished works;
- prevent unauthorized distribution;
- investigate infringement;
- enforce contractual rights;
- respond to intellectual-property claims; and
- protect the intellectual property of PBY, its Authors, licensors, and rights holders.

### 9.13. Protection of Unpublished Works

PBY may process information concerning Authors and Creative Materials to protect unpublished works from unauthorized disclosure, access, copying, distribution, or exploitation. This may include:

- access controls;
- authentication;
- security monitoring;
- document permissions;
- activity logs;
- confidentiality controls;
- storage protections; and
- investigation of suspected unauthorized access.

### 9.14. Customer Service

PBY may use Personal Information to:

- respond to inquiries;
- investigate complaints;
- resolve technical problems;
- process returns and refunds;
- address account problems;
- respond to publishing questions;
- investigate royalty concerns; and
- otherwise provide customer support.

Customer-service communications may be recorded or retained where permitted by Applicable Law.

### 9.15. Communications

PBY may use Personal Information to communicate with you regarding:

- account activity;
- purchases;
- orders;
- shipping;
- digital access;
- publishing matters;
- royalty statements;
- tax matters;
- security notices;
- changes to Services;
- legal notices;
- customer-service matters; and
- other administrative matters.

### 9.16. Marketing Communications

Where permitted by Applicable Law, PBY may use Personal Information to provide information concerning:

- books;
- authors;
- publishing Services;
- products;
- events;
- subscriptions;
- promotions;
- educational content;
- newsletters; and
- other offerings.

Marketing communications may be sent by:

- email;
- text message;
- postal mail;
- telephone;
- digital notification;
- social media; or
- other lawful communication methods.

### **9.17. Marketing Preferences**

Where applicable, you may control certain marketing communications through:

- unsubscribe links;
- account settings;
- communication preferences;
- privacy controls; or
- other mechanisms provided by PBY.

Opting out of marketing communications does not necessarily stop transactional, security, legal, or other non-marketing communications.

### **9.18. Personalization**

PBY may use Personal Information to personalize certain Services, including:

- content recommendations;
- product recommendations;
- website experiences;
- reader experiences;
- communications;
- search results;
- publishing resources; and
- other features.

Where Applicable Law requires consent for certain personalization activities, PBY will provide the applicable choice.

### **9.19. Analytics and Business Intelligence**

PBY may use Personal Information and aggregated or de-identified information to:

- understand usage;
- evaluate Services;
- measure performance;
- identify trends;
- improve products;
- improve publishing processes;
- evaluate marketing;
- conduct business analysis; and
- support strategic decision-making.

Where information is de-identified or aggregated, PBY may use it for lawful purposes consistent with Applicable Law.

### **9.20. Product and Service Improvement**

PBY may use information to improve:

- websites;
- applications;
- digital reading experiences;
- publishing workflows;
- customer support;
- accessibility;
- distribution systems;
- search;
- content organization;
- communications;
- security; and
- other Services.

## 9.21. Testing and Quality Assurance

PBY may process Personal Information where reasonably necessary to test and maintain:

- software;
- websites;
- applications;
- publishing systems;
- payment systems;
- security controls;
- digital distribution systems; and
- other operational infrastructure.

PBY may seek to minimize the use of identifiable Personal Information for testing where reasonably practicable.

## 9.22. Accessibility

PBY may process information necessary to provide, maintain, or improve accessibility features for users with different needs. This may include technologies supporting:

- text-to-speech;
- speech-to-text;
- alternative formats;
- navigation;
- captions;
- audio accessibility;
- visual accessibility; and
- other accessibility functions.

## 9.23. Translation and Language Services

PBY may process information and Creative Materials to provide or support:

- translation;
- localization;
- multilingual publishing;
- transcription;
- captioning; and
- related language Services.

Where third-party technology is used, the applicable Service Provider may process information as necessary to perform the requested function.

## 9.24. Automated Tools

PBY may use automated software and technology to support legitimate operational activities. These may include:

- spellchecking;
- grammar assistance;
- transcription;
- translation;
- formatting;
- accessibility conversion;
- document classification;
- search;
- fraud detection;
- cybersecurity;
- customer support;
- workflow automation;
- metadata management; and
- other operational functions.

Use of automated technology does not, by itself, mean that PBY uses Personal Information or unpublished Creative Materials to train a public or proprietary generative AI model. PBY's specific AI practices are addressed separately in Section 11.

## 9.25. Legal Compliance

PBY may process Personal Information to comply with:

- federal laws;
- state laws;
- foreign laws;
- regulations;
- court orders;
- subpoenas;
- governmental requests;
- tax obligations;
- regulatory requirements;
- contractual obligations; and
- other lawful requirements.

## 9.26. Legal Claims and Dispute Resolution

PBY may process Personal Information where reasonably necessary to:

- establish;
- exercise;
- investigate;
- defend; or
- resolve

legal claims, disputes, complaints, investigations, arbitrations, litigation, or other legal proceedings.

## 9.27. Corporate Transactions

PBY may process and disclose Personal Information in connection with an actual or contemplated:

- merger;
- acquisition;
- financing;
- investment;
- reorganization;
- restructuring;
- sale of assets;
- sale of a business unit;
- bankruptcy;
- dissolution; or
- other corporate transaction.

Where required by Applicable Law, PBY will provide appropriate notice concerning material changes in the handling of Personal Information.

## 9.28. Business Operations

PBY may use Personal Information to operate and manage its business, including:

- accounting;
- auditing;
- insurance;
- human resources;
- vendor management;
- contract administration;
- records management;
- procurement;
- communications;
- business planning;
- risk management; and
- administrative activities.

## 9.29. Research and Development

PBY may use aggregated, statistical, de-identified, or otherwise lawfully processed information to conduct research and development concerning:

- publishing;
- readership;
- digital media;
- technology;
- accessibility;
- customer experience;
- operational efficiency; and
- other legitimate business activities.

PBY will not use information in a manner prohibited by Applicable Law.

### **9.30. Aggregated and De-Identified Information**

PBY may create aggregated, statistical, anonymized, or de-identified information from Personal Information where permitted by Applicable Law. Such information may be used to:

- measure trends;
- analyze audiences;
- improve Services;
- conduct research;
- evaluate business performance;
- develop products; and
- support other lawful business purposes.

Where Applicable Law imposes obligations concerning de-identified information, PBY will maintain and use such information consistently with those requirements.

### **9.31. Internal Administration**

PBY may use Personal Information to administer its internal operations, including:

- employee and contractor access;
- records management;
- system administration;
- compliance;
- auditing;
- security;
- training;
- quality assurance;
- vendor management; and
- operational planning.

### **9.32. Enforcement of Agreements**

PBY may process Personal Information to:

- enforce its Terms and Conditions;
- enforce publishing agreements;
- enforce licensing agreements;
- enforce confidentiality obligations;
- enforce payment obligations;
- protect intellectual-property rights; and
- exercise other contractual rights.

### **9.33. Protection of Persons and Property**

PBY may process Personal Information where reasonably necessary to protect the:

- safety;
- security;
- rights;
- property; or
- legitimate interests

of PBY, its users, Authors, customers, employees, contractors, partners, or other persons.

### **9.34. Responding to Emergencies**

PBY may process or disclose Personal Information where reasonably necessary to respond to:

- emergencies;
- threats to health or safety;
- security incidents;
- suspected criminal activity;
- threats to persons or property; or
- other situations where disclosure is permitted or required by Applicable Law.

### **9.35. Consent-Based Uses**

Where PBY relies upon consent as the legal basis for a particular processing activity, PBY will use Personal Information consistent with the scope of that consent. Where Applicable Law provides a right to withdraw consent, PBY will provide an appropriate mechanism for doing so. Withdrawal does not affect processing that occurred lawfully before withdrawal.

### **9.36. Contractual Uses**

PBY may process Personal Information where necessary to:

- enter into a contract;
- perform a contract;
- administer a contract;
- provide contracted Services;
- process contractual payments;
- enforce contractual rights; or
- take steps requested before entering into a contract.

### **9.37. Legitimate Business Purposes**

Where permitted by Applicable Law, PBY may process Personal Information for legitimate business purposes, provided that the processing is not prohibited by law and is appropriately balanced against applicable privacy rights and interests. Such purposes may include:

- security;
- fraud prevention;
- service improvement;
- business administration;
- analytics;
- operational efficiency;
- intellectual-property protection;
- legal compliance; and
- other legitimate activities.

### **9.38. No Unrelated Use Without Appropriate Authority**

PBY does not intend to use Personal Information for materially incompatible purposes without an appropriate legal basis, notice, consent, or other authorization required by Applicable Law. Where a new use materially changes the purposes for which information was collected, PBY may provide additional notice or obtain consent where required.

### **9.39. Publishing-Specific Data Separation**

PBY recognizes that different categories of information require different levels of protection. Where reasonably practicable, PBY may distinguish among:

- public publishing metadata;
- confidential manuscripts;
- Personal Information;
- financial information;
- tax information;
- payment information;
- contractual records;
- security information; and
- other sensitive business information.

Different information categories may therefore be subject to different access controls and processing rules.

### **9.40. Data Minimization**

PBY seeks to collect and use Personal Information that is reasonably relevant to the purposes for which it is processed. PBY does not intend to collect information merely because it could potentially be useful in the future when such collection is prohibited by Applicable Law.

### **9.41. Purpose Changes**

If PBY intends to use Personal Information for a materially different purpose from the purpose for which it was originally collected, PBY may provide additional notice or obtain consent where required. Certain additional uses may nevertheless be permitted where authorized by Applicable Law.

### **9.42. Relationship to Other Sections**

The purposes described in this Section should be read together with:

- Section 5 — Author, Manuscript & Creative Material Handling;
- Section 6 — Pen Names, Public Profiles & Distribution Metadata;
- Section 7 — Purchases, Payments, Royalties & Tax Information;
- Section 8 — Cookies, Tracking & Automated Technologies;
- Section 10 — Legal Bases for Processing; and
- Section 11 — Artificial Intelligence, Automated Tools & Data Training Restrictions.

No provision of this Section is intended to create rights that are inconsistent with Applicable Law or an applicable written agreement.

### **9.43. Changes in Business Operations**

As PBY expands its publishing, technology, distribution, educational, digital, or other Services, the purposes for processing Personal Information may evolve. PBY may update this Privacy Policy to describe material changes in its information practices. Where required by Applicable Law, PBY will provide additional notice or obtain consent before implementing a materially different processing activity.

### **9.44. Commitment to Responsible Use**

PBY recognizes that Personal Information entrusted to a publishing company may include information connected to an Author's identity, livelihood, intellectual property, financial interests, professional reputation, and creative work. PBY therefore seeks to use Personal Information for legitimate and identifiable business purposes while applying appropriate contractual, technical, organizational, and legal safeguards consistent with Applicable Law.

## **10. SECTION 10: LEGAL BASES FOR PROCESSING PERSONAL INFORMATION**

Publishing By YOUNGBLOOD ("PBY") may process Personal Information under one or more legal bases recognized by Applicable Law. The legal basis applicable to a particular processing activity depends upon the nature of the information, the relationship between you and PBY, the Service involved, the jurisdiction in which you are located, and the circumstances surrounding the processing. For individuals protected by the European Union General Data Protection Regulation ("EU GDPR"), the United Kingdom General Data Protection Regulation ("UK GDPR"), or similar privacy laws, PBY seeks to identify and apply an appropriate lawful basis for processing.

### **10.1. Processing Necessary to Perform a Contract**

PBY may process Personal Information when processing is necessary to:

- enter into a contract with you;
- perform a publishing agreement;
- fulfill an order;

- provide purchased or licensed content;
- administer an Author relationship;
- calculate or pay royalties;
- provide contracted Services;
- process payments;
- provide customer support related to a contract;
- administer contractual rights; or
- take steps at your request before entering into a contract.

Examples may include processing an Author's identity, contact, tax, royalty, and payment information to administer a publishing agreement.

## **10.2. Consent**

PBY may rely upon your consent where Applicable Law requires or permits consent as the legal basis for processing. Consent may be used for activities such as:

- certain marketing communications;
- certain optional cookies;
- certain advertising technologies;
- certain personalization;
- certain optional data uses;
- certain communications; or
- other processing activities for which consent is legally appropriate.

Where consent is required, PBY will seek consent in a manner intended to satisfy Applicable Law.

## **10.3. Withdrawal of Consent**

Where PBY relies upon consent, you may withdraw that consent where Applicable Law provides such a right. Withdrawal may be accomplished through:

- an unsubscribe mechanism;
- privacy preference controls;
- account settings;
- a consent-management platform;
- contacting PBY; or
- another mechanism provided for the applicable processing activity.

Withdrawal of consent does not affect the lawfulness of processing performed before withdrawal.

## **10.4. Legal Obligations**

PBY may process Personal Information when necessary to comply with a legal obligation. Such obligations may include:

- tax reporting;
- accounting requirements;
- financial reporting;
- court orders;
- subpoenas;

- regulatory requirements;
- sanctions compliance;
- fraud prevention obligations;
- recordkeeping requirements;
- consumer-protection requirements;
- intellectual-property obligations; and
- other Applicable Law.

### **10.5. Legitimate Interests**

Where permitted by Applicable Law, PBY may process Personal Information when necessary for legitimate interests pursued by PBY or a third party, provided that those interests are not overridden by applicable privacy rights or interests. PBY's legitimate interests may include:

- operating its business;
- providing and improving Services;
- protecting intellectual property;
- protecting unpublished Creative Materials;
- maintaining cybersecurity;
- preventing fraud;
- preventing abuse;
- administering accounts;
- managing business relationships;
- conducting analytics;
- improving publishing workflows;
- maintaining records;
- enforcing agreements;
- defending legal claims;
- managing corporate transactions; and
- protecting the safety, security, and property of PBY and others.

### **10.6. Balancing of Legitimate Interests**

Where PBY relies upon legitimate interests, PBY may consider factors such as:

- the nature of the information;
- the purpose of processing;
- the reasonable expectations of the individual;
- the potential impact on the individual;
- the safeguards applied;
- whether the processing is necessary;
- whether less intrusive alternatives are reasonably available; and
- Applicable Law.

PBY may discontinue or modify processing where the applicable privacy rights or interests outweigh the legitimate interest relied upon.

### **10.7. Vital Interests**

Where permitted by Applicable Law, PBY may process or disclose Personal Information when necessary to protect the vital interests of an individual or another person.

This may apply in circumstances involving:

- emergencies;
- threats to life;
- serious physical harm;
- serious security incidents; or
- other circumstances recognized by Applicable Law.

## **10.8. Public Interest**

Where Applicable Law recognizes processing based upon public interest or the exercise of official authority, PBY may process Personal Information on that basis when applicable. PBY does not generally rely upon public-interest processing as its primary basis for ordinary commercial publishing activities.

## **10.9. Special Categories of Personal Information**

Certain privacy laws recognize categories of information requiring heightened protection, including information concerning:

- racial or ethnic origin;
- political opinions;
- religious or philosophical beliefs;
- trade-union membership;
- genetic information;
- biometric information used for identification;
- health information;
- sex life or sexual orientation; and
- other categories defined by Applicable Law.

PBY does not seek to collect such information unnecessarily.

Where PBY processes information falling within a specially protected category, it will seek to do so only where an appropriate legal basis and any additional condition required by Applicable Law exists.

## **10.10. Criminal Conviction and Offense Information**

Where Applicable Law provides special rules for criminal-conviction or offense-related information, PBY will process such information only where legally permitted and subject to applicable requirements. Such processing may occur where reasonably necessary for:

- security;
- fraud prevention;
- legal compliance;
- contractual risk management; or
- other lawful purposes.

## **10.11. Children's Information**

Where PBY processes information concerning children, additional legal requirements may apply. PBY's treatment of children's information is addressed specifically in Section 19 — Children's Privacy & COPPA Compliance.

## 10.12. Author Information

For Authors and rights holders, PBY may rely upon different legal bases for different categories of information. For example:

**Contract:**

To administer a publishing agreement, calculate royalties, and make payments.

**Legal obligation:**

To process tax documentation and fulfill required reporting.

**Legitimate interests:**

To protect manuscripts, administer publishing operations, prevent fraud, and protect intellectual property.

**Consent:**

Where an optional activity requires consent, such as certain promotional uses.

## 10.13. Customer Information

For customers, PBY may rely upon:

- contract to process purchases;
- legal obligations to maintain required records;
- legitimate interests for security and fraud prevention; and
- consent where required for optional marketing, tracking, or personalization.

## 10.14. Website Visitors

For website visitors, PBY may rely upon:

- legitimate interests for website security and basic operation;
- consent for certain non-essential cookies or tracking technologies;
- legal obligations where applicable; and
- other lawful bases recognized by Applicable Law.

## 10.15. Marketing

The legal basis for marketing may vary according to:

- the type of communication;
- the recipient;
- the jurisdiction;
- the existing customer or contractual relationship;
- the communication method; and
- Applicable Law.

PBY may rely upon consent, legitimate interests, an existing business relationship, or another lawful basis where permitted. Certain jurisdictions may require prior consent for particular marketing communications.

## **10.16. Electronic Communications**

PBY may send transactional or service-related communications where necessary to:

- fulfill an order;
- administer an account;
- perform a contract;
- provide security notices;
- provide legally required notices;
- administer royalties;
- administer tax matters; or
- communicate other necessary business information.

These communications may not be treated as marketing communications under Applicable Law.

## **10.17 Cookies and Similar Technologies**

PBY's legal basis for cookies and similar technologies may depend upon:

- whether the technology is strictly necessary;
- the jurisdiction;
- the purpose of the technology;
- the information collected; and
- Applicable Law.

Where consent is required, PBY will seek consent before deploying applicable non-essential technologies. Additional information is provided in Section 8.

## **10.18 Automated Decision-Making**

Certain privacy laws provide rights concerning solely automated decision-making, including profiling, where such processing produces legal effects or similarly significant effects. PBY may use automated systems for legitimate operational purposes, including:

- fraud detection;
- cybersecurity;
- spam detection;
- account security;
- content organization;
- recommendations;
- workflow management; and
- other operational activities.

Where applicable law requires additional safeguards concerning solely automated decision-making, PBY will comply with those requirements.

## **10.19 Human Review**

Where Applicable Law provides a right to human intervention concerning a qualifying automated decision, PBY will provide an appropriate mechanism where legally required. Human review may involve evaluating:

- the information used;
- the circumstances surrounding the decision;
- applicable policies;
- available evidence; and
- other relevant factors.

#### **10.20 AI-Assisted Processing**

PBY may use automated or AI-assisted technologies for legitimate operational purposes as described in Section 11. The existence of an AI-assisted tool does not automatically establish that PBY relies upon consent as its legal basis for processing. The applicable legal basis will depend upon the underlying purpose and nature of the processing.

#### **10.21 International Processing**

Where Personal Information is transferred or processed internationally, PBY may rely upon the legal basis applicable to the underlying processing activity in addition to complying with applicable international transfer requirements. Cross-border transfer mechanisms are addressed in Section 16.

#### **10.22 Processing by Service Providers**

PBY may engage Service Providers to process Personal Information on PBY's behalf. The legal basis for the underlying processing remains determined by the purpose for which PBY collected or uses the information. Service Providers may process information only as permitted by their contractual relationship with PBY, Applicable Law, and their applicable service requirements.

#### **10.23 Legal Basis Does Not Eliminate Privacy Rights**

Having a lawful basis to process Personal Information does not necessarily eliminate the privacy rights available to individuals. Depending upon the jurisdiction, you may have rights to:

- access;
- correction;
- deletion;
- restriction;
- objection;
- portability;
- withdrawal of consent;
- appeal;
- limitation of certain processing; or
- other rights.

These rights are addressed further in Sections 20 through 23.

#### **10.24 Right to Object**

Where Applicable Law provides a right to object to processing based upon legitimate interests or another recognized basis, PBY will evaluate the objection according to the applicable legal requirements. Where the law requires PBY to stop processing, PBY will do so unless a lawful exception applies.

#### **10.25 Direct Marketing Objections**

Where Applicable Law provides an unconditional right to object to direct marketing, PBY will honor such objection as required. You may generally exercise this right through:

- an unsubscribe mechanism;
- account settings;
- communication preferences; or
- contacting PBY.

#### **10.26 Data Minimization and Necessity**

PBY seeks to process Personal Information only to the extent reasonably necessary for the applicable purpose. Where information is no longer necessary for the purpose for which it was collected, PBY may delete, anonymize, or otherwise handle the information according to its retention practices and Applicable Law.

#### **10.27 Changes to Legal Basis**

If the legal basis for a material processing activity changes, PBY may provide additional notice where required by Applicable Law. A change in legal basis does not necessarily require PBY to obtain new consent where another lawful basis independently permits the processing.

#### **10.28 Jurisdictional Differences**

Privacy laws differ among countries, states, provinces, territories, and other jurisdictions. A processing activity that is lawful under one jurisdiction may be subject to additional requirements in another. PBY will apply jurisdiction-specific requirements where they legally apply to the processing activity.

#### **10.29 No Waiver of Mandatory Rights**

Nothing in this Section is intended to waive, limit, or eliminate a privacy right or protection that cannot lawfully be waived under Applicable Law. Where a provision of this Privacy Policy is inconsistent with a mandatory privacy requirement, the mandatory requirement will control to the extent of the conflict.

#### **10.30 Documentation and Accountability**

PBY may maintain records concerning its privacy practices, processing activities, contractual relationships, consent records, security measures, and other compliance activities as reasonably necessary to demonstrate compliance with Applicable Law.

#### **10.31 Privacy Impact and Risk Assessment**

Where required or appropriate, PBY may evaluate the privacy risks associated with certain processing activities. Such evaluations may consider:

- the type of information involved;
- the purpose of processing;
- the number of individuals affected;
- potential risks;
- security measures;
- retention;
- third-party involvement;
- international transfers; and
- applicable legal requirements.

### **10.32 Commitment to Lawful Processing**

PBY seeks to maintain an appropriate legal basis for the processing of Personal Information and to apply safeguards proportionate to the sensitivity and purpose of the information involved. No provision of this Section is intended to create a broader authorization to process Personal Information than is permitted under Applicable Law.

## **11. SECTION 11; Artificial Intelligence, Automated Tools & Data Training Restrictions**

Publishing By YOUNGBLOOD (“PBY”) recognizes that artificial intelligence (“AI”), machine learning, automated processing, natural-language technologies, and related computational tools are increasingly used throughout the publishing, technology, communications, and digital-media industries.

PBY may use automated technologies and AI-assisted tools for legitimate business and publishing purposes. However, PBY recognizes the particular sensitivity of unpublished manuscripts, Author information, confidential business information, intellectual property, and other Creative Materials.

PBY therefore applies the principles in this Section to the extent permitted by Applicable Law and applicable contractual obligations.

### **11.1 Definitions**

For purposes of this Section:

**“AI System”** means a software system, application, model, service, or technology capable of performing tasks that may ordinarily require human intelligence, including generating, analyzing, classifying, translating, transcribing, summarizing, or transforming information.

**“Generative AI”** means an AI system capable of generating or materially transforming text, images, audio, video, code, or other content in response to prompts, instructions, data, or other inputs.

**“AI Training”** means using information, data, Creative Materials, Personal Information, or other content to develop, train, fine-tune, validate, improve, or materially modify an AI or machine-learning model.

**“Operational AI”** means automated or AI-assisted technology used to perform a specific business, publishing, security, accessibility, administrative, or technical function without treating the information as general-purpose model-training material.

## 11.2 Legitimate Use of Automated Technology

PBY may use automated technologies for legitimate operational purposes, including:

- spelling and grammar assistance;
- proofreading;
- transcription;
- speech-to-text;
- text-to-speech;
- accessibility conversion;
- translation;
- localization;
- formatting;
- metadata organization;
- search;
- indexing;
- document classification;
- quality assurance;
- cybersecurity;
- fraud detection;
- spam detection;
- customer-service assistance;
- workflow automation;
- administrative processing;
- analytics;
- recommendation systems; and
- other legitimate publishing or business functions.

The use of an automated tool for an operational purpose does not necessarily constitute AI Training.

## 11.3 Unpublished Manuscripts

PBY recognizes that unpublished manuscripts and related Creative Materials may contain valuable intellectual property and confidential information. Subject to applicable publishing agreements, confidentiality agreements, and Applicable Law, PBY does not intentionally make unpublished manuscripts available for general public AI-model training. PBY will seek to maintain appropriate technical, contractual, and organizational safeguards concerning unpublished Creative Materials.

## 11.4 Personal Information and AI Training

PBY does not intentionally sell, license, or provide Personal Information to third parties for the purpose of training their general-purpose public generative AI models where prohibited by Applicable Law or contrary to an applicable contractual commitment. PBY will not knowingly use Personal Information for AI Training where such use is prohibited by Applicable Law. Where Applicable Law requires consent or another legal authorization for AI Training, PBY will seek the applicable authorization before engaging in that processing.

## 11.5 Author Manuscripts and Proprietary Creative Materials

Unless expressly authorized by an applicable agreement or otherwise permitted by Applicable Law, PBY does not intentionally use:

- unpublished manuscripts;
- unreleased books;
- unpublished chapters;
- confidential outlines;
- private research;
- unreleased illustrations;
- unreleased cover artwork;
- unpublished audio masters;
- private editorial correspondence; or

- other confidential Creative Materials
- as general-purpose training data for public or third-party generative AI models.

#### **11.6 Express Written Authorization**

Where PBY intends to use an Author's unpublished Creative Materials for AI Training in a manner outside the ordinary operational purposes contemplated by the applicable publishing relationship, PBY may seek express written authorization where required. Any such authorization may specify:

- the materials covered;
- the AI system or provider;
- the purpose;
- the duration;
- the geographic scope;
- whether the use is commercial;
- whether compensation applies;
- whether the material may be retained;
- whether derivative outputs may be created; and
- other applicable rights and restrictions.

#### **11.7 Contractual Publishing Rights Remain Separate**

This Privacy Policy does not grant PBY ownership of an Author's manuscript, copyright, trademark, patent, trade secret, or other intellectual-property rights. Publishing rights are governed by the applicable written publishing, licensing, distribution, or other agreement. Where a publishing agreement provides rights concerning AI, automated processing, derivative works, or related technology, that agreement controls to the extent permitted by Applicable Law.

#### **11.8 Third-Party AI and Technology Providers**

PBY may use third-party technology providers that incorporate AI or automated processing into their Services. Depending upon the Service, such providers may process information for purposes including:

- hosting;
- storage;
- transcription;
- translation;
- accessibility;
- security;
- customer support;
- document processing;
- search;
- analytics;
- workflow management; or
- other operational purposes.

Where appropriate, PBY may impose contractual restrictions on Service Providers concerning the use of PBY data.

### **11.9 Technology Provider Controls & AI Model Training Restrictions**

Where PBY engages third-party technology providers to perform authorized operational processing involving Creative Materials or Personal Information, including cloud hosting, transcription, formatting, accessibility processing, translation, storage, search, or related publishing functions, PBY seeks to implement contractual, technical, and administrative safeguards appropriate to the services provided.

PBY does not intentionally provide unpublished Manuscripts, private Creative Materials, or Personal Information to third-party generative artificial intelligence systems for the purpose of training public or proprietary generative AI models without applicable authorization.

Where a third-party AI-enabled service is proposed for processing unpublished Manuscripts or other confidential Creative Materials, PBY will seek appropriate contractual or technical safeguards concerning data use, retention, confidentiality, security, and model training.

Where appropriate safeguards cannot be established, PBY may prohibit or restrict the use of that service for the applicable material.

### **11.10 No General Authorization to Train AI**

Nothing in this Privacy Policy should be interpreted as granting the public, third-party developers, AI companies, data brokers, scraping services, or other persons permission to:

- scrape PBY websites;
- crawl PBY databases;
- download PBY books;
- extract PBY manuscripts;
- harvest Author information;
- copy Creative Materials;
- collect Personal Information;
- reproduce copyrighted works; or
- use PBY materials for AI Training

unless such activity is expressly authorized by PBY or otherwise permitted by Applicable Law.

### **11.11 AI Scraping and Automated Collection**

PBY may implement technical measures designed to restrict unauthorized automated collection of information. These measures may include:

- |                      |                                 |
|----------------------|---------------------------------|
| • robots directives; | • technical barriers;           |
| • access controls;   | • monitoring;                   |
| • authentication;    | • logging;                      |
| • rate limitations;  | • contractual restrictions; and |
| • bot detection;     | • other security measures.      |

Compliance with a technical access mechanism does not necessarily constitute authorization to use PBY content for AI Training.

### **11.12 Copyright and AI Training**

PBY reserves all rights concerning copyrighted works, manuscripts, books, illustrations, photographs, audio recordings, videos, software, databases, metadata, and other protected materials. No permission to reproduce or use PBY-protected materials for AI Training is granted merely because such materials are publicly accessible.

### **11.13 Author-Controlled AI Uses**

Authors may independently use AI tools in connection with their own Creative Materials, subject to:

- their publishing agreement;
- applicable intellectual-property rights;
- confidentiality obligations;
- retailer and distributor requirements;
- disclosure requirements;
- Applicable Law; and
- any PBY editorial or publishing policies applicable to the work.

Authors remain responsible for ensuring that their use of third-party AI tools does not improperly disclose confidential PBY information or third-party protected information.

### **11.14 AI-Generated or AI-Assisted Submissions**

Where an Author submits content that was created or materially assisted by AI, PBY may require disclosure of such use where:

- required by Applicable Law;
- required by a distributor or retailer;
- required by an applicable publishing agreement;
- necessary to evaluate rights;
- necessary to assess originality;
- necessary to address copyright concerns; or
- otherwise reasonably necessary for publishing purposes.

### **11.15 Copyright and Ownership of AI-Assisted Works**

PBY does not represent that content generated entirely or partially by AI is automatically eligible for copyright protection. Authors are responsible for determining whether their submitted works contain AI-generated material and whether they possess sufficient rights to submit, publish, license, or distribute that material. PBY may request additional information concerning the origin or creation of submitted materials.

### **11.16 Human Editorial Judgment**

AI-assisted tools may support PBY's publishing processes, but PBY may use human review for editorial, contractual, publishing, rights, or other significant decisions where appropriate. Automated output may contain:

- errors;
- omissions;
- inaccuracies;
- hallucinated information;

- inappropriate language;
- formatting problems; or
- other defects.

PBY does not guarantee that AI-assisted output will be accurate, complete, or error-free.

#### **11.17 Human Review of Significant Automated Decisions**

Where Applicable Law provides rights concerning solely automated decision-making, including decisions producing legal or similarly significant effects, PBY will provide applicable safeguards and rights required by law. These may include:

- notice;
- explanation;
- human intervention;
- reconsideration;
- appeal; or
- other legally required procedures.

#### **11.18 AI and Privacy Requests**

Where applicable, individuals may exercise privacy rights concerning Personal Information processed through AI-assisted systems. Depending upon the jurisdiction and circumstances, such rights may include:

- access;
- correction;
- deletion;
- objection;
- restriction;
- portability;
- withdrawal of consent; or
- other legally recognized rights.

Requests may be subject to verification and applicable legal exceptions.

#### **11.19 AI Security**

PBY may use AI or automated technologies to detect:

- cyberattacks;
- fraud;
- malicious activity;
- account compromise;
- spam;
- unauthorized access;
- automated abuse; and
- other security threats.

Such technologies may analyze technical information, account activity, transaction information, or other information reasonably necessary for security purposes.

### **11.20 AI and Customer Service**

PBY may use automated or AI-assisted customer-service systems to:

- answer routine questions;
- route inquiries;
- identify relevant resources;
- summarize communications;
- assist customer-service personnel; and
- improve response efficiency.

Where appropriate, users may be directed to a human representative.

### **11.21 AI and Accessibility**

PBY may use AI-assisted technologies to improve accessibility, including:

- text-to-speech;
- speech-to-text;
- captioning;
- image descriptions;
- formatting;
- translation;
- language assistance; and
- other accessibility functions.

These technologies may process information necessary to provide the requested accessibility feature.

### **11.22 AI and Translation**

PBY may use automated or AI-assisted translation tools for:

- internal communications;
- manuscript preparation;
- metadata;
- accessibility;
- customer support;
- localization;
- marketing; and
- other publishing functions.

Where confidential or unpublished material is processed through a third-party translation or AI service, PBY seeks to apply appropriate contractual and technical safeguards.

### **11.23 AI and Metadata**

PBY may use automated tools to assist with:

- keywords;
- descriptions;
- categorization;
- indexing;

- subject classification;
- accessibility metadata;
- search;
- cataloging; and
- other publishing metadata.

Metadata generated or assisted by automated tools may be reviewed, corrected, or modified by PBY.

#### **11.24 AI and De-Identified Information**

PBY may use aggregated or appropriately de-identified information for analytics, research, product development, or other lawful purposes, including where automated technologies are used. PBY will handle such information according to Applicable Law concerning de-identified information.

#### **11.25 No Sale of Author Manuscripts for AI Training**

PBY does not intend to sell or license unpublished Author manuscripts to AI companies, data brokers, or other third parties for general-purpose AI Training without express written authorization from the applicable rights holder, except where otherwise expressly permitted by Applicable Law or an applicable agreement.

#### **11.26 No Implied AI License**

The publication, display, sale, distribution, indexing, or availability of a work through PBY does not by itself grant any person or AI system a license to:

- reproduce;
- adapt;
- train upon;
- fine-tune;
- ingest;
- tokenize;
- vectorize;
- index for model development;
- create derivative datasets; or
- otherwise exploit

the work for AI Training beyond rights expressly granted by PBY or the applicable rights holder.

#### **11.27 Publicly Available Information**

Information appearing publicly on PBY websites or publication listings may be accessible to search engines and other automated technologies. Public availability does not necessarily mean that PBY has authorized the reproduction, harvesting, or AI Training use of such information.

#### **11.28 Legal and Regulatory Developments**

AI-related laws, regulations, court decisions, industry standards, and contractual requirements are evolving rapidly. PBY may modify its AI practices and this Privacy Policy as necessary to respond to:

- new laws;
- regulatory guidance;

- court decisions;
- technological developments;
- security risks;
- contractual requirements; or
- changes in PBY's business operations.

### **11.29 Conflict With Applicable Law**

Nothing in this Section is intended to prohibit an activity that Applicable Law expressly permits or requires. Where Applicable Law provides mandatory rights concerning AI, automated processing, copyright, privacy, or data protection, those requirements control to the extent of any conflict.

### **11.30 Relationship to PBY Terms and Publishing Agreements**

This Section should be read together with:

- PBY's Master Terms and Conditions of Use;
- applicable Author Publishing Agreements;
- licensing agreements;
- confidentiality agreements;
- AI and Automated Access Policy;
- Editorial Standards and Publishing Ethics Policy; and
- other applicable legal agreements.

Where a specific written agreement provides more specific rights or restrictions concerning an Author's Creative Materials, AI, or automated processing, that agreement will govern to the extent legally enforceable.

### **11.31 PBY's General AI Position**

PBY recognizes AI as a tool that may assist human beings in publishing, communication, accessibility, research, administration, security, and other legitimate activities. PBY does not treat the existence of AI technology as authorization to disregard:

- privacy;
- copyright;
- confidentiality;
- contractual rights;
- intellectual-property rights;
- publicity rights;
- attribution rights;
- data-protection obligations; or
- Applicable Law.

PBY seeks to use AI and automated technology responsibly, transparently, and consistently with the rights and obligations applicable to its business and the individuals whose information or Creative Materials it processes.

## **12. SECTION 12: MARKETING, ADVERTISING & PERSONALIZATION CHOICES**

Publishing By YOUNGBLOOD ("PBY") may use Personal Information to communicate with customers, Authors, readers, subscribers, rights holders, business contacts, and other individuals about PBY products, publishing Services, books, authors, events, educational materials, promotions, and other offerings.

PBY seeks to provide marketing and advertising in accordance with Applicable Law and applicable consent and preference requirements.

### **12.1 Marketing Communications**

Depending upon the relationship between you and PBY and the requirements of Applicable Law, PBY may send marketing communications concerning:

- books and publications;
- Authors and publishing projects;
- e-books;
- audiobooks;
- print books;
- publishing Services;
- educational materials;
- events;
- conferences;
- newsletters;
- subscriptions;
- promotions;
- special offers;
- products;
- services; and
- other PBY activities.

### **12.2 Types of Marketing Communications**

Marketing communications may be delivered through:

- email;
- postal mail;
- telephone;
- text or SMS messages;
- push notifications;
- websites;
- mobile applications;
- social media;
- digital advertising;
- online advertising platforms; or
- other lawful communication channels.

The availability of a particular communication method may vary by jurisdiction.

### **12.3 Transactional and Administrative Communications**

Not every communication from PBY constitutes marketing. PBY may continue sending communications that are reasonably necessary to:

- complete transactions;

- provide purchased products;
- administer accounts;
- process royalties;
- administer publishing agreements;
- provide security alerts;
- communicate legal notices;
- respond to customer-service requests;
- address tax matters;
- provide required disclosures; or
- administer other contractual or legal obligations.

Opting out of marketing does not necessarily stop these communications.

#### **12.4 Consent-Based Marketing**

Where Applicable Law requires prior consent for marketing, PBY will seek the required consent before sending the applicable communications.

Consent may be obtained through:

- website forms;
- account settings;
- subscription forms;
- event registrations;
- checkout processes;
- electronic communications;
- consent-management tools; or
- other lawful mechanisms.

#### **12.5 Existing Customer and Business Relationships**

Where permitted by Applicable Law, PBY may communicate with existing customers, Authors, rights holders, subscribers, or business contacts about products or Services that may reasonably be relevant to the existing relationship. Where required, PBY will provide an appropriate opportunity to opt out.

#### **12.6 Email Marketing**

Marketing emails may include an unsubscribe mechanism. You may generally stop receiving marketing emails by:

- selecting “unsubscribe” or a similar link;
- changing your account preferences;
- adjusting communication settings; or
- contacting PBY.

PBY will process valid unsubscribe requests in accordance with Applicable Law.

#### **12.7 Text and SMS Marketing**

Where PBY sends marketing text messages or SMS communications, additional consent and messaging requirements may apply. Where required by Applicable Law, PBY will obtain the appropriate consent before sending marketing text messages. You may opt out using the instructions provided in the applicable communication.

### **12.8 Telephone Marketing**

Where PBY uses telephone communications for marketing purposes, PBY will comply with Applicable Law concerning telemarketing, consent, calling restrictions, and applicable do-not-call requirements.

### **12.9 Postal Marketing**

Where permitted by Applicable Law, PBY may send promotional materials by postal mail. Individuals may contact PBY to request removal from applicable postal marketing lists.

### **12.10 Advertising**

PBY may advertise its products and Services through:

- its own websites;
- third-party websites;
- search engines;
- social-media platforms;
- advertising networks;
- publishing marketplaces;
- retail platforms;
- email platforms; and
- other advertising channels.

Advertising may be contextual, interest-based, behavioral, or otherwise personalized depending upon the technology and Applicable Law.

### **12.11 Interest-Based Advertising**

Where permitted and appropriately authorized, PBY or its advertising partners may use information concerning:

- website interactions;
- general interests;
- product interactions;
- purchase history;
- browsing activity;
- device information;
- approximate location;
- advertising interactions; and
- similar information

to provide more relevant advertising.

### **12.12 Advertising Partners**

PBY may work with third-party advertising providers that assist with:

- advertising delivery;
- measurement;
- attribution;
- audience analysis;

- campaign management;
- conversion measurement;
- fraud prevention; and
- advertising optimization.

Such providers may process information according to their own privacy policies and contractual arrangements with PBY.

### **12.13 Social Media Advertising**

PBY may use social-media platforms to:

- advertise products;
- promote publications;
- communicate with audiences;
- measure campaign effectiveness;
- analyze engagement; and
- provide relevant promotional content.

Social-media platforms may independently process Personal Information according to their own policies.

### **12.14 Retargeting and Remarketing**

Where permitted by Applicable Law, PBY or its advertising providers may use technologies that allow advertisements to be shown to individuals who previously interacted with:

- a PBY website;
- a product page;
- a publication;
- an advertisement;
- an email;
- a digital store; or
- another PBY Service.

These technologies may be subject to applicable consent and opt-out requirements.

### **12.15 Personalization**

PBY may personalize portions of its Services using information such as:

- preferences;
- previous purchases;
- reading or browsing interactions;
- account information;
- geographic information;
- product interests;
- communications preferences; and
- other information permitted by Applicable Law.

Personalization may be used to improve the relevance of:

- product recommendations;
- search results;

- content;
- advertisements;
- communications;
- offers; and
- website experiences.

#### **12.16 Recommendations**

PBY may provide recommendations based upon information such as:

- products viewed;
- products purchased;
- publications accessed;
- genres;
- categories;
- Authors followed;
- searches;
- preferences; or
- other permitted information.

Recommendations do not constitute professional, financial, legal, medical, or other specialized advice.

#### **12.17 Cookies and Advertising Technologies**

PBY may use cookies, pixels, tags, software development kits, local storage, device identifiers, and similar technologies for marketing and advertising purposes where permitted by Applicable Law. Additional information regarding these technologies is provided in Section 8.

#### **12.18 Consent Management**

Where applicable, PBY may provide a consent-management mechanism allowing users to:

- accept optional technologies;
- reject optional technologies;
- select categories of technologies;
- modify preferences; or
- withdraw previously provided consent.

The available choices may differ according to jurisdiction and device.

#### **12.19 Global Privacy Control**

Where required or recognized by Applicable Law, PBY may recognize legally valid browser or device-based privacy signals, including Global Privacy Control (“GPC”). Treatment of such signals may depend upon:

- the jurisdiction;
- the nature of the signal;
- the technical environment;
- the applicable legal requirement; and
- PBY’s ability to reliably detect and process the signal.

Additional information is provided in Section 23.

## **12.20 Do Not Track**

Some browsers offer a “Do Not Track” (“DNT”) setting. Because there is not a uniform technical or legal standard governing all DNT signals, PBY may not respond to every DNT signal in the same manner. Where Applicable Law requires a particular response to a recognized privacy signal, PBY will comply with the applicable requirement.

## **12.21 Advertising Measurement**

PBY may use analytics and advertising technologies to measure:

- impressions;
- clicks;
- conversions;
- engagement;
- campaign performance;
- traffic sources;
- audience characteristics; and
- other advertising metrics.

PBY may use aggregated or de-identified information for reporting and analysis where permitted by Applicable Law.

## **12.22 Email Measurement Technologies**

Marketing emails may contain technologies that allow PBY to determine whether an email has been:

- delivered;
- opened;
- viewed;
- clicked; or
- otherwise interacted with.

Where required, PBY will provide appropriate choices concerning such technologies.

## **12.23 Preference Management**

Depending upon the Service, you may manage certain preferences through:

- account settings;
- privacy settings;
- cookie controls;
- marketing preference centers;
- unsubscribe links;
- device settings;
- browser settings; or
- third-party advertising controls.

## **12.24 Effect of Opting Out**

Opting out of personalized marketing does not necessarily mean that you will never see PBY advertising. You may continue to encounter:

- contextual advertisements;
- non-personalized advertisements;
- advertisements displayed by third-party retailers;
- advertisements on social-media platforms; or
- promotional materials that are not based upon Personal Information subject to the applicable opt-out.

### **12.25 Third-Party Advertising Controls**

Certain advertising networks and platforms provide their own mechanisms for managing personalized advertising. PBY does not control the privacy settings, policies, or practices of independent third-party advertising platforms. You should review the privacy and advertising controls provided by those platforms when appropriate.

### **12.26 U.S. State Privacy Rights**

Certain U.S. state privacy laws provide rights concerning:

- targeted advertising;
- sale of Personal Information;
- sharing of Personal Information;
- profiling;
- certain forms of personalized advertising; and
- related processing.

Where such rights apply, PBY will provide the required choices and disclosures. Additional information is provided in Section 21.

### **12.27 California-Specific Advertising Rights**

California law may provide residents with rights concerning the “sale” or “sharing” of Personal Information and certain targeted advertising activities. Where applicable, PBY will provide California residents with legally required disclosures and mechanisms for exercising applicable rights.

### **12.28 No Discrimination for Privacy Choices**

Subject to Applicable Law, PBY will not unlawfully discriminate against an individual for exercising a privacy right. This does not prevent PBY from:

- providing a different service where legally permitted;
- charging a different price where permitted and properly disclosed;
- offering loyalty or promotional programs where legally permitted; or
- taking actions necessary to comply with legal or contractual obligations.

### **12.29 Marketing Through Publishing Partners**

PBY publications may be marketed through third-party:

- retailers;
- distributors;
- marketplaces;
- libraries;

- advertising platforms;
- social-media platforms; and
- other publishing partners.

Those third parties may independently process Personal Information according to their own privacy policies.

### **12.30 Author Marketing**

For Authors, PBY may use certain Personal Information to promote an Author's published work. Depending upon the applicable publishing agreement and Applicable Law, this may include:

- Author name;
- approved pen name;
- biography;
- photograph;
- professional information;
- book descriptions;
- publication information;
- interviews;
- quotations;
- public-facing social-media information; and
- other approved promotional materials.

PBY will seek to respect applicable contractual restrictions concerning an Author's public identity.

### **12.31 Pen Names and Marketing**

Where an Author has designated a pen name for public publication, PBY generally intends to use the designated pen name in public-facing marketing and promotional materials, subject to:

- the applicable publishing agreement;
- legal requirements;
- retailer requirements;
- ISBN and cataloging requirements;
- rights-management requirements; and
- circumstances requiring disclosure by law.

A pen name does not prevent PBY from maintaining the Author's legal identity internally where required for contracts, tax, royalties, payment, security, or legal compliance.

### **12.32 Marketing Analytics**

PBY may analyze marketing activity to determine:

- which campaigns are effective;
- which products are of interest;
- how audiences interact with communications;
- whether advertisements generate sales;
- how customers discover publications; and
- how PBY can improve future communications.

### **12.33 Data Used for Marketing**

Depending upon Applicable Law and the nature of the relationship, marketing information may include:

- contact information;
- account information;
- purchase history;
- product interests;
- communication preferences;
- website interactions;
- advertising interactions;
- general geographic information;
- subscription information; and
- other information lawfully available for marketing purposes.

PBY seeks to limit marketing information to what is reasonably relevant to the applicable purpose.

#### **12.34 No Sale of Personal Information for Direct Marketing**

PBY does not intend to sell Personal Information to data brokers solely for the purpose of allowing those data brokers to independently market their own products. Where Applicable Law defines “sale” or “sharing” more broadly, the applicable legal definition and disclosures will control.

#### **12.35 Third-Party Marketing Services**

PBY may engage Service Providers to assist with:

- email distribution;
- customer relationship management;
- campaign management;
- advertising;
- analytics;
- audience management;
- communications;
- marketing automation; and
- related activities.

Such providers may process Personal Information on behalf of PBY under applicable contractual arrangements.

#### **12.36 Marketing Preferences Do Not Affect Publishing Rights**

An Author’s decision to opt out of general PBY marketing communications does not necessarily prevent PBY from performing marketing activities specifically authorized under a publishing agreement for the Author’s published work. Where a publishing agreement provides specific promotional rights, those contractual provisions may continue to apply.

#### **12.37 Changes to Marketing Practices**

PBY may introduce new marketing channels or technologies as its business evolves. Where a new marketing practice requires consent or additional notice under Applicable Law, PBY will provide the applicable mechanism.

#### **12.38 Relationship to Other Privacy Sections**

This Section should be read together with:

- Section 8 — Cookies, Tracking & Automated Technologies;
- Section 9 — How We Use Personal Data;
- Section 13 — How We Disclose Personal Data;
- Section 14 — Service Providers, Processors & Business Partners;
- Section 20 — Your Global Privacy Rights & Choices;
- Section 21 — U.S. State Privacy Disclosures; and
- Section 23 — Opt-Out Signals, Do Not Track & Global Privacy Control.

### **12.39 Responsible Marketing Commitment**

PBY seeks to provide marketing that is relevant, lawful, transparent, and respectful of individual privacy choices.

Nothing in this Section is intended to eliminate any mandatory right concerning marketing, advertising, profiling, tracking, sale, sharing, or targeted advertising that applies under Applicable Law.

## **13. SECTION 13; HOW WE DISCLOSE PERSONAL INFORMATION**

Publishing By YOUNGBLOOD (“PBY”) may disclose Personal Information when reasonably necessary to operate its business, provide Services, fulfill contractual obligations, administer publishing relationships, process transactions, protect individuals and property, comply with Applicable Law, or perform other lawful activities described in this Privacy Policy.

PBY seeks to limit disclosures to information reasonably relevant to the applicable purpose and to apply appropriate contractual, technical, and organizational safeguards.

### **13.1 Categories of Recipients**

Depending upon the circumstances, PBY may disclose Personal Information to:

- Service Providers;
- payment processors;
- financial institutions;
- shipping and fulfillment providers;
- cloud and hosting providers;
- technology providers;
- cybersecurity providers;
- analytics providers;
- communications providers;
- marketing providers;
- publishing distributors;
- retailers;
- digital marketplaces;
- audiobook platforms;
- libraries and library distributors;
- ISBN and bibliographic service providers;
- printers;
- editors;

- proofreaders;
- designers;
- translators;
- production vendors;
- contractors;
- professional advisors;
- insurers;
- auditors;
- governmental authorities;
- courts;
- law-enforcement agencies;
- regulatory authorities;
- business transaction participants; and
- other persons where disclosure is permitted or required by Applicable Law.

### **13.2 Service Providers**

PBY may disclose Personal Information to Service Providers that perform services on PBY's behalf. Examples may include providers supporting:

- hosting;
- cloud storage;
- payment processing;
- order fulfillment;
- shipping;
- customer support;
- email;
- communications;
- security;
- analytics;
- accounting;
- tax administration;
- document processing;
- publishing production;
- digital distribution; and
- other business operations.

Where appropriate, PBY seeks to require Service Providers to process information according to contractual instructions and Applicable Law.

### **13.3 Payment Processors**

When you purchase products or Services, PBY may disclose transaction-related information to payment processors or financial institutions. Information may include:

- name;
- billing information;
- payment information;
- transaction amount;

- transaction identifier;
- billing address;
- shipping information; and
- fraud-prevention information.

PBY generally does not need to receive or retain complete payment-card information when payment processing is performed by a third-party payment processor.

#### **13.4 Financial Institutions**

PBY may disclose information to banks, financial institutions, payment networks, or similar entities when necessary to:

- process payments;
- issue refunds;
- process royalty payments;
- verify accounts;
- prevent fraud;
- administer financial transactions; or
- comply with financial requirements.

#### **13.5 Royalty and Payment Administration**

For Authors and rights holders, PBY may disclose information reasonably necessary to administer:

- royalty payments;
- tax withholding;
- payment verification;
- accounting;
- financial reporting;
- payment processing;
- contractual obligations; and
- related financial activities.

#### **13.6 Tax Authorities and Government Agencies**

PBY may disclose Personal Information to governmental authorities where necessary or legally required for:

- tax reporting;
- regulatory compliance;
- sanctions screening;
- customs;
- financial reporting;
- licensing;
- investigations;
- legal proceedings; or
- other governmental requirements.

#### **13.7 Publishing Distributors**

PBY may disclose information to publishing distributors when necessary to distribute or administer publications.

Depending upon the relationship, information may include:

- Author name or approved pen name;
- publication information;
- rights information;
- royalty information;
- tax information where necessary;
- ISBN information;
- contact information; and
- other information necessary to perform the distribution relationship.

PBY seeks to limit disclosure to information reasonably necessary for the applicable distribution purpose.

### **13.8 Retailers and Marketplaces**

PBY may disclose information to retailers and digital marketplaces when necessary to:

- list publications;
- sell books;
- distribute digital content;
- process orders;
- administer rights;
- calculate sales;
- report sales;
- calculate royalties; or
- perform related publishing functions.

Examples may include physical bookstores, online bookstores, digital reading platforms, audiobook platforms, and other lawful distribution channels.

### **13.9 Author Public Information**

PBY may publish or disclose information that an Author has designated or authorized for public-facing publication.

Depending upon the applicable publishing relationship, this may include:

- legal name where authorized;
- pen name;
- biography;
- photograph;
- book title;
- book description;
- publication date;
- professional information;
- interviews;
- quotations;
- public social-media information; and

- other promotional information.

Public-facing information may appear on:

- PBY websites;
- catalogs;
- retailer listings;
- distributor databases;
- ISBN-related records;
- bibliographic databases;
- marketing materials;
- social-media platforms; and
- other publishing channels.

### **13.10 Pen Name Protection**

Where an Author has designated a pen name for public use, PBY generally seeks to use the designated pen name rather than the Author's legal name in public-facing publication and marketing materials.

This does not prevent PBY from collecting or retaining the Author's legal identity for:

- contracts;
- tax reporting;
- royalty payments;
- payment processing;
- identity verification;
- legal compliance;
- fraud prevention; or
- other legitimate purposes.

PBY may disclose a legal identity where required by law, valid legal process, court order, governmental request, contractual necessity, or another legally recognized basis.

### **13.11 Editors, Designers, and Production Professionals**

PBY may disclose manuscripts, Creative Materials, and associated information to editors, proofreaders, designers, illustrators, translators, narrators, audio producers, formatters, production personnel, and other professionals where reasonably necessary to provide publishing Services.

Access may be limited according to the person's role.

### **13.12 Confidential Creative Materials**

Where PBY discloses unpublished Creative Materials to a Service Provider, contractor, editor, designer, translator, production professional, or other authorized person, PBY seeks to use appropriate contractual or operational safeguards where reasonably appropriate.

This Privacy Policy does not replace or supersede confidentiality obligations contained in a separate publishing agreement, nondisclosure agreement, or other contract.

### **13.13 Audiobook and Audio Production**

Where PBY produces or distributes audiobooks, PBY may disclose information and Creative Materials to:

- narrators;
- voice professionals;
- recording studios;
- audio engineers;
- production companies;
- distributors;
- retailers;
- accessibility providers; and
- other audio-production or distribution providers.

### **13.14 Translation and Localization**

PBY may disclose manuscripts, metadata, or other Creative Materials to translation and localization providers where necessary to provide requested or contracted Services.

Where confidential or unpublished materials are involved, PBY seeks to apply appropriate safeguards consistent with the applicable contractual relationship.

### **13.15 Accessibility Providers**

PBY may disclose information or Creative Materials to providers supporting accessibility, including providers involved in:

- text-to-speech;
- audio conversion;
- captioning;
- alternative formats;
- image descriptions;
- accessibility testing; and
- other accessibility services.

### **13.16 Analytics Providers**

PBY may disclose certain information to analytics providers to understand:

- website activity;
- product performance;
- reader engagement;
- marketing performance;
- customer behavior;
- technical performance; and
- Service usage.

Where required by Applicable Law, PBY will apply appropriate consent or opt-out mechanisms.

### **13.17 Advertising and Marketing Providers**

PBY may disclose information to advertising and marketing Service Providers for purposes such as:

- delivering advertisements;
- measuring campaigns;
- managing communications;
- audience analysis;
- campaign attribution;
- marketing automation; and
- promotional activities.

Applicable privacy rights concerning advertising, sale, sharing, and targeted advertising are addressed elsewhere in this Privacy Policy.

### **13.18 Professional Advisors**

PBY may disclose Personal Information to professional advisors where reasonably necessary, including:

- attorneys;
- accountants;
- auditors;
- tax professionals;
- consultants;
- insurers;
- financial advisors; and
- other professional advisors.

Such disclosures may support:

- legal compliance;
- tax matters;
- accounting;
- insurance;
- audits;
- business planning;
- dispute resolution; and
- other legitimate business purposes.

### **13.19 Legal Proceedings**

PBY may disclose Personal Information when reasonably necessary to:

- respond to subpoenas;
- comply with court orders;
- respond to discovery requests;
- enforce contracts;
- establish or defend legal claims;
- participate in arbitration;
- participate in litigation;
- investigate suspected wrongdoing; or

- protect legal rights.

### **13.20 Law Enforcement and Government Requests**

PBY may disclose Personal Information to law-enforcement agencies, governmental authorities, or regulators when:

- legally required;
- compelled by valid legal process;
- necessary to comply with a lawful request;
- necessary to protect safety;
- necessary to investigate suspected unlawful activity; or
- otherwise permitted by Applicable Law.

### **13.21 Emergency Disclosures**

PBY may disclose Personal Information when reasonably necessary to protect:

- life;
- health;
- physical safety;
- security;
- property;
- PBY systems; or
- other legitimate interests

during an emergency or other circumstance recognized by Applicable Law.

### **13.22 Fraud and Security**

PBY may disclose information to:

- fraud-prevention providers;
- cybersecurity providers;
- financial institutions;
- payment processors;
- law-enforcement authorities;
- security professionals; and
- other relevant parties

when reasonably necessary to prevent, detect, investigate, or respond to:

- fraud;
- unauthorized transactions;
- account takeover;
- cyberattacks;
- identity theft;
- abuse;
- malicious activity; or
- other security threats.

### **13.23 Corporate Transactions**

PBY may disclose Personal Information in connection with an actual or contemplated:

- merger;
- acquisition;
- financing;
- investment;
- sale of assets;
- sale of a business;
- restructuring;
- reorganization;
- bankruptcy;
- dissolution; or
- similar corporate transaction.

Where required by Applicable Law, PBY will provide appropriate notice concerning material changes in how Personal Information will be handled.

#### **13.24 Affiliates**

PBY may disclose Personal Information to its subsidiaries, affiliates, or related entities where reasonably necessary for:

- business administration;
- customer support;
- publishing operations;
- accounting;
- security;
- technology;
- legal compliance;
- marketing; or
- other legitimate business purposes.

Where Applicable Law requires additional protections for such disclosures, PBY will apply the required safeguards.

#### **13.25 Business Partners**

PBY may work with business partners in connection with:

- publishing;
- distribution;
- marketing;
- events;
- education;
- technology;
- fulfillment;
- licensing;
- promotions; and
- other commercial activities.

PBY may disclose information necessary to perform the applicable relationship.

### **13.26 Public Reviews and Comments**

If you voluntarily post a review, comment, testimonial, question, or other information publicly on a PBY platform, the information may become publicly accessible.

Public submissions may be viewed, copied, indexed, or redistributed by other persons.

Do not submit information publicly that you expect PBY or the public to keep confidential.

### **13.27 Testimonials**

Where permitted by Applicable Law, PBY may use testimonials or reviews for promotional purposes where the individual has provided appropriate authorization or where another lawful basis permits such use.

PBY may identify the contributor using the name or identifier provided with the testimonial, subject to applicable privacy rights.

### **13.28 Aggregated and De-Identified Information**

PBY may disclose aggregated, statistical, anonymized, or de-identified information where permitted by Applicable Law.

Such information may be used for:

- analytics;
- research;
- reporting;
- product development;
- publishing analysis;
- business planning; and
- other lawful purposes.

### **13.29 No General Sale of Personal Information**

PBY does not intend to sell Personal Information to data brokers as a general business practice.

However, certain privacy laws define “sale” or similar concepts broadly and may classify certain disclosures, advertising activities, or transfers as a sale or sharing even when no money changes hands.

Where such legal definitions apply, PBY will provide the disclosures and choices required by Applicable Law.

### **13.30 No General Sale of Unpublished Manuscripts**

PBY does not intend to sell unpublished Author manuscripts to data brokers, AI companies, or unrelated third parties as a general business practice. Any rights to commercially exploit an Author’s manuscript are governed by the applicable publishing or licensing agreement.

### **13.31 AI-Related Disclosures**

PBY may disclose information to technology providers that use automated or AI-assisted systems for legitimate operational purposes, subject to applicable contracts, safeguards, and Applicable Law. The restrictions concerning AI Training and Creative Materials are described in Section 11.

### **13.32 International Disclosures**

Because PBY may operate and work with Service Providers, distributors, retailers, and business partners internationally, Personal Information may be disclosed to recipients located outside your jurisdiction.

International transfers are addressed separately in Section 16.

### **13.33 Data Processing Agreements**

Where required by Applicable Law, PBY may enter into data-processing agreements, data protection agreements, contractual privacy provisions, or other appropriate arrangements with Service Providers and business partners.

### **13.34 Disclosure Based on Consent**

PBY may disclose Personal Information when you have provided valid consent for the applicable disclosure.

Where consent is required, PBY will seek to obtain it in accordance with Applicable Law.

### **13.35 Disclosure Based on Contract**

PBY may disclose Personal Information when necessary to perform a contract or take steps requested before entering into a contract.

Examples may include disclosures necessary to:

- fulfill an order;
- distribute a publication;
- administer royalties;
- provide publishing Services;
- process payments; or
- perform another contracted Service.

### **13.36 Disclosure Based on Legal Obligation**

PBY may disclose Personal Information when necessary to comply with an applicable legal obligation.

### **13.37 Disclosure Based on Legitimate Interests**

Where permitted by Applicable Law, PBY may disclose Personal Information when reasonably necessary for a legitimate business interest, provided that applicable privacy rights and protections are appropriately considered.

### **13.38 Disclosure Restrictions**

PBY seeks not to disclose more Personal Information than reasonably necessary for the applicable purpose.

Where practical, PBY may use:

- data minimization;
- role-based access;
- contractual restrictions;
- confidentiality obligations;
- access controls;
- encryption;
- pseudonymization;
- de-identification; and
- other safeguards.

### **13.39 Your Privacy Rights Remain**

A disclosure of Personal Information to a Service Provider, processor, distributor, retailer, or other recipient does not necessarily eliminate your privacy rights.

Depending upon your jurisdiction, you may have rights concerning:

- access;
- correction;
- deletion;
- portability;
- objection;
- restriction;
- consent withdrawal;
- opt-out;
- sale or sharing;
- targeted advertising;
- profiling; and
- other processing activities.

### **13.40 Third-Party Privacy Policies**

Where Personal Information is transferred to an independent third party that acts as its own controller or business rather than solely as a PBY Service Provider, that party may process information under its own privacy policy.

PBY does not control independent third parties' privacy practices.

You should review the applicable privacy notice of any third party with which you interact.

### **13.41 Relationship to Publishing Agreements**

Where an Author Publishing Agreement, licensing agreement, distribution agreement, or other written contract specifically governs the disclosure or use of particular information or Creative Materials, that agreement may provide additional requirements or restrictions.

Nothing in this Privacy Policy is intended to eliminate contractual confidentiality, intellectual-property, royalty, or rights-management obligations.

#### **13.42 Relationship to Section 14**

Section 14 provides additional information concerning the categories and functions of Service Providers, processors, contractors, and business partners that may process Personal Information on behalf of PBY.

#### **13.43 Responsible Disclosure Commitment**

PBY seeks to disclose Personal Information only when there is a legitimate business, contractual, legal, operational, security, or other lawful purpose for doing so.

PBY seeks to maintain appropriate safeguards for Personal Information throughout its disclosure and processing lifecycle.

### **14. SECTION 14: SERVICE PROVIDERS, PROCESSORS & BUSINESS PARTNERS**

Publishing By YOUNGBLOOD (“PBY”) relies upon selected Service Providers, processors, contractors, professional advisors, technology providers, and business partners to operate its publishing, technology, commerce, distribution, financial, administrative, and customer-facing activities.

These third parties may process Personal Information on behalf of PBY or, depending upon the relationship and Applicable Law, may process certain information as an independent controller, business, or other legally recognized entity.

#### **14.1 Categories of Service Providers**

PBY may use Service Providers in categories including:

- cloud hosting and infrastructure providers;
- data storage providers;
- website and application providers;
- content management providers;
- cybersecurity providers;
- identity verification providers;
- fraud-prevention providers;
- payment processors;
- banking and financial service providers;
- accounting and tax providers;
- royalty administration providers;
- customer-service providers;
- email and communications providers;
- marketing and advertising providers;
- analytics providers;
- cookie and consent-management providers;
- information technology providers;

- software providers;
- artificial intelligence and automated technology providers;
- document-management providers;
- electronic-signature providers;
- publishing production providers;
- editorial providers;
- proofreading providers;
- graphic design providers;
- illustration providers;
- translation providers;
- accessibility providers;
- audiobook and audio-production providers;
- printing providers;
- fulfillment providers;
- shipping providers;
- distributors;
- retailers;
- digital marketplaces;
- library service providers;
- ISBN and bibliographic service providers;
- professional advisors;
- legal service providers;
- insurance providers;
- auditing providers;
- consultants;
- contractors;
- communications providers; and
- other providers reasonably necessary to operate PBY.

#### **14.2 Processing on Behalf of PBY**

Where a third party processes Personal Information solely on behalf of PBY, PBY may require that provider to:

- process information only for authorized purposes;
- maintain appropriate security safeguards;
- restrict unauthorized access;
- protect confidential information;
- assist with applicable privacy obligations where required;
- notify PBY of certain security incidents where required;
- return or delete information when appropriate; and
- comply with applicable contractual requirements.

#### **14.3 Independent Third Parties**

Not every third party that receives information from PBY acts as a PBY processor.

Certain third parties may independently determine how they process Personal Information.

Examples may include:

- retailers;
- digital marketplaces;
- distributors;
- payment institutions;
- social-media platforms;
- governmental authorities;
- financial institutions; and
- other independent business partners.

When an independent third party acts as its own controller or business, its own privacy notice may apply.

#### **14.4 Payment Service Providers**

PBY may use third-party payment providers to process:

- credit-card payments;
- debit-card payments;
- electronic payments;
- refunds;
- subscriptions;
- royalty payments;
- fraud checks; and
- other financial transactions.

Payment providers may collect and process information directly.

PBY does not control the independent privacy practices of payment providers.

#### **14.5 Banking and Royalty Providers**

For Authors and rights holders, PBY may use financial institutions and payment providers to administer:

- royalty payments;
- commissions;
- refunds;
- reimbursements;
- tax withholding;
- currency conversion;
- payment verification; and
- related financial activities.

#### **14.6 Tax and Accounting Providers**

PBY may engage tax professionals, accountants, accounting platforms, payroll providers, auditors, and related Service Providers.

Information processed may include:

- legal names;

- addresses;
- tax identification numbers;
- taxpayer classification;
- royalty information;
- payment records;
- withholding information; and
- other information necessary for tax or accounting purposes.

#### **14.7 Identity Verification**

PBY may use identity-verification or compliance providers to verify individuals where reasonably necessary for:

- Author onboarding;
- royalty payments;
- fraud prevention;
- contractual administration;
- sanctions screening;
- age verification;
- legal compliance; or
- other legitimate purposes.

#### **14.8 Fraud Prevention and Security Providers**

PBY may use specialized providers to detect and prevent:

- fraudulent transactions;
- account takeover;
- unauthorized access;
- malicious activity;
- automated abuse;
- payment fraud;
- identity theft;
- cyberattacks; and
- other security threats.

These providers may process technical and transaction-related information.

#### **14.9 Cloud and Data Storage Providers**

PBY may use cloud infrastructure, hosting, backup, storage, and database providers to store:

- account information;
- customer information;
- Author information;
- manuscripts;
- Creative Materials;
- publication files;
- transaction information;
- communications;

- technical information; and
- other business records.

#### **14.10 Manuscript and Creative Material Processing**

PBY may use specialized providers to assist with:

- manuscript storage;
- editing;
- formatting;
- proofreading;
- typesetting;
- cover design;
- illustration;
- translation;
- audiobook production;
- accessibility;
- metadata preparation;
- printing; and
- distribution.

Access to unpublished Creative Materials should be limited to personnel and providers who reasonably require access to perform an authorized function.

#### **14.11 Confidentiality of Unpublished Materials**

PBY recognizes that unpublished manuscripts and other Creative Materials may contain commercially valuable or confidential information.

Where appropriate, PBY may use:

- confidentiality agreements;
- contractual restrictions;
- role-based permissions;
- secure file transfer;
- access controls;
- authentication;
- encryption;
- logging; and
- other reasonable safeguards.

Specific confidentiality and intellectual-property obligations may also be established through an Author Publishing Agreement or separate confidentiality agreement.

#### **14.12 Editorial Service Providers**

PBY may provide authorized editors, proofreaders, fact-checkers, consultants, and editorial professionals with access to manuscripts and associated information necessary to perform their assignments.

Such access should be limited to the scope reasonably necessary for the assignment.

#### **14.13 Design and Production Providers**

PBY may provide designers, illustrators, formatters, typesetters, and production professionals with access to information and Creative Materials necessary to prepare publications.

#### **14.14 Translation Providers**

PBY may disclose manuscripts, metadata, and related information to translation providers where translation or localization is part of the requested or contracted Service.

#### **14.15 Audiobook Providers**

PBY may use third-party providers for:

- narration;
- voice recording;
- audio editing;
- mastering;
- transcription;
- accessibility;
- audio distribution; and
- related audiobook production.

#### **14.16 Distribution Partners**

PBY may provide publication and Author information to distributors and publishing intermediaries for:

- print distribution;
- e-book distribution;
- audiobook distribution;
- library distribution;
- international distribution;
- retailer fulfillment; and
- rights administration.

#### **14.17 Retailers and Marketplaces**

Retailers and digital marketplaces may independently collect information when individuals purchase or access PBY publications through their platforms.

Those parties may process:

- account information;
- payment information;

- shipping information;
- purchase history;
- device information;
- reading activity; and
- other information under their own privacy policies.

#### **14.18 ISBN and Bibliographic Services**

PBY may provide Author and publication information to ISBN agencies, bibliographic databases, cataloging organizations, libraries, distributors, retailers, and related services when necessary to establish or maintain publication records.

Public metadata may include information such as:

- Author or pen name;
- title;
- subtitle;
- publisher;
- publication date;
- edition;
- format;
- ISBN;
- description;
- subject classifications; and
- other bibliographic information.

#### **14.19 Pen Name Information**

Where an Author has designated a pen name, PBY may provide the pen name to publishing partners and public-facing distribution channels.

PBY generally will not intentionally disclose the Author's legal identity publicly merely because the Author has selected a pen name, except where required or permitted under the applicable contractual and legal framework.

#### **14.20 Marketing Providers**

PBY may use marketing providers to assist with:

- email communications;
- advertising;
- campaign management;
- audience segmentation;
- analytics;
- campaign measurement;
- customer relationship management; and
- promotional activities.

Applicable marketing choices are described in Section 12.

#### **14.21 Analytics Providers**

PBY may use analytics providers to understand:

- website traffic;
- application usage;
- publication activity;
- customer interactions;
- marketing performance;
- technical performance; and
- Service usage.

#### **14.22 Communications Providers**

PBY may use third-party providers to deliver:

- email;
- SMS;
- telephone communications;
- notifications;
- transactional messages;
- account alerts; and
- other communications.

#### **14.23 Customer Support Providers**

PBY may use customer-service and support providers to assist with:

- account questions;
- purchases;
- refunds;
- technical support;
- publishing inquiries;
- Author support;
- royalty inquiries; and
- other customer-service activities.

Support personnel may receive access to information reasonably necessary to resolve an inquiry.

#### **14.24 Professional Advisors**

PBY may provide information to:

- attorneys;
- accountants;
- tax advisors;
- auditors;
- consultants;

- insurers;
  - financial advisors; and
  - other professional advisors
- when reasonably necessary to perform their professional services.

#### **14.25 Legal and Regulatory Providers**

PBY may engage legal, compliance, regulatory, investigative, or other professional providers to assist with:

- legal compliance;
- privacy compliance;
- intellectual-property protection;
- disputes;
- investigations;
- contracts;
- regulatory matters; and
- enforcement of PBY's legal rights.

#### **14.26 Insurance Providers**

PBY may disclose Personal Information to insurers, brokers, claims administrators, and related providers where necessary to:

- obtain insurance;
- administer policies;
- investigate claims;
- respond to incidents; or
- manage risk.

#### **14.27 Business Partners**

PBY may establish commercial relationships with business partners supporting:

- publishing;
- technology;
- distribution;
- education;
- events;
- marketing;
- licensing;
- production;
- fulfillment;
- international operations; and
- other lawful business activities.

#### **14.28 Contractor Access**

Independent contractors may receive access to Personal Information or Creative Materials when reasonably necessary to perform authorized services.

PBY seeks to limit contractor access according to:

- role;
- assignment;
- business necessity;
- contractual obligations; and
- applicable security requirements.

#### **14.29 Employee and Personnel Access**

PBY personnel may access Personal Information only where reasonably necessary for legitimate business purposes and subject to applicable organizational controls.

Depending upon their responsibilities, personnel may assist with:

- publishing;
- editorial operations;
- customer service;
- accounting;
- royalties;
- legal matters;
- information technology;
- marketing;
- security; and
- administration.

#### **14.30 Access Limitation**

PBY seeks to apply the principle of least-privilege access where reasonably practicable.

This means individuals and providers should receive access only to the information reasonably necessary to perform their assigned functions.

#### **14.31 Contractual Safeguards**

Where appropriate, PBY may require third parties to agree to contractual provisions concerning:

- confidentiality;
- data protection;
- information security;
- permitted processing;
- intellectual-property protection;
- breach notification;
- data retention;
- deletion;

- return of information; and
- compliance with Applicable Law.

#### **14.32 International Service Providers**

Some Service Providers may be located outside the United States.

Accordingly, Personal Information may be processed in countries other than the country in which it was originally collected.

International transfer mechanisms are addressed in Section 16.

#### **14.33 Data Processing Agreements**

Where required by Applicable Law, PBY may execute data-processing agreements or similar arrangements with processors and Service Providers.

These agreements may establish requirements concerning:

- processing instructions;
- confidentiality;
- security;
- subprocessors;
- incident response;
- international transfers;
- retention;
- deletion; and
- assistance with individual privacy rights.

#### **14.34 Subprocessors**

A Service Provider may use additional providers, known as subprocessors, to perform portions of its services.

Where required by Applicable Law, PBY may require appropriate authorization, notification, contractual protections, or other safeguards concerning subprocessors.

#### **14.35 Vendor Risk Assessment and Security Requirements**

PBY evaluates Service Providers based upon the nature, scope, sensitivity, and volume of Personal Information or Creative Materials they may process on behalf of PBY.

PBY seeks to require Service Providers and subprocessors to maintain reasonable technical, administrative, organizational, and physical safeguards appropriate to the information and services involved.

Where appropriate to the relationship, PBY seeks to establish contractual requirements addressing:

- confidentiality;

- permitted processing purposes;
- data security;
- access controls;
- data retention;
- data deletion or return;
- incident and security-event notification;
- use of subprocessors;
- international data transfers;
- intellectual-property protection;
- restrictions on unauthorized secondary use;
- restrictions on unauthorized artificial-intelligence model training; and
- compliance with Applicable Law.

PBY may evaluate Service Providers periodically and may take reasonable corrective or contractual measures when a provider does not satisfy applicable requirements.

The specific safeguards and contractual requirements applicable to a particular Service Provider may vary based upon the nature of the services provided and the information processed.

#### **14.36 Security Incidents**

Where a Service Provider experiences a security incident involving PBY information, PBY may take steps reasonably necessary to:

- investigate;
- contain;
- mitigate;
- notify affected individuals where required;
- notify regulators where required;
- preserve evidence; and
- comply with Applicable Law.

#### **14.37 Deletion and Return of Information**

Where reasonably appropriate and legally permitted, PBY may require Service Providers to:

- return information;
- delete information;
- destroy copies;
- terminate access; or
- retain information only as required by law or legitimate contractual obligations.

#### **14.38 Required Legal Retention**

A Service Provider may retain information where retention is necessary to comply with:

- tax laws;
- accounting requirements;
- legal obligations;

- regulatory requirements;
- dispute-resolution requirements;
- fraud-prevention obligations; or
- other Applicable Law.

#### **14.39 No Unauthorized Commercial Use**

Where a third party acts solely as a PBY Service Provider, PBY seeks to restrict that provider from using PBY Personal Information for unrelated purposes except where permitted or required by Applicable Law.

#### **14.40 AI and Automated Technology Providers**

PBY may use technology providers that incorporate artificial intelligence, machine learning, automation, natural-language processing, speech recognition, document processing, or similar technologies.

Such technologies may support legitimate operational activities, including:

- proofreading;
- transcription;
- accessibility;
- formatting;
- translation;
- search;
- categorization;
- fraud prevention;
- security;
- customer support;
- document organization; and
- other authorized business functions.

PBY's restrictions concerning the use of Personal Information and unpublished Creative Materials for AI training are addressed in Section 11.

#### **14.41 No Implied Transfer of Author Rights**

Providing a manuscript or Creative Material to a Service Provider for an authorized operational purpose does not, by itself, transfer ownership of the underlying copyright or intellectual property rights belonging to an Author.

Ownership and licensing rights are governed by the applicable publishing, licensing, work-for-hire, or other written agreement.

#### **14.42 Third-Party Terms**

When you directly use a third-party Service, platform, retailer, marketplace, payment provider, or other independent service, that provider's terms and privacy policy may also apply.

PBY is not responsible for independent third parties' policies or practices except to the extent required by Applicable Law.

#### **14.43 Changes in Service Providers**

PBY may replace, add, remove, or change Service Providers as its business, technology, legal obligations, or operational requirements evolve.

Where a change materially affects privacy rights and notice is required, PBY will provide the notice required by Applicable Law.

#### **14.44 Transparency Concerning Provider Categories**

PBY may describe Service Providers by functional category rather than identifying every individual provider in this Privacy Policy.

This approach allows PBY to update vendors as technology and business requirements change without requiring the Privacy Policy to be rewritten for every routine vendor change.

Where Applicable Law requires specific vendor disclosure, PBY will provide the information required.

#### **14.45 Relationship to Section 13**

Section 13 explains the circumstances under which PBY may disclose Personal Information.

This Section explains the principal categories of Service Providers, processors, contractors, and business partners that may receive or process such information.

#### **14.46 Responsible Third-Party Management**

PBY seeks to select and manage Service Providers in a manner consistent with:

- privacy;
- security;
- confidentiality;
- contractual requirements;
- intellectual-property protection;
- applicable data-protection laws; and
- the legitimate operational needs of PBY.

Nothing in this Section creates a representation that every third party will satisfy the same privacy or security standards as PBY. Independent third parties remain responsible for their own legally applicable practices.

## **15. SECTION 15: PUBLISHING PARTNERS, RETAILERS & THIRD-PARTY MARKETPLACES**

Publishing By YOUNGBLOOD (“PBY”) may work with publishing partners, distributors, retailers, libraries, digital marketplaces, audiobook platforms, e-book platforms, fulfillment providers, printing companies, bibliographic services, and other third parties to publish, distribute, market, sell, license, deliver, and administer publications and related Services.

These organizations may process Personal Information and publication-related information according to their own legal obligations, contractual arrangements, and privacy policies.

### **15.1 Publishing Ecosystem**

The PBY publishing ecosystem may include:

- physical bookstores;
- online bookstores;
- e-book retailers;
- audiobook retailers;
- digital reading platforms;
- library distributors;
- library systems;
- wholesalers;
- publishing distributors;
- print-on-demand providers;
- printers;
- fulfillment providers;
- shipping companies;
- bibliographic databases;
- ISBN agencies;
- cataloging organizations;
- accessibility platforms;
- subscription platforms;
- educational institutions;
- international publishing partners;
- rights-management platforms;
- licensing partners;
- marketing platforms; and
- other lawful publishing channels.

### **15.2 Distribution of Publications**

PBY may provide publication-related information to distributors and marketplaces in order to make publications available through authorized channels.

Information may include:

- title;
- subtitle;
- Author name;
- approved pen name;
- publication description;

- ISBN;
- edition information;
- format;
- price;
- territory;
- rights information;
- publication date;
- category;
- subject classification;
- cover image;
- author biography;
- marketing information; and
- other information reasonably necessary for distribution.

### **15.3 Author Information Provided to Publishing Partners**

Depending upon the applicable publishing agreement, PBY may provide authorized publishing partners with information necessary to:

- identify an Author;
- establish publication records;
- distribute a publication;
- administer royalties;
- manage rights;
- report sales;
- fulfill contractual obligations;
- satisfy tax requirements; or
- comply with legal obligations.

### **15.4 Pen Names**

Where an Author has selected a pen name for public publication, PBY generally intends to use the approved pen name in public-facing publishing metadata.

PBY may nevertheless provide the Author's legal identity to a publishing partner where reasonably necessary for:

- contracts;
- royalty administration;
- tax reporting;
- identity verification;
- rights management;
- legal compliance;
- fraud prevention; or
- other authorized purposes.

Public use of a pen name does not prevent PBY from maintaining accurate legal records internally.

### **15.5 Retailer Accounts**

When an individual purchases or accesses a PBY publication through an independent retailer or marketplace, that retailer may collect Personal Information directly.

Such information may include:

- name;
- email address;
- shipping address;
- billing information;
- payment information;
- device information;
- purchase history;
- account information;
- reading activity; and
- other information collected by that retailer.

The retailer's privacy policy governs its independent processing activities.

#### **15.6 Direct PBY Purchases**

When a customer purchases directly from PBY, PBY may collect and process information necessary to:

- process the order;
- collect payment;
- provide the product;
- deliver digital content;
- ship physical products;
- provide customer support;
- process refunds;
- prevent fraud;
- maintain transaction records; and
- satisfy legal obligations.

#### **15.7 Third-Party Checkout**

PBY may use third-party payment or checkout services.

When such a service processes a transaction directly, the provider may collect payment information and other transaction information according to its own privacy practices.

#### **15.8 Print-on-Demand**

PBY may use print-on-demand providers to manufacture publications after an order is placed.

Information provided to such providers may include information necessary to:

- print the publication;
- fulfill the order;

- ship the product;
- process returns;
- calculate costs; and
- administer the transaction.

### **15.9 Shipping and Fulfillment**

PBY may provide shipping and fulfillment partners with information necessary to deliver physical products.

This may include:

- recipient name;
- shipping address;
- telephone number where appropriate;
- order information;
- delivery instructions; and
- other information reasonably necessary for fulfillment.

### **15.10 Digital Books and E-Books**

E-books may be distributed through third-party digital platforms.

Those platforms may independently collect and process information concerning:

- account activity;
- purchases;
- downloads;
- reading activity;
- devices;
- technical information;
- payment transactions; and
- other platform interactions.

### **15.11 Audiobooks**

Audiobooks may be distributed through independent audiobook retailers, libraries, subscription services, and digital platforms.

These platforms may independently process:

- account information;
- purchases;
- listening activity;
- device information;
- subscription information;
- payment information; and
- other platform data.

### **15.12 Library Distribution**

PBY may provide publication information to:

- libraries;
- library distributors;
- cataloging services;
- library databases;
- educational institutions; and
- related organizations.

This may include public bibliographic information such as:

- title;
- Author or pen name;
- ISBN;
- publisher;
- publication date;
- edition;
- subject classification;
- description; and
- other catalog information.

### **15.13 Bibliographic Databases**

PBY may submit publication metadata to bibliographic databases and cataloging services.

Once publication metadata is distributed to independent databases, PBY may not control:

- indexing;
- replication;
- archival copies;
- search-engine indexing;
- third-party display;
- redistribution; or
- subsequent use.

### **15.14 ISBN and Publication Records**

PBY may provide information to ISBN administrators, publishing registries, bibliographic databases, retailers, distributors, libraries, and other entities that maintain publication records.

Information may include the publisher, publication title, edition, format, ISBN, Author or pen name, and other required metadata.

### **15.15 Retailer Requirements**

Retailers and marketplaces may require certain information before accepting or distributing a publication.

PBY may provide such information where reasonably necessary to fulfill an Author's publishing agreement or distribute a publication.

#### **15.16 International Distribution**

PBY may distribute publications internationally.

International distribution may involve disclosure of publication, Author, rights, financial, tax, and transaction information to entities located outside the United States.

International transfers are addressed in Section 16.

#### **15.17 Royalty Reporting**

PBY may receive sales and usage information from retailers, distributors, marketplaces, libraries, subscription services, and other publishing partners.

This information may be used to:

- calculate royalties;
- prepare royalty statements;
- administer contracts;
- reconcile sales;
- identify returns;
- process adjustments;
- administer taxes; and
- perform accounting.

#### **15.18 Royalty Information**

Royalty records may include:

- sales quantities;
- returns;
- refunds;
- revenue;
- discounts;
- applicable fees;
- territory;
- format;
- retailer;
- distributor;
- royalty rate;
- withholding;
- currency;
- payment information; and
- other information necessary to administer the applicable publishing agreement.

#### **15.19 Tax Information**

PBY may receive or provide tax-related information necessary to administer publishing relationships.

For Authors and rights holders, this may include information contained in applicable tax documentation such as:

- Form W-9;
- Form W-8BEN;
- Form W-8BEN-E;
- taxpayer identification information;
- tax residency information;
- withholding information; and
- related documentation.

#### **15.20 Author-Controlled Retailer Relationships**

An Author may independently maintain accounts or relationships with retailers, distributors, platforms, or marketplaces.

Where the Author independently provides Personal Information to such a third party, that information is governed by the third party's privacy practices unless PBY is separately responsible for the processing.

#### **15.21 Third-Party Accounts**

Some PBY Services may require or permit integration with third-party accounts.

If you connect a third-party account to a PBY Service, information may be exchanged according to:

- your authorization;
- the applicable integration;
- the third party's privacy policy;
- PBY's Privacy Policy; and
- Applicable Law.

#### **15.22 Social Media and Public Platforms**

PBY may maintain accounts or promotional presence on third-party social-media platforms.

Interactions occurring directly on those platforms may be governed by the platform's own privacy policies and terms.

#### **15.23 Reviews and Ratings**

Retailers, marketplaces, and other platforms may allow customers or readers to submit:

- reviews;
- ratings;
- comments;
- questions;
- recommendations; or
- other public content.

Such submissions may become public according to the policies of the platform on which they are posted.

#### **15.24 Public Author Profiles**

PBY and its publishing partners may maintain public Author profiles containing information authorized for publication.

Public information may include:

- pen name;
- biography;
- photograph;
- published works;
- professional information;
- links;
- interviews;
- awards;
- public social-media accounts; and
- other approved information.

#### **15.25 Legal Identity Isolation in Distribution**

PBY seeks to maintain reasonable logical and administrative separation between an Author's internal legal identity and public publishing metadata.

Where an Author has designated a Pen Name, PBY will use the Pen Name in public-facing distribution metadata where permitted by applicable publishing, contractual, regulatory, tax, rights-management, ISBN, retailer, distributor, or marketplace requirements.

PBY may disclose an Author's legal identity where required by law, court order, governmental authority, contractual obligation, tax requirement, payment requirement, rights administration, fraud prevention, or other legitimate business or legal purpose.

#### **15.26 Search Engine Indexing**

Publicly available publication and Author information may be indexed by:

- search engines;
- social-media platforms;
- bibliographic databases;
- retailer websites;
- library databases;
- artificial intelligence search systems; and
- other publicly accessible technologies.

PBY cannot guarantee the removal or suppression of information that has already been independently indexed or replicated by third parties.

### **15.27 Third-Party Content and Metadata**

Once information has been supplied to an independent publishing partner, PBY may have limited ability to control:

- how the information is displayed;
- how long it remains available;
- how it is indexed;
- whether it is replicated;
- whether it is archived;
- whether it appears in search results; or
- whether it is redistributed.

### **15.28 Marketplace Policies**

Retailers and marketplaces may impose their own:

- terms of use;
- content standards;
- privacy policies;
- refund policies;
- account requirements;
- metadata requirements;
- content restrictions; and
- distribution rules.

PBY may be required to comply with those requirements to make publications available through the applicable channel.

### **15.29 Third-Party Content Moderation**

Independent marketplaces may review, restrict, remove, suspend, or reject publications according to their own policies.

PBY does not control independent third-party moderation decisions.

### **15.30 Digital Rights Management**

Digital publications may be distributed using technologies designed to protect:

- copyright;
- licensing rights;
- authorized access;
- distribution rights; and
- publisher and Author interests.

The applicable digital platform may independently control the technical implementation of such protections.

### **15.31 Accessibility and Alternative Formats**

PBY may work with third-party providers to create or distribute:

- accessible e-books;
- audio formats;
- large-print editions;
- text-to-speech versions;
- alternative digital formats; and
- other accessibility formats.

#### **15.32 International Retailers**

International retailers and distributors may process information in accordance with the laws applicable to their jurisdictions.

PBY may transfer information internationally when reasonably necessary to fulfill its publishing and distribution obligations.

#### **15.33 Third-Party Privacy Policies**

PBY encourages users and Authors to review the privacy policies of any independent:

- retailer;
- distributor;
- library platform;
- audiobook provider;
- e-book provider;
- payment provider;
- social-media platform;
- marketplace; or
- other third party

with which they interact.

#### **15.34 No Control Over Independent Processing**

PBY is not responsible for an independent third party's processing of Personal Information except to the extent required by Applicable Law.

This includes processing occurring after information has been lawfully transferred to an independent controller, business, retailer, distributor, or marketplace.

#### **15.35 Contractual Publishing Rights**

An Author's publishing agreement may authorize PBY to distribute publication-related information to specified third parties.

Where such authorization exists, PBY may make the disclosures necessary to perform the applicable publishing agreement.

#### **15.36 Rights and Restrictions Remain**

Distribution of a publication through a retailer, distributor, marketplace, or other partner does not by itself transfer ownership of an Author's copyright or other intellectual-property rights.

Ownership and licensing remain governed by the applicable written agreement.

#### **15.37 Removal Requests**

Where an Author or customer requests removal or correction of information appearing on a third-party platform, PBY may assist where reasonably practicable and legally appropriate.

However, PBY cannot guarantee that an independent third party will honor a removal request.

#### **15.38 Correction of Publication Metadata**

If an Author identifies an error in public publication metadata controlled by PBY, the Author may contact PBY to request correction.

Where the information was supplied to an independent retailer, distributor, library, or database, PBY may need to submit the correction request to that third party.

#### **15.39 Data Minimization**

PBY seeks to provide publishing partners only the information reasonably necessary to:

- publish;
- distribute;
- sell;
- fulfill;
- administer;
- market;
- report;
- account for; or
- otherwise support

the applicable publication or Service.

#### **15.40 Security**

PBY seeks to use reasonable safeguards when transferring Personal Information and Creative Materials to publishing partners and third-party marketplaces.

However, no method of electronic transmission or storage is completely secure.

#### **15.41 Changes to Publishing Partners**

PBY may add, replace, discontinue, or change distributors, retailers, marketplaces, and other publishing partners as business needs, technology, contracts, or market conditions change.

Where legally required, PBY will provide appropriate notice.

#### **15.42 Business and Distribution Relationships**

PBY may establish new relationships with publishing and technology companies as its operations expand.

Such relationships may involve the international transfer, processing, storage, or disclosure of Personal Information and publication-related information.

#### **15.43 Relationship to Section 14**

Section 14 addresses Service Providers, processors, contractors, and business partners that may process information for PBY.

This Section addresses the specialized publishing ecosystem through which PBY publications and related Services may be distributed, sold, licensed, cataloged, marketed, and delivered.

#### **15.44 Relationship to Author Agreements**

This Privacy Policy governs the handling of Personal Information.

An Author's specific rights concerning:

- copyright;
- licensing;
- publication;
- distribution;
- territorial rights;
- royalties;
- confidentiality;
- publicity;
- pen names;
- derivative works;
- subsidiary rights; and
- other intellectual-property matters

are governed by the applicable Author Publishing Agreement or other written contract.

#### **15.45 Responsible Publishing Partnership**

PBY seeks to work with publishing partners in a manner that balances:

- Author rights;
- customer privacy;
- intellectual-property protection;
- contractual obligations;
- legal compliance;
- publishing distribution;
- accessibility; and
- the legitimate commercial requirements of the publishing industry.

PBY does not represent that every independent publishing partner maintains identical privacy, security, confidentiality, or data-retention practices.

Where required by Applicable Law, PBY will provide the protections and disclosures applicable to the specific relationship.

### **16. SECTION 16: INTERNATIONAL DATA TRANSFERS & CROSS-BORDER PROCESSING**

Publishing By YOUNGBLOOD (“PBY”) is based in the United States and may provide publishing, distribution, technology, commerce, and related Services to individuals and organizations located in different countries and jurisdictions.

As a result, Personal Information may be collected in one country, transferred to another country, and processed by PBY or authorized third parties in additional jurisdictions.

PBY seeks to conduct international data transfers in accordance with Applicable Law.

#### **16.1 United States-Based Operations**

PBY’s principal operations are based in the United States, including the State of Louisiana.

Personal Information collected through PBY Services may therefore be transferred to, stored in, or processed within the United States.

#### **16.2 International Operations**

PBY may interact with individuals, Authors, customers, publishing partners, contractors, distributors, retailers, and Service Providers located outside the United States.

Such relationships may require the transfer or processing of Personal Information across international borders.

#### **16.3 Categories of International Information**

Information transferred internationally may include, depending upon the applicable relationship:

- identity information;
- contact information;
- account information;
- Author information;
- pen-name information;
- manuscript-related information;
- Creative Materials;
- publication metadata;
- transaction information;
- payment information;
- royalty information;
- tax information;
- technical information;
- communications;
- customer-support information;
- marketing preferences;
- security information; and
- other information reasonably necessary for the applicable Service.

#### **16.4 Purposes of International Transfers**

PBY may transfer Personal Information internationally to:

- provide Services;
- administer publishing agreements;
- evaluate and produce publications;
- distribute publications;
- process purchases;
- process royalties;
- administer taxes;
- provide customer support;
- maintain technology infrastructure;
- prevent fraud;
- maintain security;
- provide accessibility;
- perform accounting;
- comply with legal obligations;
- administer contractual relationships; and
- conduct other lawful business activities.

#### **16.5 Applicable International Privacy Laws**

Depending upon where an individual resides, international data processing may be subject to laws including, where applicable:

- the European Union General Data Protection Regulation (“EU GDPR”);
- the United Kingdom General Data Protection Regulation (“UK GDPR”);
- the UK Data Protection Act 2018;
- Brazil’s Lei Geral de Proteção de Dados (“LGPD”);

- Australia's Privacy Act 1988;
- Canada's applicable federal or provincial privacy laws;
- and other applicable national, regional, state, provincial, or territorial privacy laws.

The rights and protections available to an individual may depend upon the person's jurisdiction, relationship with PBY, and Applicable Law.

## **16.6 European Economic Area**

Where EU GDPR applies to PBY's processing activities, PBY will seek to process Personal Information in accordance with applicable GDPR requirements.

Where required, PBY may rely upon recognized GDPR mechanisms for international transfers.

## **16.7 European Commission Standard Contractual Clauses**

Where appropriate and legally required, PBY may use the European Commission's Standard Contractual Clauses ("SCCs") as a mechanism for transferring Personal Information from the European Economic Area to jurisdictions that do not benefit from an applicable adequacy decision.

The applicable SCC module and provisions may depend upon the nature of the parties and processing relationship.

## **16.8 Transfer Impact Assessments**

Where required or appropriate under Applicable Law, PBY may conduct or support transfer risk assessments, transfer impact assessments, or comparable evaluations concerning international data transfers.

Such assessments may consider:

- the nature of the information;
- the destination jurisdiction;
- applicable laws;
- government-access risks;
- contractual protections;
- technical safeguards;
- organizational safeguards; and
- available supplementary measures.

## **16.9 Supplementary Safeguards**

Where appropriate, PBY may use additional safeguards for international transfers, including:

- encryption;
- access controls;
- authentication;
- contractual restrictions;
- confidentiality obligations;

- pseudonymization;
- data minimization;
- security monitoring; and
- other reasonable technical or organizational measures.

#### **16.10 Adequacy Decisions**

Where an applicable privacy law recognizes an adequacy decision or comparable lawful transfer mechanism, PBY may rely upon that mechanism where legally appropriate.

#### **16.11 United Kingdom International Transfers**

Where UK GDPR applies, PBY may use legally recognized UK international transfer mechanisms.

Depending upon the circumstances, these may include:

- the UK International Data Transfer Agreement (“UK IDTA”);
- the UK International Data Transfer Addendum to the EU Standard Contractual Clauses (“UK Addendum”);
- adequacy regulations; or
- another lawful transfer mechanism recognized under UK law.

#### **16.12 UK Transfer Risk Assessments**

Where required by UK law, PBY may conduct or support transfer risk assessments concerning transfers of Personal Information from the United Kingdom.

#### **16.13 Brazil**

Where Brazil’s LGPD applies, PBY may use international transfer mechanisms recognized under applicable Brazilian law.

Such mechanisms may include contractual protections, adequacy decisions, or other lawful mechanisms as applicable.

#### **16.14 Canada**

Where Canadian privacy law applies, PBY may process or transfer information internationally subject to the applicable Canadian privacy requirements.

Individuals should understand that Personal Information transferred outside Canada may be subject to the laws of the jurisdiction in which it is processed.

#### **16.15 Australia**

Where Australian privacy law applies, PBY will seek to handle Personal Information in accordance with applicable Australian requirements governing overseas disclosure and international processing.

#### **16.16 Other Jurisdictions**

PBY may receive Personal Information from or transfer Personal Information to other countries and jurisdictions.

Where a jurisdiction imposes specific international-transfer requirements, PBY seeks to use a lawful mechanism appropriate to the applicable circumstances.

#### **16.17 Service Providers Located Outside the United States**

PBY may use Service Providers located outside the United States.

Such providers may process Personal Information in the jurisdiction where they operate or in other jurisdictions in which they or their authorized subprocessors operate.

#### **16.18 Publishing and Distribution Partners**

International publishing partners, distributors, retailers, libraries, marketplaces, and other publishing organizations may independently process information according to their own legal obligations and privacy policies.

PBY may provide information to such organizations when reasonably necessary to fulfill an applicable publishing or distribution relationship.

#### **16.19 International Author Relationships**

Authors located outside the United States may be required to provide information necessary to establish and administer a publishing relationship.

This may include:

- legal identity information;
- tax residency;
- tax identification;
- payment information;
- banking information;
- royalty information;
- publishing rights information; and
- identity-verification information.

#### **16.20 Cross-Border Royalty Payments**

International royalty payments may require the transfer of financial and tax-related information between PBY, financial institutions, payment providers, tax authorities, and other authorized entities.

Such transfers may occur across national borders.

#### **16.21 Currency and Tax Administration**

International transactions may require processing of:

- currency;
- exchange rates;
- tax withholding;
- tax residency;
- treaty-related information;
- payment records; and
- other financial information.

#### **16.22 Government and Law-Enforcement Requests**

PBY may disclose Personal Information to governmental, regulatory, judicial, or law-enforcement authorities when:

- required by law;
- compelled by valid legal process;
- necessary to comply with a legal obligation;
- necessary to protect the rights, safety, or property of PBY or others; or
- otherwise permitted by Applicable Law.

#### **16.23 Government Access to Data**

Individuals should understand that information processed in the United States or another foreign jurisdiction may be subject to lawful access requests by governmental authorities under the laws applicable in that jurisdiction.

PBY will respond to legally valid requests in accordance with Applicable Law.

#### **16.24 International Legal Requests**

Where legally permitted, PBY may challenge, narrow, or seek clarification concerning requests for Personal Information that PBY reasonably believes are unlawful, overly broad, or otherwise defective.

Nothing in this provision requires PBY to violate a valid legal obligation.

#### **16.25 Data Localization Requirements**

Certain jurisdictions may require Personal Information to be stored or processed within a particular country or region.

Where such requirements apply to PBY and are legally applicable, PBY may implement appropriate storage or processing arrangements.

#### **16.26 International Data Representatives**

Where Applicable Law requires PBYP to appoint a representative in a particular jurisdiction, PBYP may appoint such representative in accordance with the applicable legal requirements.

Unless expressly identified in this Privacy Policy or another official PBYP notice, PBYP does not represent that it maintains a physical office, branch, or permanent establishment in every jurisdiction in which its Services may be accessed.

#### **16.27 European and UK Data Protection Contacts**

Individuals located in jurisdictions that provide specific rights concerning international processing may contact PBYP using the contact information provided in Section 25.

Where Applicable Law requires a separate representative or regulatory contact, PBYP will provide the information required by law.

#### **16.28 Cross-Border Manuscript Processing**

Authors should understand that unpublished manuscripts and Creative Materials may be processed internationally when PBYP uses authorized:

- cloud-storage providers;
- editors;
- designers;
- formatters;
- translators;
- audiobook providers;
- production providers;
- technology providers; or
- other Service Providers.

PBYP seeks to apply appropriate contractual, technical, and organizational safeguards to such processing.

#### **16.29 Confidentiality of International Creative Materials**

International transfer of a manuscript or Creative Material for an authorized publishing purpose does not, by itself, transfer ownership of the underlying intellectual property.

Contractual ownership and confidentiality obligations remain governed by the applicable publishing agreement, license, confidentiality agreement, or other written contract.

#### **16.30 Data Minimization in International Transfers**

PBYP seeks to limit international transfers to information reasonably necessary for the applicable purpose.

Where appropriate, PBYP may use:

- pseudonymization;

- de-identification;
- aggregation;
- data minimization;
- restricted access; or
- other safeguards.

#### **16.31 Encryption**

Where appropriate, PBY may use encryption during transmission and/or storage of Personal Information.

The level of encryption used may vary depending upon:

- the type of information;
- the technology involved;
- operational requirements;
- security risks; and
- Applicable Law.

#### **16.32 Access Controls**

PBY may apply access controls to limit international access to Personal Information.

Such controls may include:

- authentication;
- authorization;
- role-based access;
- multi-factor authentication;
- logging;
- monitoring; and
- other security measures.

#### **16.33 International Data Retention**

Personal Information transferred internationally may be retained for periods determined by:

- the purpose for which it was collected;
- contractual requirements;
- legal obligations;
- tax requirements;
- accounting requirements;
- dispute-resolution needs;
- security requirements; and
- other legitimate business purposes.

Additional retention information is provided in Section 18.

#### **16.34 International Privacy Rights**

An individual's privacy rights may differ depending upon:

- country;
- state;
- province;
- territory;
- residency;
- citizenship;
- type of relationship with PBY;
- applicable law; and
- nature of the processing.

PBY will honor rights that apply to the individual under Applicable Law.

#### **16.35 No Contractual Elimination of Statutory Rights**

Nothing in this Section is intended to eliminate, restrict, or waive a privacy right that cannot lawfully be waived under Applicable Law.

#### **16.36 Conflict Between Laws**

If the privacy laws of two or more jurisdictions impose different requirements on the same processing activity, PBY may evaluate the applicable requirements and implement measures reasonably necessary to comply with the laws applicable to the particular processing.

#### **16.37 Changes in International Transfer Mechanisms**

International privacy laws, regulatory guidance, adequacy decisions, contractual mechanisms, and transfer requirements may change.

PBY may modify its transfer mechanisms and safeguards as necessary to maintain compliance.

#### **16.38 International Business Expansion**

As PBY expands its publishing, distribution, technology, and commercial activities, the jurisdictions in which Personal Information is processed may change.

PBY may update this Privacy Policy when required to provide notice of material changes.

#### **16.39 Your Acknowledgment**

By using PBY Services, you acknowledge that, where permitted by Applicable Law, your Personal Information may be processed in countries other than the country in which you reside.

Where a jurisdiction requires a specific consent or lawful transfer mechanism, PBY will seek to obtain or implement the mechanism required by law.

#### **16.40 Relationship to Other Sections**

This Section should be read together with:

- Section 13 — How We Disclose Personal Information;
- Section 14 — Service Providers, Processors & Business Partners;
- Section 15 — Publishing Partners, Retailers & Third-Party Marketplaces;
- Section 17 — Data Security & Intellectual Property Safeguards;
- Section 18 — Data Retention, Archiving & Deletion Policies; and
- Section 22 — International Specific Rights.

#### **16.41 Commitment to Lawful International Processing**

PBY seeks to conduct cross-border processing in a manner consistent with:

- applicable privacy laws;
- contractual obligations;
- intellectual-property protections;
- confidentiality requirements;
- information-security principles; and
- the rights of individuals.

No international transfer mechanism described in this Section should be interpreted as a representation that a particular mechanism applies to every individual, transaction, Service Provider, or jurisdiction. The applicable mechanism depends upon the specific transfer and the law governing it.

### **17. SECTION 17: DATA SECURITY & INTELLECTUAL PROPERTY SAFEGUARDS**

Publishing By YOUNGBLOOD (“PBY”) recognizes the importance of protecting Personal Information, unpublished manuscripts, Creative Materials, publication files, financial information, account credentials, and other information entrusted to PBY.

PBY maintains administrative, technical, physical, and organizational safeguards designed to reduce the risk of unauthorized access, disclosure, alteration, loss, destruction, or misuse of information.

No method of transmission, storage, or electronic processing is completely secure. Accordingly, PBY cannot guarantee absolute security.

#### **17.1 Security Program**

PBY may maintain a security program appropriate to the nature, volume, sensitivity, and operational use of the information it processes.

Security measures may be adjusted as:

- technology changes;

- threats evolve;
- business operations change;
- Applicable Law develops; or
- new security risks are identified.

### **17.2 Administrative Safeguards**

PBY may implement administrative safeguards including:

- information-security policies;
- privacy procedures;
- access-management procedures;
- confidentiality requirements;
- employee and contractor controls;
- security training;
- vendor-management procedures;
- incident-response procedures;
- data-retention procedures; and
- business-continuity procedures.

### **17.3 Technical Safeguards**

Depending upon the system and information involved, PBY may use technical safeguards including:

- encryption;
- authentication;
- multi-factor authentication;
- access controls;
- firewalls;
- monitoring;
- logging;
- malware protection;
- vulnerability management;
- backup systems;
- secure communications;
- network protections; and
- other security technologies.

### **17.4 Physical Safeguards**

Where applicable, PBY may use physical safeguards designed to protect information and systems from unauthorized physical access.

Such measures may include:

- controlled facility access;
- secure equipment storage;
- visitor controls;
- secure disposal;

- environmental protections; and
- other physical security measures.

### **17.5 Access Controls**

PBY seeks to restrict access to Personal Information and Creative Materials based upon legitimate business necessity.

Access may be determined by:

- job responsibilities;
- contractual responsibilities;
- project assignment;
- authorization level;
- sensitivity of information; and
- Applicable Law.

### **17.6 Least-Privilege Principle**

Where reasonably practicable, PBY seeks to provide individuals and Service Providers with the minimum level of access reasonably necessary to perform their authorized responsibilities.

### **17.7 Authentication**

PBY may require authentication mechanisms designed to verify users before granting access to protected systems.

Depending upon the Service, authentication may include:

- passwords;
- multi-factor authentication;
- verification codes;
- security tokens;
- identity verification; or
- other authentication technologies.

### **17.8 Account Credentials**

Users are responsible for protecting their account credentials.

Users should not:

- share passwords;
- provide authentication codes to unauthorized individuals;
- reuse passwords where doing so creates unnecessary risk;
- circumvent security controls; or
- knowingly permit unauthorized access.

### **17.9 Author Accounts**

Authors may receive access to systems containing sensitive information relating to:

- manuscripts;
- publishing contracts;
- royalty statements;
- tax documentation;
- payment information;
- publication metadata; and
- other Author information.

Authors should protect their account credentials and promptly report suspected unauthorized access.

### **17.10 Manuscript Security**

PBY recognizes that unpublished manuscripts may contain confidential and commercially valuable intellectual property.

PBY may use reasonable safeguards to protect manuscripts against unauthorized access, disclosure, alteration, or destruction.

### **17.11 Creative Material Security**

Creative Materials may include:

- manuscripts;
- outlines;
- drafts;
- book concepts;
- illustrations;
- photographs;
- cover designs;
- audio masters;
- recordings;
- scripts;
- translations;
- source files;
- marketing materials; and
- other unpublished creative works.

PBY may apply access restrictions to such materials based upon the needs of the applicable project.

### **17.12 Confidentiality Controls**

PBY may require employees, contractors, editors, designers, consultants, technology providers, and other authorized persons to maintain confidentiality concerning information to which they receive access.

### **17.13 Contractual Protection**

Where appropriate, PBY may use:

- confidentiality agreements;
- nondisclosure agreements;
- data-processing agreements;
- publishing agreements;
- contractor agreements;
- intellectual-property agreements; and
- other contractual safeguards.

#### **17.14 Intellectual Property Protection**

Security measures may be used to protect intellectual property belonging to:

- PBY;
- Authors;
- licensors;
- publishers;
- customers;
- business partners; and
- other rights holders.

#### **17.15 No Transfer of Ownership**

Security, storage, review, processing, or transmission of a manuscript or Creative Material does not by itself transfer ownership of that material.

Ownership and licensing rights remain governed by the applicable written agreement.

#### **17.16 Public Versus Confidential Information**

PBY may distinguish between information intended for public distribution and information intended to remain confidential.

Public publication information may include:

- title;
- Author or pen name;
- ISBN;
- description;
- cover image;
- publication date;
- publisher information; and
- other authorized metadata.

Confidential information may include:

- unpublished manuscripts;
- legal names;

- tax information;
- banking information;
- private communications;
- account credentials;
- private contracts; and
- other non-public information.

#### **17.17 Pen Name Protection**

Where an Author has selected a pen name, PBY seeks to maintain reasonable separation between the Author's public publishing identity and private legal identity.

Access to the Author's legal identity may be limited to personnel or providers with a legitimate business, legal, tax, contractual, or compliance need.

#### **17.18 Royalty and Financial Security**

PBY may apply safeguards to information relating to:

- royalty statements;
- bank accounts;
- payment information;
- tax documentation;
- financial transactions;
- payment history;
- withholding information; and
- related financial records.

#### **17.19 Tax Information**

Tax information may be subject to heightened access restrictions because it can contain sensitive identity and financial information.

PBY may restrict access to authorized personnel, tax professionals, financial providers, legal advisors, and governmental authorities where appropriate.

#### **17.20 Payment Information**

PBY may rely upon third-party payment providers to process payment-card and other financial information.

Where payment information is processed directly by a third-party provider, that provider's security practices may apply.

#### **17.21 Vendor Security**

PBY may evaluate Service Providers based upon the nature and sensitivity of the information they process.

Depending upon the circumstances, PBK may consider:

- security controls;
- privacy practices;
- confidentiality obligations;
- data location;
- regulatory requirements;
- incident-response procedures; and
- contractual protections.

#### **17.22 Service Provider Access**

Service Providers should receive access only to information reasonably necessary to perform their authorized services.

PBK may restrict, monitor, or terminate access where appropriate.

#### **17.23 Subprocessor Security**

Where Service Providers use subprocessors, PBK may require appropriate contractual or organizational safeguards where required by Applicable Law.

#### **17.24 Security Monitoring**

PBK may monitor systems, accounts, networks, and transactions for:

- unauthorized activity;
- security threats;
- fraud;
- abuse;
- malicious code;
- account compromise;
- unusual activity; and
- other risks.

Monitoring may involve automated systems.

#### **17.25 Fraud Prevention**

PBK may use security and fraud-prevention technologies to detect or prevent:

- fraudulent transactions;
- identity theft;
- account takeover;
- payment abuse;
- automated attacks;
- unauthorized access; and
- other malicious activity.

### **17.26 Automated Security Systems**

Security systems may automatically analyze technical information, transaction information, account activity, or other signals to identify potential security threats.

Such processing may occur without direct human review of every transaction or event.

### **17.27 Data Backups**

PBY may maintain backup copies of Personal Information, manuscripts, publication files, and business records for:

- disaster recovery;
- business continuity;
- security;
- legal compliance;
- operational recovery; and
- other legitimate purposes.

Backup copies may remain for a limited period after information has been deleted from active systems.

### **17.28 Disaster Recovery**

PBY may maintain disaster-recovery and business-continuity procedures designed to preserve the availability and integrity of important systems and information.

### **17.29 Data Integrity**

PBY may use controls designed to reduce unauthorized modification, corruption, or destruction of Personal Information and Creative Materials.

Users and Authors should promptly notify PBY if they believe information has been altered without authorization.

### **17.30 Transmission Security**

Where appropriate, PBY may use secure transmission protocols and encryption when transferring information electronically.

However, no Internet transmission can be guaranteed to be completely secure.

### **17.31 Storage Security**

PBY may use secured systems, databases, cloud infrastructure, physical facilities, and other technologies to store information.

The security architecture may differ depending upon:

- the type of information;
- system requirements;
- Service Provider;
- location;
- risk profile; and
- applicable technology.

### **17.32 Encryption**

Where appropriate, PBY may use encryption to protect information:

- during transmission;
- while stored;
- during backups; or
- when otherwise technically appropriate.

Encryption practices may vary depending upon the system and information involved.

### **17.33 Security Testing**

PBY may conduct or engage third parties to conduct:

- vulnerability assessments;
- security reviews;
- penetration testing;
- system audits;
- risk assessments; and
- other security evaluations.

### **17.34 Security Updates**

PBY may update software, infrastructure, security configurations, access controls, and other technical systems as necessary to address:

- vulnerabilities;
- emerging threats;
- technology changes;
- regulatory expectations; and
- operational requirements.

### **17.35 Employee and Contractor Training**

Where appropriate, PBY may provide personnel with training concerning:

- privacy;
- confidentiality;
- information security;

- phishing;
- account protection;
- intellectual-property protection;
- data handling; and
- incident reporting.

#### **17.36 Confidentiality Obligations After Assignment**

Where contractually appropriate, confidentiality obligations may continue after an employee, contractor, consultant, or Service Provider's relationship with PBY ends.

#### **17.37 Termination of Access**

When an individual's employment, contract, assignment, or authorized relationship with PBY ends, PBY may take reasonable steps to:

- disable accounts;
- revoke credentials;
- terminate system access;
- recover company property; and
- restrict further access to confidential information.

#### **17.38 Security Incidents**

A "Security Incident" may include an actual or reasonably suspected:

- unauthorized access;
- unauthorized disclosure;
- unauthorized acquisition;
- loss;
- destruction;
- alteration;
- compromise; or
- misuse

of Personal Information or protected systems.

#### **17.39 Incident Response**

PBY may maintain procedures for identifying, evaluating, containing, investigating, mitigating, documenting, and responding to Security Incidents.

#### **17.40 Notice of Security Incidents**

If PBY determines that a Security Incident requires notice under Applicable Law, PBY will provide notice in the manner and within the timeframe required by the applicable law.

Notice may be provided by:

- email;
- account notification;
- website notice;
- postal communication;
- telephone;
- regulatory filing; or
- another legally permitted method.

#### **17.41 Law Enforcement and Security Incidents**

PBY may cooperate with law-enforcement authorities, regulators, cybersecurity organizations, or other appropriate entities when necessary to investigate or respond to a Security Incident, subject to Applicable Law.

#### **17.42 User Security Responsibilities**

Users also play an important role in protecting their information.

Users should:

- maintain strong credentials;
- protect authentication information;
- use secure devices;
- keep software reasonably updated;
- avoid suspicious links;
- report suspected account compromise;
- avoid unauthorized sharing of confidential materials; and
- follow applicable security instructions.

#### **17.43 Author Security Responsibilities**

Authors should take reasonable steps to protect:

- manuscript files;
- publishing credentials;
- royalty information;
- tax documents;
- banking information;
- private communications; and
- other confidential information.

PBY is not responsible for unauthorized disclosure resulting solely from an Author's failure to protect credentials or confidential information, except to the extent otherwise required by Applicable Law.

#### **17.44 No Absolute Security Guarantee**

Although PBY seeks to maintain reasonable safeguards, no organization can guarantee that information will never be:

- lost;
- stolen;
- intercepted;
- disclosed;
- altered;
- destroyed;
- accessed without authorization; or
- otherwise compromised.

Use of PBX Services is therefore subject to the inherent risks associated with electronic communications and information technology.

#### **17.45 Security of Third Parties**

PBX may transfer information to authorized third parties as described in this Privacy Policy.

PBX cannot guarantee the security practices of independent third parties that operate outside PBX's control.

#### **17.46 Intellectual Property Infringement**

PBX may investigate suspected unauthorized access, copying, distribution, extraction, scraping, or use of:

- manuscripts;
- publications;
- artwork;
- audio;
- software;
- databases;
- metadata; or
- other protected materials.

PBX may take appropriate legal or technical measures to protect its rights and the rights of Authors and licensors.

#### **17.47 Anti-Scraping and Automated Access**

PBX may use technical and contractual controls to restrict unauthorized:

- scraping;
- crawling;
- harvesting;
- bulk downloading;
- automated extraction;
- database copying;
- content aggregation; and
- AI-related data extraction.

Additional requirements are established in the PBX Terms and Conditions and AI & Automated Access Policy.

#### **17.48 AI-Related Security Controls**

PBY may implement technical or contractual restrictions designed to prevent unauthorized use of PBY information or Creative Materials for:

- AI model training;
- machine-learning datasets;
- automated content extraction;
- unauthorized summarization;
- unauthorized reproduction; or
- other prohibited automated uses.

#### **17.49 Operational AI**

PBY may use authorized artificial intelligence or automated technologies for legitimate operational purposes, subject to applicable contractual, privacy, security, and intellectual-property requirements.

Examples may include:

- proofreading;
- transcription;
- translation;
- accessibility;
- document organization;
- search;
- fraud detection;
- security;
- administrative automation; and
- other authorized functions.

#### **17.50 Protection of Unpublished Works**

PBY will not intentionally make an unpublished manuscript publicly available merely because the manuscript has been submitted for consideration, editing, production, or publication.

However, an Author's specific confidentiality rights and publication obligations may also be governed by the applicable publishing agreement or confidentiality agreement.

#### **17.51 Legal Disclosure Exception**

Nothing in this Section prevents PBY from disclosing information when disclosure is:

- required by law;
- required by valid legal process;
- necessary to comply with regulatory obligations;
- necessary to protect rights or safety;
- necessary to investigate fraud or security incidents; or
- otherwise permitted by Applicable Law.

#### **17.52 Security and Retention**

Security protections may remain applicable for as long as PBY maintains Personal Information, Creative Materials, or other protected information.

Retention practices are addressed separately in Section 18.

#### **17.53 Security and International Processing**

Information processed internationally may be subject to additional safeguards described in Section 16.

#### **17.54 Security and Privacy Rights**

Nothing in this Section is intended to limit any privacy, security, or data-protection right that cannot lawfully be limited under Applicable Law.

#### **17.55 Continuous Improvement**

PBY may periodically review and improve its security practices in response to:

- emerging threats;
- technological developments;
- security incidents;
- regulatory guidance;
- industry practices;
- operational experience; and
- changes to the PBY platform.

#### **17.56 Commitment to Protection**

PBY seeks to protect the information entrusted to it through reasonable administrative, technical, physical, contractual, and organizational safeguards appropriate to the nature of its publishing and technology operations.

However, no security program can eliminate every risk, and PBY makes no guarantee of absolute security.

### **18. SECTION 18: DATA RETENTION, ARCHIVING & DELETION POLICIES**

Publishing By YOUNGBLOOD (“PBY”) retains Personal Information, Creative Materials, publication records, financial information, contractual records, and other information for periods reasonably necessary to fulfill the purposes for which the information was collected, administer contractual and business relationships, protect legal rights, maintain security, comply with legal obligations, and satisfy applicable publishing, accounting, tax, and regulatory requirements.

PBY does not necessarily retain all information for the same period.

#### **18.1 Retention Principles**

PBY seeks to retain Personal Information only for as long as reasonably necessary for one or more legitimate purposes, including:

- providing Services;
- administering accounts;
- fulfilling purchases;
- administering publishing agreements;
- managing royalties;
- complying with tax and accounting requirements;
- maintaining publication records;
- protecting intellectual property;
- preventing fraud;
- maintaining security;
- resolving disputes;
- enforcing agreements;
- complying with legal obligations; and
- establishing, exercising, or defending legal claims.

## **18.2 Retention Periods May Vary**

The retention period for information may depend upon:

- the type of information;
- the purpose for processing;
- the individual's relationship with PBY;
- contractual requirements;
- legal requirements;
- regulatory requirements;
- tax requirements;
- accounting requirements;
- security considerations;
- dispute-resolution needs; and
- legitimate business requirements.

## **18.3 Account Information**

PBY may retain account information for as long as an account remains active or as reasonably necessary to:

- administer the account;
- provide Services;
- maintain transaction history;
- prevent fraud;
- enforce agreements;
- resolve disputes; or
- comply with legal obligations.

## **18.4 Inactive Accounts**

PBY may designate accounts as inactive when they have not been used for an extended period.

PBY may retain, suspend, archive, or delete inactive-account information in accordance with applicable retention requirements and operational policies.

### **18.5 Customer Purchase Records**

PBY may retain transaction records after a purchase has been completed.

Such records may be necessary for:

- accounting;
- tax reporting;
- refunds;
- chargebacks;
- warranty or product-support matters;
- fraud prevention;
- dispute resolution;
- legal compliance; and
- business records.

### **18.6 Payment Information**

Payment information may be retained by PBY or its payment providers according to applicable:

- payment-network requirements;
- financial regulations;
- fraud-prevention requirements;
- accounting requirements;
- tax obligations; and
- contractual requirements.

PBY generally seeks to avoid retaining full payment-card information when a qualified payment provider can process that information on PBY's behalf.

### **18.7 Royalty Records**

PBY may retain royalty information for the period necessary to:

- calculate royalties;
- issue royalty statements;
- administer publishing agreements;
- process payments;
- reconcile sales;
- administer returns;
- address disputes;
- satisfy accounting requirements; and
- comply with Applicable Law.

### **18.8 Author Records**

PBY may retain Author information for the duration of an Author's relationship with PBY and afterward where reasonably necessary for:

- contractual administration;
- royalty administration;
- rights management;
- tax compliance;
- accounting;
- legal obligations;
- historical publication records;
- dispute resolution; and
- other legitimate purposes.

### **18.9 Tax Records**

PBY may retain tax-related records for periods required by applicable tax and accounting laws.

Such records may include:

- W-9 forms;
- W-8BEN forms;
- W-8BEN-E forms;
- tax identification information;
- tax residency information;
- withholding records;
- royalty records; and
- payment documentation.

### **18.10 Financial Records**

Financial and accounting records may be retained for periods necessary to satisfy:

- tax requirements;
- accounting standards;
- audit requirements;
- financial reporting obligations;
- legal requirements; and
- dispute-resolution needs.

### **18.11 Publishing Agreements**

PBY may retain publishing agreements, licenses, amendments, royalty records, rights records, and related documentation for the duration of the applicable contractual relationship and for an appropriate period thereafter.

### **18.12 Intellectual Property Records**

PBY may retain records relating to intellectual property for as long as reasonably necessary to:

- establish ownership or licensing history;
- administer rights;
- document publication history;
- defend intellectual-property claims;
- administer contracts;
- maintain publication records; or
- comply with legal obligations.

### **18.13 Manuscripts and Unpublished Creative Materials**

PBY may retain manuscripts and Creative Materials while reasonably necessary to:

- evaluate a submission;
- edit a work;
- produce a publication;
- distribute a publication;
- administer an Author relationship;
- fulfill contractual obligations;
- maintain production records; or
- protect legal rights.

Retention of an unpublished manuscript does not necessarily mean PBY intends to publish the work.

### **18.14 Rejected Submissions**

Where PBY accepts or receives submissions that are not selected for publication, PBY may retain or delete those materials according to its applicable submission procedures.

PBY may retain limited records necessary to document the submission or comply with legal obligations.

### **18.15 Unsolicited Materials**

Where PBY's Terms, submission guidelines, or other notices state that unsolicited materials are not accepted or are submitted at the sender's risk, PBY may delete or otherwise dispose of such materials without retaining them indefinitely.

### **18.16 Retention Schedule for Production Files**

PBY retains Personal Information, Creative Materials, publishing records, and other business information only for as long as reasonably necessary to fulfill the purposes for which the information was collected, satisfy contractual obligations, administer publishing and distribution services, comply with legal and regulatory requirements, resolve disputes, protect intellectual property, maintain business records, prevent fraud, protect the security of PBY systems, or otherwise fulfill legitimate and lawful business purposes.

Retention periods may vary according to the type of information and may include:

- **Royalty and payment records:** retained for the period reasonably necessary to administer royalty accounting, payments, financial reconciliation, tax reporting, audits, contractual obligations, and applicable legal requirements.
- **Tax and financial records:** retained for the period required or reasonably appropriate under applicable federal, state, local, or international tax, accounting, financial, or regulatory requirements.
- **Publishing agreements and contracts:** retained for the duration of the applicable relationship and thereafter for the period reasonably necessary to establish, exercise, or defend contractual or legal rights.
- **Manuscripts and Creative Materials:** retained according to the applicable Author Publishing Agreement, submission terms, production requirements, distribution obligations, or other applicable contractual arrangements.
- **Production files:** retained for as long as reasonably necessary to support publication, revisions, reprints, accessibility, distribution, rights administration, archival purposes, or contractual obligations.
- **Customer transaction records:** retained for the period reasonably necessary to complete transactions, administer refunds or disputes, maintain accounting records, prevent fraud, and satisfy applicable legal requirements.
- **Security and access logs:** retained for a period reasonably necessary to protect systems, investigate security incidents, detect fraud or abuse, and satisfy applicable legal or regulatory requirements.
- **Marketing and communications information:** retained in accordance with applicable consent, opt-out, marketing, and privacy requirements and for no longer than reasonably necessary for the applicable purpose.

When a retention period expires, PBY may securely delete, destroy, anonymize, de-identify, or otherwise dispose of the information, unless continued retention is permitted or required by Applicable Law or reasonably necessary for a legitimate legal, contractual, security, archival, or business purpose.

Different copies or versions of information may be retained for different periods depending upon their purpose, location, format, legal requirements, and operational necessity.

### 18.17 Bibliographic Records and Historical Publishing Information

PBY may retain certain public-facing bibliographic and publishing information for historical, archival, rights-management, distribution, cataloging, and legitimate business purposes.

Such information may include:

- book titles;
- designated Pen Names;
- ISBN numbers;
- publication dates;
- edition information;
- publisher information;
- distribution information;
- catalog descriptions;
- publicly available author information; and
- other publishing metadata.

PBY may retain such information after publication, termination of a publishing relationship, or deletion of an associated user account where continued retention is reasonably necessary to preserve accurate historical publishing records, administer intellectual-property or distribution rights, satisfy contractual or legal obligations, maintain industry records, or prevent inaccurate representations concerning previously published works.

Where Applicable Law provides an individual with a right to deletion or erasure, PBY will evaluate the request in accordance with the applicable statutory requirements and any applicable exceptions.

PBY does not represent that it can remove or alter historical information maintained independently by ISBN agencies, libraries, retailers, distributors, bibliographic databases, search engines, or other third parties.

#### **18.18 Pen Name Records**

PBY may retain an Author's legal identity separately from the public pen name for as long as reasonably necessary for:

- tax administration;
- royalty administration;
- contracts;
- legal compliance;
- rights management;
- fraud prevention;
- dispute resolution; and
- other legitimate purposes.

#### **18.19 Confidentiality After Publication**

The publication of a work does not automatically require PBY to disclose information that was previously maintained as confidential.

Certain legal, tax, contractual, and administrative records may remain confidential even after publication.

#### **18.20 Customer Communications**

PBY may retain customer-service communications, emails, support tickets, and related records for periods reasonably necessary to:

- resolve the issue;
- monitor service quality;
- document transactions;
- prevent fraud;
- investigate disputes;
- improve Services; or
- comply with legal obligations.

#### **18.21 Marketing Information**

Marketing preferences and subscription records may be retained as reasonably necessary to:

- honor opt-out requests;
- document consent;
- maintain suppression lists;
- administer subscriptions;

- comply with applicable marketing laws; and
- demonstrate compliance.

#### **18.22 Cookie and Analytics Data**

Cookie, analytics, and technical information may be retained according to:

- the purpose for which it was collected;
- applicable consent settings;
- Service Provider practices;
- security requirements;
- legal requirements; and
- Applicable Law.

#### **18.23 Security Logs**

PBY may retain system logs, security records, access logs, fraud records, and related technical information for periods reasonably necessary to:

- maintain security;
- investigate incidents;
- detect abuse;
- prevent fraud;
- troubleshoot systems;
- satisfy legal requirements; and
- protect PBY and its users.

#### **18.24 Legal Holds**

PBY may suspend routine deletion or destruction of information when the information is subject to:

- litigation;
- arbitration;
- investigation;
- subpoena;
- regulatory inquiry;
- audit;
- legal hold; or
- another legal preservation requirement.

#### **18.25 Litigation and Dispute Records**

Information relevant to actual or reasonably anticipated disputes may be retained for as long as necessary to:

- establish claims;
- defend claims;
- preserve evidence;
- enforce agreements; or
- comply with legal obligations.

#### **18.26 Regulatory and Government Requirements**

PBY may retain information for periods required by:

- federal law;
- state law;
- international law;
- tax authorities;
- regulatory authorities;
- courts;
- arbitration bodies; or
- other governmental requirements.

#### **18.27 Fraud and Abuse Records**

PBY may retain information relating to suspected or confirmed fraud, abuse, security incidents, or violations of PBY's Terms for as long as reasonably necessary to:

- prevent repeated abuse;
- protect users;
- investigate incidents;
- enforce agreements;
- establish or defend legal claims; or
- comply with Applicable Law.

#### **18.28 Backups and Disaster Recovery**

Information deleted from active systems may remain temporarily in backup, disaster-recovery, archival, or business-continuity systems.

Such information may be isolated from ordinary operational use and may be deleted according to the applicable backup or archival cycle.

#### **18.29 Technical Limitations**

Deletion from one PBY system may not immediately result in deletion from:

- backups;
- disaster-recovery systems;
- archival systems;
- third-party systems;
- legally required records; or
- independently maintained public records.

#### **18.30 Third-Party Retention**

When PBY uses a Service Provider, that provider may retain information according to:

- PBY's contractual instructions;
- its own legal obligations;
- security requirements;
- backup procedures; and
- Applicable Law.

### **18.31 Independent Third Parties**

Information transferred to an independent retailer, distributor, marketplace, library, payment provider, or other independent controller may be retained according to that entity's own policies.

PBY may not be able to delete information maintained independently by such organizations.

### **18.32 Deletion Requests**

Subject to Applicable Law, individuals may request deletion of certain Personal Information maintained by PBY.

Requests may be subject to identity verification and legal exceptions.

### **18.33 Statutory Exceptions to Right to Erasure**

Requests to delete Personal Information are evaluated according to the Applicable Law governing the request.

A right to deletion or erasure is not absolute. PBY may deny, limit, defer, or partially fulfill a deletion request where retention is permitted or required by law or is reasonably necessary to:

- comply with a legal, regulatory, tax, accounting, reporting, or governmental obligation;
- fulfill an active contractual obligation;
- administer royalty calculations, statements, payments, or rights;
- maintain required tax documentation;
- establish, exercise, or defend legal claims;
- preserve evidence relevant to actual or reasonably anticipated litigation;
- prevent, detect, investigate, or respond to fraud, abuse, security incidents, or unlawful activity;
- maintain cybersecurity, authentication, access, or security records;
- protect PBY's rights, property, systems, personnel, Authors, customers, or other individuals;
- protect intellectual property or confidential business information;
- complete a transaction or provide a service requested by an individual;
- maintain legitimate business records;
- preserve public or historical bibliographic information where permitted by Applicable Law;
- comply with obligations imposed by courts, governmental authorities, regulators, or law-enforcement agencies;
- or
- exercise any other statutory exception recognized under Applicable Law.

Where only a portion of the requested information is subject to a valid deletion right, PBY may delete or de-identify the eligible information while retaining information that may lawfully be maintained.

When retained information is no longer required or reasonably necessary for a permitted purpose, PBY will address that information in accordance with its applicable retention and disposal practices.

#### **18.34 Deletion of Accounts**

Where permitted, an individual may request closure or deletion of an account.

Account closure may result in loss of access to:

- account history;
- digital content;
- customer records;
- saved information;
- publishing dashboards;
- royalty information; or
- other account-related Services.

#### **18.35 Author Account Closure**

Closing an Author account does not necessarily terminate an existing publishing agreement or eliminate PBY's contractual obligations.

PBY may continue to retain information necessary to administer:

- royalties;
- rights;
- contracts;
- publication records;
- tax obligations; and
- other continuing responsibilities.

#### **18.36 Deletion of Manuscripts**

Where an Author requests deletion of an unpublished manuscript, PBY may evaluate the request in light of:

- the applicable publishing agreement;
- submission status;
- legal obligations;
- production requirements;
- dispute status;
- contractual rights;
- backup retention; and
- Applicable Law.

#### **18.37 Published Works and Deletion**

A request to delete Personal Information does not necessarily require PBY to remove a published work or public bibliographic record.

Publication and distribution rights are governed by the applicable publishing agreement and other contractual arrangements.

#### **18.38 Public Metadata**

Public publication information may continue to appear on:

- retailer websites;
- distributor websites;
- library catalogs;
- bibliographic databases;
- search engines;
- archived pages; and
- other third-party platforms.

PBY cannot guarantee removal from systems outside its control.

#### **18.39 Anonymization**

Where appropriate, PBY may anonymize or de-identify information rather than permanently delete it.

Information that has been irreversibly anonymized so that it can no longer reasonably be associated with an identifiable individual may no longer constitute Personal Information under certain laws.

#### **18.40 Aggregated Information**

PBY may retain and use aggregated or de-identified information for lawful purposes, including:

- analytics;
- business planning;
- research;
- Service improvement;
- security;
- publishing analysis; and
- operational reporting.

Such information should not reasonably identify an individual when used as aggregated or properly de-identified information.

#### **18.41 Retention Schedule**

PBY may maintain internal retention schedules identifying categories of information and appropriate retention periods.

Retention periods may change based upon:

- Applicable Law;
- business requirements;

- contractual requirements;
- technological changes;
- security risks; and
- regulatory guidance.

#### **18.42 Routine Disposal**

When information is no longer reasonably necessary and no legal or legitimate retention requirement applies, PBY may:

- delete it;
- destroy it;
- anonymize it;
- de-identify it; or
- otherwise dispose of it securely.

#### **18.43 Secure Disposal**

PBY may use reasonable procedures designed to prevent unauthorized recovery of information during disposal.

Depending upon the format, disposal may include:

- secure deletion;
- destruction;
- shredding;
- degaussing;
- anonymization; or
- other appropriate methods.

#### **18.44 Paper Records**

Where PBY maintains paper records containing Personal Information, PBY may use reasonable procedures for secure storage and disposal.

#### **18.45 Electronic Records**

Electronic records may be deleted through technical processes appropriate to the applicable system.

Deletion from an active system does not necessarily mean that every backup or cached copy is immediately destroyed.

#### **18.46 Data Minimization**

PBY seeks to avoid retaining information that is no longer reasonably necessary for the purpose for which it was collected, subject to legal, contractual, operational, security, and intellectual-property requirements.

#### **18.47 International Retention Requirements**

Different jurisdictions may impose different retention and deletion requirements.

PBY may maintain information for the period required by the laws applicable to the relevant processing activity.

#### **18.48 Children's Information**

If PBY becomes aware that Personal Information was collected from a child in circumstances where collection was not permitted by Applicable Law, PBY may take reasonable steps to delete the information as required by law.

#### **18.49 Privacy Requests and Retention**

When processing a privacy request, PBY may retain records documenting:

- the request;
- identity verification;
- the response;
- communications;
- legal analysis;
- appeal information; and
- compliance actions.

These records may be retained as evidence of compliance or for legal and administrative purposes.

#### **18.50 Appeals and Disputes**

PBY may retain records relating to privacy-right appeals, complaints, disputes, or regulatory matters for as long as reasonably necessary to resolve and document the matter.

#### **18.51 No Guaranteed Universal Deletion**

Because PBY operates within a broader publishing, financial, legal, technology, and distribution ecosystem, PBY cannot guarantee that deletion from PBY systems will result in immediate or universal deletion from every third-party system.

#### **18.52 Relationship to International Rights**

Where Applicable Law grants an individual a specific right to erasure, restriction, objection, or other form of data control, PBY will evaluate and process the request according to the law applicable to that individual and processing activity.

#### **18.53 Relationship to Security**

PBY may retain certain information after an account or relationship ends when necessary to maintain security, prevent fraud, investigate abuse, or protect PBY and others.

#### **18.54 Relationship to Intellectual Property**

Deletion of Personal Information does not necessarily require deletion of intellectual-property records that PBY is legally or contractually entitled or required to retain.

#### **18.55 Relationship to Publishing Agreements**

Where this Privacy Policy conflicts with an applicable Author Publishing Agreement concerning contractual rights, the specific written agreement may govern the contractual relationship to the extent permitted by Applicable Law.

This does not eliminate privacy rights that cannot lawfully be waived.

#### **18.56 Retention and Legal Compliance**

PBY may retain information when necessary to comply with:

- federal law;
- state law;
- international law;
- tax requirements;
- accounting requirements;
- court orders;
- subpoenas;
- regulatory requests;
- contractual obligations; or
- other legally recognized requirements.

#### **18.57 Changes to Retention Practices**

PBY may modify retention periods and deletion procedures as its Services, technology, legal obligations, and business operations evolve.

Material changes will be reflected in this Privacy Policy where required by Applicable Law.

#### **18.58 Commitment to Responsible Retention**

PBY seeks to balance:

- privacy;
- security;
- legal compliance;
- contractual obligations;
- Author rights;
- intellectual-property protection;
- operational needs; and

- responsible information management.
- PBY does not intend to retain Personal Information indefinitely when there is no lawful or legitimate reason to do so.

## **19. SECTION 19: CHILDREN'S PRIVACY & COPPA COMPLIANCE**

Publishing By YOUNGBLOOD ("PBY") recognizes the importance of protecting the privacy and safety of children and takes reasonable measures to comply with applicable children's privacy and data-protection laws.

This Section addresses PBY's treatment of information relating to children and minors, including requirements that may apply under the Children's Online Privacy Protection Act ("COPPA"), applicable U.S. state children's privacy laws, and other applicable laws concerning minors.

### **19.1 Age Requirements**

Unless otherwise expressly stated for a particular Service, PBY's account-based Services are intended for individuals who are at least eighteen (18) years of age or the applicable age of majority in their jurisdiction.

Where a particular Service is legally permitted to be used by a minor, additional requirements may apply.

### **19.2 Children's Content Is Not the Same as Children's Data**

PBY may publish, distribute, sell, license, or otherwise make available books and other content intended for children.

The fact that a publication is intended for children does not mean that PBY intends to collect Personal Information directly from children.

PBY may process information concerning children's publications without knowingly collecting unnecessary Personal Information from child readers.

### **19.3 Information Concerning Minors & Verification Requirements**

If an Author, contributor, customer, or other submitting party provides PBY with Creative Materials, photographs, biographies, dedications, audio, video, or other media identifying a minor under eighteen (18) years of age, the submitting party is responsible for obtaining all permissions, consents, releases, and other authorizations required by Applicable Law.

Where publication or processing requires parental or legal-guardian authorization, PBY may require a written Minor Release and Parental Consent Form or other legally sufficient evidence of authorization before publication or production.

PBY may decline to publish, distribute, or otherwise process identifying material involving a minor when required authorization cannot be established or when PBY determines that processing presents unacceptable legal, privacy, safety, or reputational risk.

Nothing in this provision authorizes the unlawful collection or publication of children's Personal Information.

#### **19.4 No Knowing Collection From Children Under 13 Without Required Authorization**

PBY does not knowingly seek to collect Personal Information directly from children under thirteen (13) years of age in circumstances where such collection requires parental consent unless PBY has obtained the consent or otherwise complies with an applicable legal exception.

#### **19.5 Information Collected Without Knowledge**

If PBY discovers that it has inadvertently collected Personal Information from a child under thirteen (13) in circumstances where collection was not authorized, PBY may take reasonable steps to:

- verify the circumstances;
- notify a parent or guardian where required;
- delete the information where required;
- restrict further processing; and
- comply with Applicable Law.

#### **19.6 Parental Notice**

Where required by Applicable Law, PBY may provide parents or legal guardians with notice concerning:

- the information collected;
- the purpose of collection;
- how information is used;
- third parties receiving the information;
- retention;
- parental rights; and
- applicable consent requirements.

#### **19.7 Verifiable Parental Consent**

Where required by COPPA or another applicable children's privacy law, PBY may use legally recognized methods to obtain verifiable parental consent before collecting or processing covered Personal Information from a child.

#### **19.8 Parental Rights**

Where required by Applicable Law, a parent or legal guardian may have the right to:

- review information collected from a child;
- request correction;
- request deletion;
- withdraw consent;
- refuse further collection or use; and
- receive information concerning PBY's data practices.

Requests may be subject to appropriate identity and parental-authority verification.

### **19.9 Parent or Guardian Verification**

PBY may take reasonable steps to verify that a person requesting information about a child is the child's parent or legal guardian.

Verification procedures may include information reasonably necessary to establish parental authority.

PBY will seek to avoid collecting unnecessary information solely for purposes of verification.

### **19.10 Children's Accounts**

Unless specifically authorized and designed for minors, PBY does not intend to permit children under the applicable minimum age to create independent accounts.

### **19.11 Educational and Publishing Programs**

If PBY develops a Service specifically intended for schools, educators, libraries, families, or children, additional privacy notices, consent mechanisms, contractual requirements, or age restrictions may apply.

### **19.12 Children's Books and Publications**

PBY may collect and process information about children's books and publications, including:

- titles;
- descriptions;
- categories;
- age ranges;
- reading levels;
- illustrations;
- ISBN information;
- publication metadata; and
- sales and distribution information.

This information generally does not constitute Personal Information about a child merely because the publication is intended for children.

### **19.13 Information Concerning Minors & Verification Requirements**

If an Author, contributor, customer, or other submitting party provides PBY with Creative Materials, photographs, biographies, dedications, audio, video, or other materials identifying or containing Personal Information concerning a minor under eighteen (18) years of age, the submitting party is responsible for obtaining all permissions, consents, releases, and other authorizations required by Applicable Law.

Where publication, distribution, or processing requires parental or legal-guardian authorization, PBY may require a written Minor Release and Parental Consent Form or other legally sufficient evidence of authorization before production, publication, distribution, or other applicable processing.

Examples may include photographs, biographical information, interviews, recordings, dedications, illustrations based upon identifiable children, or other materials in which a minor may be identifiable.

PBY may decline to publish, distribute, or otherwise process material involving a minor when the required authorization cannot be established or when PBY reasonably determines that the proposed use presents an unacceptable legal, privacy, safety, or reputational risk.

Nothing in this provision prevents PBY from processing information concerning minors when such processing is otherwise lawful and permitted under Applicable Law.

Where children's Personal Information is subject to heightened legal protections, including applicable children's privacy laws, PBY will apply the safeguards and requirements imposed by those laws.

#### **19.14 Children's Photographs and Identifying Information**

Authors and other users should not submit photographs, names, contact information, school information, addresses, or other identifying information concerning children unless they have the legal authority and appropriate permissions to do so.

#### **19.15 Manuscripts Featuring Children**

A manuscript may contain fictional or factual references to children.

The existence of such information within a manuscript does not necessarily mean that PBY has collected Personal Information directly from the child.

PBY may process manuscripts according to its publishing agreements, confidentiality obligations, intellectual-property requirements, and Applicable Law.

#### **19.16 Children's Personal Information in Creative Works**

Where a Creative Work contains identifiable information concerning a real child, PBY may evaluate whether additional permissions, releases, consents, redactions, or other safeguards are appropriate before publication.

#### **19.17 Parent and Guardian Responsibility**

Parents and legal guardians are responsible for supervising minors' use of Internet-connected devices and online services.

Parents and guardians should review the privacy practices of any third-party service used to access PBY content.

#### **19.18 Third-Party Platforms**

PBY publications may be distributed through independent:

- retailers;
- bookstores;
- libraries;
- educational platforms;
- digital marketplaces;
- reading applications; and
- other third-party services.

Those organizations may have their own age restrictions and privacy practices.

#### **19.19 Third-Party Children's Services**

PBY does not control the privacy practices of third-party websites, applications, retailers, marketplaces, social-media services, or other platforms.

Parents and guardians should review the applicable third-party privacy policies before permitting a minor to use those services.

#### **19.20 Advertising to Children**

PBY does not intend to knowingly engage in behavioral advertising directed at children in circumstances prohibited by Applicable Law.

Where PBY uses advertising or personalization technologies, applicable age, consent, and privacy requirements may limit their use.

#### **19.21 Cookies and Children's Information**

PBY may use cookies and similar technologies on its platforms.

Where Applicable Law requires consent or enhanced protections for children, PBY may restrict or modify such technologies accordingly.

#### **19.22 Analytics**

PBY may use analytics technologies to understand the use and performance of its Services.

Where children's privacy laws apply, PBY may implement additional restrictions concerning information collected from children.

#### **19.23 Artificial Intelligence and Children**

PBY will not knowingly use children's Personal Information in violation of Applicable Law.

PBY's AI and automated-processing practices are also subject to Section 11 of this Privacy Policy and PBY's applicable AI policies.

#### **19.24 No Sale of Children's Information**

PBY does not knowingly sell Personal Information belonging to children in circumstances prohibited by Applicable Law.

Where a law imposes additional restrictions concerning the sale or sharing of children's information, PBY will comply with those requirements.

#### **19.25 No Targeted Exploitation of Children**

PBY does not intend to use children's Personal Information for purposes prohibited by Applicable Law, including unlawful profiling, exploitation, or targeted advertising.

#### **19.26 Children's Data Minimization**

Where PBY is legally permitted to process children's Personal Information, PBY seeks to limit collection to information reasonably necessary for the applicable purpose.

#### **19.27 Retention of Children's Information**

PBY will retain children's Personal Information only for as long as reasonably necessary or permitted under Applicable Law.

Additional retention limitations may apply when information was collected pursuant to parental consent.

#### **19.28 Deletion of Children's Information**

Parents or legal guardians may have rights to request deletion of a child's Personal Information.

PBY may require reasonable verification of parental authority before processing such requests.

#### **19.29 Consent Withdrawal**

Where processing is based upon parental consent and Applicable Law provides a right to withdraw that consent, PBY will provide an appropriate mechanism for doing so.

Withdrawal of consent may affect the availability of certain Services.

#### **19.30 Legal Exceptions**

PBY may retain or process children's information when permitted or required by law, including when necessary to:

- comply with legal obligations;
- protect safety;
- prevent fraud;
- respond to legal process;
- establish or defend legal claims;
- maintain security; or
- satisfy another recognized legal exception.

#### **19.31 U.S. State Children's Privacy Laws**

In addition to COPPA, PBY may be subject to children's and minors' privacy requirements under applicable state laws.

Depending upon the jurisdiction, such laws may impose additional requirements concerning:

- consent;
- age thresholds;
- sensitive data;
- profiling;
- targeted advertising;
- sale or sharing;
- parental rights; and
- deletion.

PBY will apply such requirements where they are legally applicable.

#### **19.32 International Children's Privacy Laws**

Other countries and jurisdictions may impose children's privacy requirements that differ from COPPA.

Where Applicable Law applies to PBY's processing, PBY will seek to comply with the applicable requirements.

#### **19.33 European Economic Area and United Kingdom**

Where PBY processes Personal Information concerning children in the European Economic Area or United Kingdom, PBY may apply additional safeguards required by the GDPR, UK GDPR, local children's codes, or other applicable law.

The applicable age for consent to information-society services may vary by jurisdiction.

#### **19.34 Brazil and Other Jurisdictions**

Where PBY processes children's or minors' information in jurisdictions with additional legal requirements, including Brazil or other countries, PBY may apply safeguards required by the applicable law.

#### **19.35 Age-Restricted Services**

Certain PBY Services may have additional age restrictions because of:

- contractual requirements;
- payment-provider rules;
- legal requirements;
- content considerations;
- licensing restrictions; or
- other operational requirements.

### **19.36 Mature Content**

PBY may publish books containing mature, sensitive, disturbing, violent, sexual, or otherwise age-restricted themes.

Publication of such content does not mean that PBY intends for children to access age-restricted material.

Where appropriate, PBY or its distribution partners may use:

- age classifications;
- content descriptions;
- maturity ratings;
- access restrictions; or
- other notices.

### **19.37 Parental Controls**

Parents and guardians may use parental-control features offered by:

- devices;
- operating systems;
- Internet providers;
- retailers;
- digital marketplaces;
- reading applications; or
- other third-party services.

PBY does not control third-party parental-control technologies.

### **19.38 Reporting Children's Privacy Concerns**

A parent, guardian, or other person with a legitimate concern regarding a child's Personal Information may contact PBY using the contact information provided in Section 25.

PBY may request information necessary to investigate the concern.

### **19.39 Good-Faith Reporting**

PBY encourages parents, guardians, users, Authors, and other individuals to promptly report suspected unauthorized collection or disclosure of children's Personal Information.

#### **19.40 No Circumvention**

Users may not knowingly provide false age information or otherwise circumvent PBY's age restrictions for the purpose of gaining unauthorized access to Services.

#### **19.41 Children's Privacy and Terms of Use**

This Section should be read together with PBY's Master Terms and Conditions of Use and any applicable service-specific terms.

Where age restrictions conflict, the more restrictive requirement may apply where legally permissible.

#### **19.42 Children's Privacy and Publishing Agreements**

Where a publishing agreement involves Creative Materials concerning children, the applicable publishing agreement may contain additional requirements concerning:

- releases;
- permissions;
- privacy;
- publicity rights;
- photographs;
- personal information; and
- publication authorization.

#### **19.43 No Absolute Guarantee**

Although PBY seeks to comply with children's privacy laws and maintain appropriate safeguards, no online system can guarantee that unauthorized individuals will never attempt to provide or obtain information through the Internet.

#### **19.44 Changes to Children's Privacy Practices**

PBY may update this Section as:

- children's privacy laws change;
- PBY Services evolve;
- technology changes;
- regulatory guidance develops; or
- PBY's business practices change.

Material changes will be reflected in this Privacy Policy where required by Applicable Law.

#### **19.45 Commitment to Children's Privacy**

PBY supports responsible protection of children's Personal Information and seeks to minimize unnecessary collection, use, disclosure, and retention of children's data.

Nothing in this Section is intended to limit any privacy protection that cannot lawfully be waived under Applicable Law.

## **20. SECTION 20: YOUR GLOBAL PRIVACY RIGHTS & CHOICES**

Publishing By YOUNGBLOOD ("PBY") recognizes that individuals may have rights concerning their Personal Information depending upon their jurisdiction, residency, relationship with PBY, and the laws applicable to the relevant processing activity.

This Section describes privacy rights and choices that may be available to individuals globally. Not every right applies to every individual or in every circumstance.

### **20.1 Rights Depend on Applicable Law**

Privacy rights vary by jurisdiction.

Depending upon Applicable Law, an individual may have rights concerning:

- access;
- correction;
- deletion;
- restriction;
- portability;
- objection;
- consent withdrawal;
- marketing choices;
- automated decision-making;
- profiling;
- sale or sharing of Personal Information;
- targeted advertising;
- sensitive Personal Information; and
- other forms of data control.

### **20.2 Right to Know**

Where applicable, you may have the right to request information concerning:

- categories of Personal Information collected;
- sources of Personal Information;
- purposes for collection;
- purposes for processing;
- categories of recipients;
- categories of third parties;
- retention periods;
- applicable privacy rights; and
- other information required by law.

### **20.3 Right of Access**

Where provided by law, you may request access to Personal Information PBY maintains about you.

Access may be subject to lawful exceptions.

### **20.4 Right to Correction**

Where applicable, you may request correction of inaccurate or incomplete Personal Information.

PBY may request information reasonably necessary to determine whether the requested correction is appropriate.

### **20.5 Right to Deletion**

Where provided by Applicable Law, you may request deletion of Personal Information.

Deletion is not absolute and may be subject to legal, contractual, security, financial, tax, intellectual-property, and other exceptions.

### **20.6 Right to Restrict Processing**

Certain laws may provide a right to request restriction of processing.

Where applicable, PBY may restrict processing while:

- accuracy is disputed;
- a legal objection is being evaluated;
- processing is unlawful but deletion is not requested;
- information is needed for legal claims; or
- another statutory circumstance applies.

### **20.7 Right to Object**

Depending upon jurisdiction, you may have the right to object to certain processing activities.

Examples may include objections concerning:

- direct marketing;
- profiling;
- legitimate-interest processing;
- certain automated decision-making; or
- other processing recognized by Applicable Law.

### **20.8 Right to Withdraw Consent**

Where PBY processes Personal Information based upon consent, you may have the right to withdraw that consent.

Withdrawal does not affect the lawfulness of processing conducted before consent was withdrawn.

#### **20.9 Consequences of Withdrawal**

If you withdraw consent, PBY may no longer be able to provide a particular Service or perform a particular function that depends upon the consent.

PBY will explain material consequences where required.

#### **20.10 Right to Data Portability**

Where required by Applicable Law, you may have the right to receive certain Personal Information in a structured, commonly used, and machine-readable format.

Where legally required, you may also have the right to request transmission of such information to another organization.

#### **20.11 Right to Opt Out of Sale**

Certain U.S. privacy laws provide individuals with the right to opt out of the “sale” of Personal Information as defined by those laws.

PBY’s practices concerning sale and sharing are addressed further in Section 21.

#### **20.12 Right to Opt Out of Sharing**

Certain jurisdictions provide rights concerning the “sharing” of Personal Information for targeted advertising or similar purposes.

Where such rights apply, PBY will provide the legally required mechanism for exercising them.

#### **20.13 Targeted Advertising**

Where Applicable Law provides an opt-out right concerning targeted or interest-based advertising, PBY will provide an appropriate mechanism for exercising that right.

#### **20.14 Sensitive Personal Information**

Certain jurisdictions provide enhanced rights concerning sensitive Personal Information.

Depending upon Applicable Law, sensitive information may include:

- government identifiers;
- precise location;

- financial information;
- health information;
- biometric information;
- racial or ethnic information;
- religious information;
- information concerning children;
- account credentials; or
- other legally protected categories.

PBY seeks to process sensitive information only for lawful and appropriate purposes.

#### **20.15 Right to Limit Certain Uses of Sensitive Information**

Where required by Applicable Law, individuals may have the right to limit certain uses or disclosures of sensitive Personal Information.

#### **20.16 Marketing Communications**

You may unsubscribe from promotional communications by using the unsubscribe mechanism provided in the communication.

You may also contact PBY using the information provided in Section 25.

#### **20.17 Transactional Communications**

Opting out of marketing communications does not necessarily stop operational communications.

PBY may continue sending communications concerning:

- purchases;
- accounts;
- publishing agreements;
- royalty payments;
- security;
- legal notices;
- service changes;
- transactions; and
- other necessary matters.

#### **20.18 Email Preferences**

Where available, users may manage certain email preferences through account settings or communication-management tools.

#### **20.19 SMS and Mobile Communications**

Where PBY offers SMS or mobile communications, individuals may opt out according to the instructions provided in the applicable communication.

Message and data rates may apply where permitted by Applicable Law and the individual's telecommunications provider.

## **20.20 Cookies and Tracking Choices**

Individuals may have choices concerning cookies and similar technologies.

Depending upon jurisdiction and platform functionality, choices may be available through:

- cookie banners;
- preference centers;
- browser settings;
- device settings;
- Global Privacy Control;
- other opt-out mechanisms; or
- third-party advertising controls.

## **20.21 Browser Controls**

Most modern browsers allow users to control certain cookies and similar technologies.

Disabling cookies may affect the operation of certain PBY Services.

## **20.22 Global Privacy Control**

Where required by Applicable Law, PBY may recognize valid Global Privacy Control ("GPC") signals or other legally recognized universal opt-out mechanisms.

Treatment of such signals may depend upon:

- the jurisdiction;
- the applicable law;
- the technology used;
- whether the signal can be reliably detected; and
- the nature of the processing involved.

Additional details are provided in Section 23.

## **20.23 Do Not Track**

Certain browsers transmit "Do Not Track" signals.

Because there is no single universal legal standard governing all Do Not Track signals, PBY's treatment may depend upon Applicable Law and available technical standards.

#### **20.24 Account Controls**

Where available, users may update certain information through their PBY account.

Account controls may permit users to:

- update contact information;
- change passwords;
- manage communication preferences;
- review certain transaction information; or
- modify other account settings.

#### **20.25 Author Information Controls**

Authors may be able to update certain information concerning:

- legal contact information;
- public author information;
- pen names;
- biographies;
- profile information; and
- communication preferences.

Certain information may require PBY review before being changed.

#### **20.26 Pen Name Requests**

Authors may request that PBY use an authorized pen name for public-facing publication information.

Requests concerning legal identity, tax records, contracts, royalty administration, or other confidential records may not result in deletion of the Author's legal identity from PBY's internal records.

#### **20.27 Publicity Preferences**

Where applicable, Authors may communicate preferences concerning use of their:

- name;
- pen name;
- photograph;
- biography;
- professional information; and
- other public-facing information.

Contractual publishing rights and licenses may control where applicable.

#### **20.28 Privacy Request Submission**

Privacy requests may be submitted using the contact information provided in Section 25.

PBY may provide a dedicated privacy-request mechanism when appropriate.

#### **20.29 Identity Verification**

PBY may need to verify the identity of an individual before fulfilling a privacy request.

Verification measures may depend upon:

- the sensitivity of the information;
- the nature of the request;
- Applicable Law;
- the risk of unauthorized disclosure; and
- available authentication methods.

#### **20.30 Authorized Agents**

Certain laws permit an individual to designate an authorized agent to submit a privacy request on the individual's behalf.

Where required by law, PBY may accept requests from authorized agents subject to appropriate verification.

#### **20.31 Proof of Authorization**

PBY may request evidence that an authorized agent has permission to act on behalf of the individual.

PBY may also independently verify the individual's identity where required.

#### **20.32 Requests Concerning Minors**

Additional requirements may apply to requests concerning children or minors.

PBY may require verification of:

- parental status;
- legal guardianship; or
- authority to act on behalf of the minor.

#### **20.33 No Discrimination**

Where required by Applicable Law, PBY will not unlawfully discriminate against an individual for exercising a privacy right.

This does not prevent PBY from:

- providing a different Service when legally permitted;

- charging a lawful fee;
- maintaining different service levels;
- refusing fraudulent requests; or
- applying legally permitted exceptions.

#### **20.34 Verification and Fraud Prevention**

PBY may decline or delay a request when it reasonably believes the request is:

- fraudulent;
- abusive;
- malicious;
- repetitive;
- technically infeasible;
- unlawful; or
- submitted without appropriate authorization.

#### **20.35 Fees**

PBY generally does not charge a fee for privacy requests where Applicable Law prohibits such fees.

Where Applicable Law permits a reasonable fee, PBY may charge one in accordance with that law.

#### **20.36 Excessive or Repetitive Requests**

Where permitted by law, PBY may decline requests that are manifestly unfounded, excessive, repetitive, or otherwise abusive.

#### **20.37 Response Time**

PBY will respond to valid privacy requests within the time period required by Applicable Law.

Response periods may be extended where legally permitted and reasonably necessary because of:

- request complexity;
- request volume;
- identity verification;
- technical limitations;
- legal review; or
- other recognized circumstances.

#### **20.38 Request Acknowledgment**

Where required by Applicable Law, PBY may acknowledge receipt of a privacy request before providing a substantive response.

### **20.39 Request Clarification**

If a request is unclear or overly broad, PBY may request clarification where permitted by law.

A clarification request may help PBY identify the information or processing activity to which the request relates.

### **20.40 Partial Fulfillment**

A privacy request may be fulfilled in part where:

- certain information is legally exempt;
- certain information cannot be deleted;
- disclosure would affect another individual's rights;
- contractual or intellectual-property protections apply; or
- another legal exception applies.

### **20.41 Third-Party Information**

PBY may withhold or redact Personal Information relating to another person where disclosure would violate that person's privacy or other legal rights.

### **20.42 Intellectual Property Protection**

Privacy rights do not necessarily require PBY to disclose:

- trade secrets;
- proprietary algorithms;
- security information;
- confidential business information;
- another person's Personal Information; or
- protected intellectual property.

Any limitation will be applied only to the extent permitted by Applicable Law.

### **20.43 Legal and Contractual Records**

Certain records may be retained despite a deletion request when necessary to:

- enforce a contract;
- establish contractual rights;
- calculate royalties;
- administer tax obligations;
- maintain legal records;
- defend claims; or
- comply with law.

### **20.44 Privacy Rights and Published Works**

Privacy rights concerning Personal Information do not necessarily create a right to remove a published work, ISBN, bibliographic record, or other publication record.

Publication rights are governed by applicable contracts and intellectual-property law.

#### **20.45 Privacy Rights and Public Records**

PBY may not be able to remove information that has become part of:

- public records;
- library catalogs;
- retailer databases;
- distributor systems;
- bibliographic databases;
- search indexes; or
- other independent third-party systems.

#### **20.46 International Requests**

Individuals located outside the United States may exercise rights available under the laws applicable to them.

PBY may evaluate the applicable jurisdiction based upon:

- residence;
- location;
- relationship with PBY;
- processing activity;
- Applicable Law; and
- other legally relevant factors.

#### **20.47 European Economic Area Rights**

Individuals in the European Economic Area may have additional rights under the GDPR, including rights concerning:

- access;
- rectification;
- erasure;
- restriction;
- portability;
- objection;
- consent withdrawal; and
- certain automated decision-making.

Additional information is provided in Section 22.

#### **20.48 United Kingdom Rights**

Individuals in the United Kingdom may have rights under the UK GDPR and applicable UK data-protection law.

Additional information is provided in Section 22.

#### **20.49 Brazil Rights**

Individuals in Brazil may have rights under applicable Brazilian data-protection law, including the Lei Geral de Proteção de Dados (“LGPD”).

#### **20.50 Australia and Other Jurisdictions**

Individuals in Australia and other jurisdictions may have rights under applicable privacy legislation.

PBY will apply such rights where legally applicable.

#### **20.51 U.S. State Rights**

Individuals residing in certain U.S. states may have additional privacy rights.

Those rights are addressed separately in Section 21.

#### **20.52 Appeals**

Where Applicable Law provides a right to appeal a privacy-request decision, PBY will provide an appropriate appeal mechanism.

#### **20.53 Appeal Review**

PBY may review an appeal through personnel or representatives who were not directly responsible for the original decision where required by Applicable Law.

#### **20.54 Regulatory Complaints**

Individuals may have the right to submit a complaint to a relevant data-protection authority or governmental regulator.

Applicable regulatory complaint information is addressed in Section 25.

#### **20.55 Privacy Rights Do Not Override Law**

Nothing in this Privacy Policy is intended to provide, remove, or limit a legal right beyond what is permitted by Applicable Law.

Where a mandatory law provides a greater privacy protection, that protection will apply to the extent required.

#### **20.56 Privacy Rights and Contracts**

An individual's privacy rights generally operate independently from contractual rights.

However, certain information may continue to be processed when necessary to perform or enforce a contract, subject to Applicable Law.

#### **20.57 Privacy Rights and Consent**

Where processing is based upon consent, withdrawal of consent will not necessarily require deletion of information where another lawful basis for retention or processing exists and Applicable Law permits such processing.

#### **20.58 Privacy Rights and Security**

PBY may retain or process certain information when necessary to protect:

- users;
- Authors;
- employees;
- systems;
- intellectual property;
- financial assets;
- Services; or
- the public.

#### **20.59 Privacy Rights and Fraud Prevention**

Privacy requests will not prevent PBY from processing information reasonably necessary to investigate or prevent fraud, abuse, security incidents, or unlawful conduct where permitted by Applicable Law.

#### **20.60 Privacy Rights and AI**

Where applicable, individuals may have rights concerning automated decision-making or profiling.

PBY's use of AI and automated technologies is addressed in Section 11.

#### **20.61 No Waiver of Mandatory Rights**

Nothing in this Privacy Policy requires an individual to waive a privacy right that cannot lawfully be waived.

#### **20.62 Contacting PBY**

Individuals seeking to exercise a privacy right should use the contact information provided in Section 25.

Requests should, where possible, identify:

- the requester's name;
- contact information;
- jurisdiction;
- nature of the request; and
- sufficient information to allow PBY to evaluate the request.

#### **20.63 Privacy Request Documentation**

PBY may maintain records of privacy requests and responses for purposes including:

- demonstrating compliance;
- preventing fraud;
- resolving disputes;
- improving privacy procedures; and
- complying with Applicable Law.

#### **20.64 Changes to Privacy Rights**

Privacy laws and regulatory requirements may change.

PBY may update this Section as necessary to reflect changes in:

- legislation;
- regulations;
- court decisions;
- regulatory guidance;
- technology; and
- PBY's Services.

#### **20.65 Commitment to Privacy Rights**

PBY seeks to provide individuals with meaningful mechanisms to understand, control, correct, and manage their Personal Information consistent with Applicable Law.

Where mandatory privacy rights apply, PBY will process requests according to the requirements applicable to the relevant individual and processing activity.

## **21. SECTION 21: U.S. STATE PRIVACY DISCLOSURES**

Publishing By YOUNGBLOOD ("PBY") recognizes that residents of certain U.S. states may have privacy rights in addition to those described elsewhere in this Privacy Policy.

This Section provides supplemental disclosures for U.S. state privacy laws that may apply to PBY depending upon the nature of PBY's activities, the information processed, the individual's residency, applicable thresholds, and other requirements established by law.

Because U.S. state privacy legislation continues to develop, PBY may update this Section as new laws, amendments, regulations, and regulatory interpretations become effective.

### **21.1 Scope**

This Section applies only to the extent a particular U.S. state privacy law applies to PBY's processing activities.

Not every provision applies to every individual.

Scope of U.S. State Privacy Rights: This Section provides supplemental disclosures concerning U.S. state privacy laws. The rights and disclosures described herein apply to residents of applicable U.S. states only to the extent that the applicable law applies to PBY based upon its statutory thresholds, exemptions, territorial scope, commercial nexus, processing activities, or other applicable requirements.

### **21.2 Categories of Personal Information**

Depending upon the applicable state law, PBY may collect or process categories of Personal Information including:

- identifiers;
- contact information;
- account information;
- commercial information;
- transaction information;
- payment information;
- Internet or network activity;
- device information;
- approximate location information;
- professional or employment information;
- education-related information;
- author and publishing information;
- royalty information;
- tax information;
- inferences;
- user-generated content;
- manuscript-related information;
- audio, visual, or electronic information; and
- other categories recognized under Applicable Law.

### **21.3 Sensitive Personal Information**

Depending upon the jurisdiction, PBY may process information classified as sensitive Personal Information or sensitive data.

Examples may include:

- government identification numbers;
- financial information;
- precise geolocation;

- account credentials;
- certain biometric information;
- certain demographic information;
- information concerning children;
- legally protected characteristics;
- health information; and
- other information defined as sensitive under applicable law.

PBY seeks to limit collection and use of sensitive information to lawful and appropriate purposes.

#### **21.4 Sources of Personal Information**

PBY may obtain Personal Information from:

- individuals;
- Authors;
- customers;
- employees and contractors;
- agents;
- publishing partners;
- retailers;
- distributors;
- payment providers;
- Service Providers;
- public sources;
- social-media platforms;
- business partners;
- devices and browsers; and
- other lawful sources.

#### **21.5 Business Purposes**

Depending upon Applicable Law, PBY may process Personal Information for business purposes including:

- providing Services;
- fulfilling purchases;
- administering accounts;
- publishing and distributing works;
- managing royalties;
- processing payments;
- maintaining security;
- preventing fraud;
- communicating with users;
- customer support;
- analytics;
- improving Services;
- marketing;
- complying with law;
- enforcing agreements;

- protecting intellectual property; and
- managing business operations.

## **21.6 Categories of Recipients**

PBY may disclose Personal Information to categories of recipients including:

- Service Providers;
- payment processors;
- cloud-storage providers;
- technology providers;
- publishers;
- distributors;
- retailers;
- marketplaces;
- professional advisors;
- auditors;
- insurers;
- government authorities;
- law-enforcement agencies;
- affiliated entities;
- business partners; and
- other recipients permitted by Applicable Law.

## **21.7 Sale of Personal Information**

PBY does not sell Personal Information for monetary consideration to data brokers as part of its ordinary business operations.

However, certain state privacy laws define “sale” more broadly than an ordinary monetary transaction.

Where a PBY activity is legally considered a “sale” under an applicable state law, PBY will provide the rights and disclosures required by that law.

## **21.8 Sharing for Targeted Advertising**

Certain state laws define “sharing,” “targeted advertising,” or similar activities broadly.

If PBY engages in activities covered by such definitions, PBY will provide legally required disclosures and opt-out mechanisms.

## **21.9 No Sale of Manuscripts**

PBY does not sell or license unpublished Author manuscripts to data brokers or other third parties for unrelated commercial purposes.

#### **21.10 No Sale of Private Creative Submissions for Advertising**

PBY does not sell unpublished manuscripts, private Creative Materials, or confidential Author submissions to third parties for their independent advertising purposes.

#### **21.11 U.S. State Privacy Rights**

Individuals residing in U.S. states that have enacted applicable consumer privacy, data protection, or related legislation may have additional rights concerning the collection, use, disclosure, sale, sharing, retention, or other processing of their Personal Information.

These rights apply only to the extent that the applicable state law applies to PBY and the relevant individual, Personal Information, processing activity, or transaction.

Depending upon the applicable jurisdiction and law, U.S. state privacy rights may include:

- the right to confirm whether Personal Information is being processed;
- the right to access Personal Information;
- the right to obtain information concerning categories of Personal Information collected, sources of information, purposes of processing, and categories of recipients;
- the right to obtain a copy of certain Personal Information;
- the right to correct inaccurate Personal Information;
- the right to delete Personal Information, subject to applicable statutory exceptions;
- the right to data portability;
- the right to obtain information concerning disclosures or transfers of Personal Information;
- the right to opt out of the sale of Personal Information, where applicable;
- the right to opt out of sharing Personal Information for targeted or cross-context behavioral advertising, where applicable;
- the right to opt out of certain forms of profiling or automated decision-making, where applicable;
- the right to limit certain uses or disclosures of Sensitive Personal Information, where provided by applicable law;
- the right to withdraw consent where processing is based upon consent;
- the right to appeal certain decisions concerning privacy-rights requests, where applicable;
- the right to use an authorized agent to submit certain requests, where permitted by law;
- the right to use legally recognized universal or opt-out preference signals, where applicable; and
- the right to submit a complaint to a competent governmental or regulatory authority.

Certain jurisdictions may provide additional rights or impose additional obligations concerning children, minors, Sensitive Personal Information, biometric information, precise geolocation, targeted advertising, data sales, profiling, consumer health information, financial information, or other specially protected categories of information.

#### **21.12 U.S. State Privacy Law Applicability**

U.S. state privacy laws differ substantially in their scope, definitions, thresholds, exemptions, consumer rights, business obligations, and enforcement mechanisms.

PBY will apply a particular state's privacy requirements only to the extent that the applicable law legally applies to PBY, the individual, and the relevant processing activity.

Applicability may depend upon factors including:

- the individual's state of residence;
- the nature and volume of Personal Information processed;
- PBY's revenue or business activities;
- the number or type of consumers involved;
- whether PBY conducts business in the applicable state;
- whether the applicable law contains statutory thresholds;
- whether an exemption applies;
- the type of Personal Information involved;
- the purpose of processing; and
- other requirements established by Applicable Law.

Nothing in this Privacy Policy is intended to represent that every U.S. state privacy law applies to PBY or to every individual who accesses PBY services.

### **21.13 U.S. State Privacy Request Procedures**

Where an individual has a privacy right under applicable U.S. state law, the individual may submit a request through the privacy contact information provided in Section 25 of this Privacy Policy.

PBY may require reasonable information necessary to verify the identity of the requesting individual and protect against unauthorized access, disclosure, alteration, or deletion of Personal Information.

The verification process may vary depending upon the nature and sensitivity of the request.

Where permitted by Applicable Law, PBY may decline to process a request that cannot reasonably be verified.

PBY will respond to qualifying requests within the time period required by the applicable law.

### **21.14 Authorized Agents**

Where permitted by Applicable Law, an individual may designate an authorized agent to submit a privacy request on the individual's behalf.

PBY may require evidence demonstrating that the agent has been authorized to act on behalf of the individual.

PBY may also require the individual to verify their identity directly with PBY where permitted or required by Applicable Law.

### **21.15 Opt-Out Rights and Preference Signals**

Certain U.S. state privacy laws provide individuals with rights to opt out of certain forms of processing, including, where applicable:

- the sale of Personal Information;
- sharing of Personal Information for targeted or cross-context behavioral advertising;
- certain profiling or automated decision-making;
- certain uses or disclosures of Sensitive Personal Information; and
- other processing activities identified by Applicable Law.

Where legally required and technically supported, PBY may recognize legally valid universal opt-out mechanisms or privacy preference signals.

The applicability and effect of a particular preference signal may depend upon the individual's jurisdiction, the nature of the processing, the individual's relationship with PBY, and Applicable Law.

#### **21.16 Sensitive Personal Information**

Certain U.S. state privacy laws provide enhanced protections for Sensitive Personal Information.

Depending upon the applicable jurisdiction, Sensitive Personal Information may include categories such as:

- government identification information;
- financial information;
- health information;
- biometric information;
- precise geolocation;
- information concerning children;
- racial or ethnic information;
- religious or philosophical information;
- genetic information;
- information concerning sexual orientation; or
- other information designated as sensitive by Applicable Law.

Where applicable, PBY will process Sensitive Personal Information in accordance with the requirements imposed by the relevant jurisdiction.

#### **21.17 Minors and Children's Privacy**

Certain U.S. jurisdictions provide enhanced privacy protections for children and minors.

Where applicable, PBY will comply with requirements governing the collection, use, disclosure, sale, sharing, deletion, or other processing of information concerning children and minors.

Nothing in this Section limits the separate protections described in the Children's Privacy provisions of this Privacy Policy.

#### **21.18 California and Other State-Specific Requirements**

California and other U.S. states may provide privacy rights or impose obligations that differ from those established in other jurisdictions.

Where applicable, PBY will administer state-specific rights and obligations in accordance with the law governing the relevant individual and processing activity.

State-specific requirements may include additional rights concerning:

- access and disclosure;
- correction;
- deletion;
- portability;
- Sensitive Personal Information;
- sale or sharing;
- targeted advertising;
- profiling;
- authorized agents;
- universal opt-out signals;
- appeals;
- minors;
- data retention;
- third-party disclosures; and
- other privacy practices.

PBY may maintain supplemental state-specific notices, disclosures, procedures, or mechanisms where required by Applicable Law.

#### **21.19 Non-Discrimination**

Where prohibited by Applicable Law, PBY will not unlawfully discriminate against an individual because the individual exercised a privacy right provided by Applicable Law.

PBY may, however, provide different services, features, pricing, benefits, or processing where expressly permitted by Applicable Law and where the difference is reasonably related to the value of Personal Information, the service provided, or another lawful basis.

#### **21.20 Additional U.S. State Privacy Laws**

The U.S. privacy-law landscape continues to develop.

Additional states, territories, municipalities, or other jurisdictions may enact, amend, repeal, or replace privacy and data-protection requirements.

PBY may update its privacy practices, procedures, disclosures, and this Privacy Policy as necessary to address new or amended requirements.

The absence of a particular state from this Privacy Policy does not necessarily mean that its privacy law is inapplicable. Likewise, the inclusion of a state or reference to a particular legal framework does not mean that every provision of that law applies to PBY.

PBY will respect applicable U.S. state privacy rights to the extent required by Applicable Law.

#### **21.21 State-Specific Sensitive Data**

Some states impose heightened requirements concerning sensitive data.

PBY may obtain consent or apply additional safeguards where required by Applicable Law.

#### **21.22 State Children's Privacy Requirements**

Certain states impose privacy requirements for minors that exceed federal COPPA requirements.

PBY will apply such requirements where legally applicable.

#### **21.23 State Data Security Requirements**

Certain state laws require reasonable security measures, data-protection assessments, contractual controls, or other safeguards.

PBY may maintain security practices designed to satisfy applicable requirements.

#### **21.24 State Data Protection Assessments**

Where required by Applicable Law, PBY may conduct data-protection assessments concerning processing activities that present heightened privacy risks.

#### **21.25 State Automated Decision-Making Rights**

Certain states may provide rights concerning profiling or automated decision-making.

Where such rights apply to PBY's processing activities, PBY will provide applicable disclosures and controls.

#### **21.26 State Universal Opt-Out Mechanisms**

Certain states require recognition of universal opt-out mechanisms for targeted advertising or sales of Personal Information.

PBY may recognize technically valid and legally applicable signals as required.

#### **21.27 Verification of State Requests**

PBY may verify a requester's identity before processing a state privacy request.

The verification process will be reasonably proportionate to the sensitivity of the information requested.

#### **21.28 Authorized Agents Under State Laws**

Where permitted by applicable state law, an individual may designate an authorized agent to exercise privacy rights.

PBY may require appropriate authorization and identity verification.

#### **21.29 State Privacy Request Appeals**

Where a state law provides a right to appeal a privacy-request decision, PBY will provide an appropriate appeal process.

#### **21.30 State Privacy Request Timing**

PBY will respond to qualifying state privacy requests within the time period required by the applicable law.

#### **21.31 State Privacy Fees**

PBY will not charge fees for privacy requests when prohibited by applicable state law.

Where fees are legally permitted, PBY may charge a reasonable fee under the applicable requirements.

#### **21.32 State Law Exceptions**

State privacy rights may be subject to exceptions involving:

- legal obligations;
- contracts;
- tax records;
- financial information;
- security;
- fraud prevention;
- intellectual property;
- legal claims;
- employment information;
- publicly available information;
- de-identified information; and
- other statutory exceptions.

#### **21.33 Employee and Business-to-Business Information**

Certain state privacy laws contain different rules for:

- employees;

- job applicants;
- contractors;
- business representatives;
- business-to-business contacts; and
- other professional relationships.

PBY will apply the law applicable to the particular category of individual and processing activity.

#### **21.34 Author Information**

Authors may have rights concerning Personal Information collected for:

- publishing;
- contracts;
- royalty administration;
- tax reporting;
- distribution;
- rights management; and
- other publishing activities.

Some Author records may be subject to contractual or statutory retention requirements.

#### **21.35 Royalty and Tax Exceptions**

A privacy request may not require PBY to delete information that PBY must retain for:

- tax reporting;
- royalty accounting;
- payment reconciliation;
- financial reporting;
- legal compliance; or
- other legally recognized purposes.

#### **21.36 Manuscript and Intellectual Property Exceptions**

State privacy rights generally concern Personal Information and do not automatically create a right to obtain, delete, or transfer another person's intellectual property.

PBY may protect:

- trade secrets;
- confidential manuscripts;
- unpublished works;
- proprietary systems;
- security information; and
- third-party rights.

#### **21.37 State Rights and Third-Party Platforms**

PBY cannot control privacy requests concerning information maintained independently by:

- retailers;
- distributors;
- libraries;
- marketplaces;
- payment providers;
- social-media platforms;
- search engines; or
- other independent organizations.

Requests concerning those organizations should generally be directed to the applicable organization.

#### **21.38 State Rights and De-Identified Information**

State privacy laws may exclude certain properly de-identified or aggregated information from their definition of Personal Information.

PBY may retain and use such information as permitted by Applicable Law.

#### **21.39 State Rights and Public Information**

Certain laws exclude publicly available information from certain privacy rights.

PBY may continue to maintain lawful publication metadata and other publicly available information where permitted.

#### **21.40 No Expansion of Legal Coverage**

The inclusion of a state in this Section does not necessarily mean that PBY is subject to every provision of that state's privacy law.

Applicability depends upon the statutory requirements and PBY's actual activities.

#### **21.41 Changes in State Laws**

U.S. privacy laws are evolving rapidly.

PBY may modify this Section to reflect:

- new legislation;
- amendments;
- regulations;
- attorney-general guidance;
- regulatory decisions;
- court decisions; and
- changes in PBY's business operations.

#### **21.42 Exercising U.S. State Rights**

Individuals seeking to exercise a state privacy right should contact PBY using the information provided in Section 25.

A request should identify the state in which the requester resides where relevant.

#### **21.43 Appeals and Regulatory Rights**

Nothing in this Section limits a person's right to contact an applicable state attorney general, privacy regulator, or other governmental authority where permitted by law.

#### **21.44 No Discrimination**

PBY will not unlawfully discriminate against individuals for exercising rights protected by applicable U.S. state privacy laws.

#### **21.45 Relationship to Federal Law**

State privacy requirements may operate alongside federal laws, including federal laws concerning:

- children's privacy;
- financial information;
- communications;
- intellectual property;
- consumer protection;
- cybersecurity; and
- other regulated activities.

PBY will apply the laws applicable to the particular processing activity.

#### **21.46 Relationship to Other Privacy Sections**

This Section should be read together with:

- Section 20 — Your Global Privacy Rights & Choices;
- Section 22 — International Specific Rights;
- Section 23 — Opt-Out Signals, Do Not Track & Global Privacy Control;
- Section 24 — Identity Verification, Privacy Requests & Appeals; and
- Section 25 — Contact Information, Legal Department & Regulatory Complaint Outlets.

#### **21.47 Commitment to U.S. Privacy Compliance**

PBY seeks to respect applicable U.S. state privacy rights and to provide individuals with legally required mechanisms to understand, access, correct, delete, restrict, or control their Personal Information.

Where a mandatory state privacy law provides a right or protection that cannot lawfully be waived, PBY will comply with that requirement to the extent applicable.

## **22. SECTION 22: INTERNATIONAL SPECIFIC PRIVACY RIGHTS**

Publishing By YOUNGBLOOD (“PBY”) recognizes that individuals located outside the United States may have additional privacy rights under the laws of their jurisdiction.

This Section provides supplemental disclosures concerning certain international privacy frameworks, including:

- European Economic Area (“EEA”) privacy laws;
- European Union General Data Protection Regulation (“EU GDPR”);
- United Kingdom General Data Protection Regulation (“UK GDPR”);
- Brazil Lei Geral de Proteção de Dados (“LGPD”);
- Canadian privacy laws;
- Australian privacy laws; and
- other applicable international privacy requirements.

The rights described in this Section apply only where the applicable law applies to PBY’s processing activities.

### **22.1 International Privacy Framework**

PBY operates from the United States and may provide publishing, digital, commerce, technology, and related services to individuals worldwide.

Depending upon:

- an individual’s location;
- the nature of the relationship with PBY;
- the services provided;
- the information processed;
- contractual obligations; and
- applicable law,

certain international privacy protections may apply.

### **22.2 European Economic Area and European Union Privacy Rights**

Individuals located in the European Economic Area (“EEA”) may have rights under the EU General Data Protection Regulation (“GDPR”) where applicable.

These rights may include:

- access;
- rectification;
- erasure;
- restriction of processing;
- data portability;

- objection;
- withdrawal of consent;
- rights concerning automated decision-making; and
- rights concerning lawful bases for processing.

### **22.3 Controller and Processor Roles**

Depending upon the activity involved, PBY may act as:

- a data controller;
- a data processor;
- a joint controller;
- or another legally recognized role.

The applicable role depends upon the nature of the relationship and the processing activity.

For example:

- PBY may act as a controller for customer accounts, purchases, and direct relationships with users.
- PBY may act as a processor where processing occurs on behalf of an Author, business partner, or other entity under contractual instructions.

### **22.4 Lawful Bases for Processing Under GDPR**

Where GDPR applies, PBY may process Personal Information based upon lawful grounds including:

- performance of a contract;
- steps taken before entering into a contract;
- compliance with legal obligations;
- legitimate interests;
- consent;
- protection of vital interests; and
- other lawful grounds recognized by GDPR.

### **22.5 Legitimate Interests**

Where PBY relies upon legitimate interests, those interests may include:

- operating publishing services;
- maintaining platform security;
- preventing fraud;
- improving user experiences;
- protecting intellectual property;
- communicating with users;
- maintaining business records;
- defending legal claims; and
- managing business operations.

PBY evaluates legitimate interests against individual rights and freedoms as required by applicable law.

## **22.6 Consent Under GDPR**

Where PBY relies upon consent as a lawful basis:

- consent will be requested in accordance with applicable requirements;
- individuals may withdraw consent where permitted;
- withdrawal does not affect prior lawful processing.

## **22.7 Right of Access Under GDPR**

EEA and UK individuals may request confirmation of whether PBY processes their Personal Information and may request access to applicable information.

## **22.8 Right to Rectification**

Individuals may request correction of inaccurate or incomplete Personal Information.

## **22.9 Right to Erasure (“Right to Be Forgotten”)**

Individuals may request deletion of Personal Information where applicable.

The right to deletion is not absolute.

PBY may retain information where necessary for:

- legal obligations;
- contracts;
- tax compliance;
- royalty administration;
- intellectual property protection;
- legal claims;
- security;
- fraud prevention; or
- other lawful purposes.

## **22.10 Right to Restrict Processing**

Individuals may request restriction of processing in circumstances recognized by GDPR or applicable privacy law.

## **22.11 Right to Data Portability**

Where applicable, individuals may request Personal Information provided to PBY in a structured, commonly used, machine-readable format.

#### **22.12 Right to Object**

Individuals may object to certain processing activities, including certain processing based upon legitimate interests or direct marketing.

#### **22.13 Direct Marketing Rights**

Individuals may object to receiving direct marketing communications.

Where required, PBY will provide clear methods to unsubscribe.

#### **22.14 Automated Decision-Making and Profiling**

Where GDPR or applicable law provides rights concerning automated decision-making or profiling, PBY will provide required disclosures and safeguards.

PBY's use of artificial intelligence and automated tools is described further in Section 11.

#### **22.15 Special Categories of Personal Information**

GDPR identifies certain information as special categories of Personal Data.

Examples may include:

- racial or ethnic information;
- political opinions;
- religious or philosophical beliefs;
- trade union membership;
- genetic information;
- biometric information used for identification;
- health information; and
- information concerning sexual orientation.

PBY seeks to avoid collecting special-category data unless necessary and legally permitted.

#### **22.16 Children Under GDPR**

Where GDPR applies, PBY applies applicable requirements concerning children's Personal Information.

Age thresholds may vary by jurisdiction.

#### **22.17 International Privacy Rights and Regulatory Protections**

Where Applicable Law provides individuals with specific privacy or data-protection rights, PBY will recognize and administer those rights to the extent that the applicable law applies to PBY and the relevant processing activity.

Depending upon the jurisdiction and Applicable Law, such rights may include:

- confirmation of whether Personal Information is being processed;
- access to Personal Information;
- correction or rectification of inaccurate or incomplete information;
- deletion or erasure;
- restriction or limitation of processing;
- objection to processing;
- data portability;
- withdrawal of consent where processing is based upon consent;
- information concerning the purposes and categories of processing;
- information concerning disclosures or recipients;
- rights relating to certain automated decision-making or profiling;
- anonymization or de-identification where provided by law;
- rights concerning targeted advertising, sale, sharing, or other forms of data disclosure where applicable;
- the right to lodge a complaint with a competent regulatory or supervisory authority; and
- any other privacy or data-protection rights established by Applicable Law.

The availability, scope, and conditions of these rights may differ among jurisdictions. Certain rights may be subject to statutory exceptions, exemptions, verification requirements, procedural requirements, or other limitations.

PBY does not intend this Section to create rights beyond those provided by Applicable Law.

## **22.18 International Data Protection Authorities and Representatives**

Individuals may have the right, where provided by Applicable Law, to submit privacy complaints or inquiries to a competent data protection, privacy, supervisory, regulatory, or consumer protection authority in the applicable jurisdiction.

Where Applicable Law requires PBY to designate a local, regional, or jurisdiction-specific privacy representative, data protection officer, or other representative, PBY will seek to maintain the appropriate designation or legally recognized compliance mechanism.

Where no such representative is legally required, individuals may submit privacy inquiries and rights requests through PBY's Legal & Compliance Department using the contact information provided in this Privacy Policy.

PBY may provide additional jurisdiction-specific contact information or procedures where required by Applicable Law.

## **22.19 Jurisdiction-Specific Privacy Laws and International Requirements**

PBY recognizes that privacy and data-protection requirements vary among countries, states, provinces, territories, and other jurisdictions.

Where applicable, PBY may be subject to jurisdiction-specific privacy and data-protection frameworks, including laws governing consumer privacy, electronic communications, children's information, sensitive information, automated decision-making, cross-border transfers, data security, marketing communications, and individual privacy rights.

These requirements may include, where applicable, privacy frameworks governing residents or individuals in:

- the European Economic Area and European Union;
- the United Kingdom;
- Brazil;
- Canada;
- Australia;
- the United States;
- Latin America;
- Asia-Pacific jurisdictions;
- African jurisdictions; and
- other countries or territories in which PBY conducts activities subject to Applicable Law.

Examples of applicable legal frameworks may include the EU General Data Protection Regulation, UK GDPR, Brazil's LGPD, Canadian federal or provincial privacy legislation, Australia's Privacy Act and Australian Privacy Principles, U.S. federal and state privacy laws, and other applicable national, regional, or local privacy requirements.

PBY will apply jurisdiction-specific requirements when and to the extent that they legally apply to PBY, the individual, the relevant Personal Information, and the applicable processing activity.

Nothing in this Privacy Policy is intended to state that PBY is subject to every privacy law listed above merely because PBY offers services internationally or an individual accesses a PBY platform from a particular jurisdiction.

## **22.20 International Data Transfers**

PBY may collect, store, access, use, disclose, or otherwise process Personal Information in countries or jurisdictions other than the jurisdiction in which the individual resides.

Because PBY is headquartered in the United States, Personal Information may be transferred to, stored in, or processed in the United States and in other jurisdictions where PBY, its Service Providers, publishing partners, distributors, payment providers, technology providers, or other authorized business partners operate.

The privacy and data-protection laws of those jurisdictions may differ from those applicable in an individual's country or place of residence.

Where Applicable Law imposes requirements governing international transfers or cross-border processing, PBY will seek to use a legally recognized transfer mechanism or other lawful basis for the applicable transfer.

## **22.21 Lawful International Transfer Mechanisms**

Depending upon the jurisdiction, the nature of the transfer, and Applicable Law, PBY may rely upon one or more legally recognized mechanisms for international transfers of Personal Information.

Such mechanisms may include:

- \* an adequacy decision or substantially equivalent recognition of adequate protection;
- \* applicable standard contractual clauses;
- \* an applicable international data transfer agreement or addendum;
- \* contractual safeguards;
- \* approved codes of conduct or certification mechanisms where available;
- \* legally recognized consent;
- \* contractual necessity;
- \* other statutory or regulatory derogations or exceptions; or
- \* another lawful transfer mechanism recognized under Applicable Law.

The particular mechanism used may vary depending upon the originating jurisdiction, destination jurisdiction, category of Personal Information, recipient, processing activity, and applicable legal requirements.

## **22.22 International Service Providers and Transfer Safeguards**

PBY may engage Service Providers, subprocessors, contractors, technology providers, payment providers, publishers, distributors, retailers, marketplaces, and other business partners located in jurisdictions outside an individual's country of residence.

Where required by Applicable Law, PBY seeks to establish appropriate contractual, technical, organizational, and administrative safeguards governing international processing and transfers.

Depending upon the relationship and applicable legal requirements, such safeguards may address:

- \* confidentiality;
- \* permitted processing purposes;
- \* data security;
- \* access controls;
- \* retention and deletion;
- \* use of subprocessors;
- \* international transfers;
- \* incident notification;
- \* confidentiality of Creative Materials;
- \* intellectual-property protection;
- \* restrictions on unauthorized secondary use; and
- \* applicable privacy and data-protection obligations.

PBY may periodically assess Service Providers and other relevant business partners based upon the nature and sensitivity of the information involved and the services provided.

## **22.23 Government, Regulatory, and Law-Enforcement Requests**

PBY may disclose Personal Information when reasonably necessary to comply with a valid legal obligation, judicial order, subpoena, warrant, regulatory requirement, governmental request, law-enforcement request, or other legally enforceable process.

Where permitted by Applicable Law, PBY may evaluate the validity and scope of a request before responding and may seek to limit disclosure to information reasonably necessary to satisfy the applicable legal requirement.

PBY may also disclose information when reasonably necessary to protect the rights, property, safety, security, or legitimate interests of PBY, its Authors, customers, employees, Service Providers, business partners, or other individuals.

Where legally permitted and appropriate, PBY may provide notice to an affected individual concerning a governmental or legal request. PBY may withhold such notice when prohibited by law or when doing so could interfere with a lawful investigation, legal proceeding, regulatory process, or security matter.

#### **22.24 Sensitive Personal Information and Enhanced Protections**

Certain jurisdictions provide enhanced protections for categories of Personal Information considered sensitive, special-category, highly confidential, or otherwise subject to heightened legal requirements.

Depending upon Applicable Law, such information may include:

- government identification information;
- financial information;
- precise location information;
- health-related information;
- biometric information;
- information concerning children;
- authentication credentials;
- racial or ethnic information;
- religious or philosophical information;
- information concerning sexual orientation;
- genetic information;
- professional or employment information; or
- other categories designated as sensitive by Applicable Law.

PBY will process Sensitive Personal Information only where permitted or required by Applicable Law and will apply safeguards appropriate to the nature and sensitivity of the information.

PBY does not require individuals to provide Sensitive Personal Information unless reasonably necessary for a legitimate business, contractual, legal, security, publishing, royalty, payment, or other authorized purpose.

#### **22.25 Automated Decision-Making and Profiling**

PBY may use automated technologies for legitimate operational purposes, including fraud detection, security monitoring, search, content organization, accessibility, customer support, analytics, recommendations, or other authorized business functions.

Where Applicable Law provides individuals with specific rights concerning automated decision-making, profiling, or similar technologies, PBY will provide those rights to the extent applicable.

Where required by Applicable Law, PBY will provide appropriate information concerning the nature of the automated processing and available rights to request human review, challenge a decision, or otherwise exercise legally recognized protections.

PBY does not represent that every automated process constitutes legally regulated automated decision-making or profiling. The legal treatment of automated processing may vary by jurisdiction and by the nature and effect of the processing.

#### **22.26 Changes in International Privacy Requirements**

Privacy and data-protection laws, regulatory interpretations, international transfer requirements, and technological standards may change over time.

PBY may update its privacy practices, contractual safeguards, technical controls, and this Privacy Policy as reasonably necessary to address changes in Applicable Law, regulatory guidance, business operations, technology, security requirements, or international data-transfer frameworks.

Where Applicable Law requires notice of a material change, PBY will provide such notice through legally permitted means.

The version of this Privacy Policy in effect at the time of processing will apply, subject to any rights or obligations imposed by Applicable Law.

#### **22.27 Other International Jurisdictions**

PBY may serve individuals located in additional countries and regions.

Where required, PBY will evaluate and apply applicable privacy obligations, including those concerning:

- consent;
- transparency;
- security;
- international transfers;
- individual rights;
- retention;
- and regulatory requirements.

#### **22.28 International Data Subject Requests**

Individuals outside the United States may submit privacy requests using the contact information provided in Section 25.

Requests should include:

- name;
- contact information;
- country of residence;
- nature of request;
- relevant account information;
- and information necessary to verify identity.

#### **22.29 International Identity Verification**

PBY may verify identity before responding to privacy requests.

Verification procedures may vary depending upon:

- jurisdiction;
- sensitivity of information;
- request type;
- legal requirements;
- security risks.

### **22.30 International Data Transfers**

Because PBY operates from the United States, Personal Information may be transferred internationally.

PBY seeks to use appropriate safeguards where required by law.

Additional information is provided in Section 16.

### **22.31 Standard Contractual Clauses**

Where required for transfers involving the European Economic Area or other jurisdictions, PBY may rely upon approved contractual mechanisms, including Standard Contractual Clauses or equivalent safeguards.

### **22.32 Data Protection Impact Assessments**

Where required by applicable law, PBY may conduct privacy or data-protection assessments concerning processing activities that may create heightened risks.

### **22.33 Confidential Publishing Information**

International privacy rights do not override contractual protections concerning:

- unpublished manuscripts;
- confidential drafts;
- editorial materials;
- production files;
- audio masters;
- artwork;
- proprietary publishing processes;
- intellectual property.

### **22.34 Author Privacy Rights**

Authors may have international privacy rights concerning:

- legal identity;
- pen names;
- royalty information;
- tax documentation;
- contracts;
- payment information;
- biographies;
- publication metadata.

### **22.35 Tax and Royalty Information**

Certain financial records may be retained to satisfy:

- tax obligations;
- reporting requirements;
- royalty accounting;
- payment processing;
- fraud prevention;
- legal compliance.

### **22.36 International Regulatory Complaints**

Individuals may have the right, where provided by Applicable Law, to submit a complaint concerning PBY's collection, use, disclosure, security, or other processing of Personal Information to a competent governmental, regulatory, supervisory, data protection, privacy, or consumer protection authority in the applicable jurisdiction.

Individuals may contact the authority having jurisdiction based upon their place of residence, place of work, place of alleged infringement, or the nature of the applicable processing activity, as permitted by Applicable Law.

PBY recognizes that regulatory and supervisory authorities may differ among countries, states, provinces, territories, and other jurisdictions. Accordingly, this Privacy Policy does not attempt to provide an exhaustive list of applicable authorities.

Nothing in this Privacy Policy limits any lawful right an individual may have to contact a competent regulatory or supervisory authority.

### **22.37 No Reduction of Mandatory Rights**

Nothing in this Privacy Policy limits privacy rights that cannot legally be limited under applicable law.

### **22.38 Changes to International Privacy Requirements**

International privacy laws continue to evolve.

PBY may update this Section to reflect:

- legislative changes;
- regulatory guidance;
- court decisions;
- contractual requirements;
- technology changes;
- business operations.

### **22.39 Commitment to Global Privacy Compliance**

PBY seeks to operate with respect for international privacy principles by promoting:

- transparency;
- responsible data use;
- security;
- accountability;
- individual control;
- protection of intellectual property;
- and lawful processing.

Where mandatory privacy requirements apply, PBY will comply with those requirements.

## **23. SECTION 23: OPT-OUT SIGNALS, DO NOT TRACK & GLOBAL PRIVACY CONTROL (GPC)**

Publishing By YOUNGBLOOD (“PBY”) recognizes that individuals may use technology-based privacy controls to communicate preferences concerning the collection, use, disclosure, sale, sharing, or processing of Personal Information.

This Section explains PBY’s approach to browser signals, universal opt-out mechanisms, Global Privacy Control (“GPC”), and similar technologies.

The availability and legal effect of these signals depend upon:

- the individual’s jurisdiction;
- applicable privacy laws;
- technical capability;
- the type of processing activity involved; and
- regulatory requirements.

### **23.1 Understanding Privacy Preference Signals**

Certain browsers, devices, extensions, and platforms allow users to transmit privacy preference signals.

Examples may include:

- Global Privacy Control (“GPC”);
- universal opt-out mechanisms;
- browser privacy settings;
- mobile device privacy controls;
- cookie preference tools; and

- other legally recognized signals.

### **23.2 Global Privacy Control (GPC)**

Global Privacy Control (“GPC”) is a browser-based mechanism designed to allow individuals to communicate certain privacy preferences automatically.

Where required by Applicable Law, PBK will process valid GPC signals according to applicable legal requirements.

### **23.3 Applicability of GPC Signals**

A GPC signal may apply only to certain activities, including:

- sale of Personal Information;
- sharing of Personal Information;
- targeted advertising;
- cross-context behavioral advertising;
- other activities recognized under applicable privacy laws.

A GPC signal does not necessarily apply to all processing activities.

### **23.4 No Effect on Necessary Processing**

Privacy preference signals generally do not prevent PBK from processing Personal Information necessary for:

- account management;
- purchases;
- payment processing;
- publishing agreements;
- royalty administration;
- tax reporting;
- security;
- fraud prevention;
- legal compliance;
- contractual obligations;
- intellectual-property protection.

### **23.5 Recognized Universal Opt-Out Mechanisms**

Certain jurisdictions require businesses to recognize universal opt-out mechanisms.

Where required and technically feasible, PBK may recognize legally valid signals that communicate an individual's opt-out preference.

### **23.6 California Global Privacy Control Rights**

California residents may use Global Privacy Control or another legally recognized opt-out mechanism to communicate preferences concerning the sale or sharing of Personal Information.

Where required by California law, PBY will treat valid signals as a request to opt out.

### **23.7 Colorado Universal Opt-Out Mechanisms**

Colorado law recognizes certain universal opt-out mechanisms.

Where applicable, PBY may process recognized signals according to Colorado requirements.

### **23.8 Connecticut Universal Opt-Out Mechanisms**

Where required, PBY may recognize universal opt-out mechanisms applicable to Connecticut residents.

### **23.9 Virginia and Other State Signals**

Other states may establish requirements concerning universal opt-out mechanisms.

PBY will evaluate and apply such requirements where applicable.

### **23.10 Browser Cookie Controls**

Individuals may control certain tracking technologies through:

- browser settings;
- cookie-management tools;
- device settings;
- privacy extensions;
- platform controls.

Blocking cookies may affect certain PBY features.

### **23.11 Cookie Preference Management**

Where available, PBY may provide cookie-preference tools allowing users to:

- accept cookies;
- reject certain cookies;
- manage categories;
- modify preferences;
- withdraw previously provided choices.

### **23.12 Do Not Track (“DNT”) Signals**

Some browsers transmit “Do Not Track” (“DNT”) signals.

Because there is not a single universal standard governing all DNT signals, PBY’s response may depend upon:

- applicable law;
- technical standards;
- browser functionality;
- regulatory guidance.

### **23.13 Advertising Preference Controls**

Individuals may have additional choices concerning advertising technologies through:

- browser settings;
- device settings;
- advertising industry preference tools;
- platform settings;
- PBY preference centers where available.

### **23.14 Interest-Based Advertising**

Interest-based advertising may involve the use of information such as:

- browsing activity;
- device information;
- interactions with digital services;
- general interests;
- advertising identifiers.

Where required, PBY provides appropriate choices concerning such activities.

### **23.15 Third-Party Advertising Technologies**

PBY may use third-party technology providers that assist with:

- analytics;
- measurement;
- advertising;
- website functionality;
- communications;
- personalization.

Those providers may have their own privacy policies and preference mechanisms.

### **23.16 No Sale of Personal Information for Data Brokerage**

PBY does not sell Personal Information to traditional data brokers for independent resale purposes.

### **23.17 Advertising and Publishing Marketplace Relationships**

PBY may work with:

- retailers;
- distributors;
- publishing marketplaces;
- technology providers;
- analytics providers;
- service providers.

Certain disclosures involving these relationships are governed by applicable contracts and privacy laws.

### **23.18 AI and Automated Systems Signals**

Browser privacy signals generally do not control:

- manuscript processing;
- editorial workflows;
- accessibility tools;
- publishing automation;
- internal operational systems;
- contractual publishing processes.

AI-related privacy practices are addressed in Section 11.

### **23.19 Mobile Device Privacy Controls**

Mobile operating systems may provide privacy controls, including controls concerning:

- advertising identifiers;
- location;
- tracking;
- application permissions;
- notifications.

Individuals may manage these controls through their device settings.

### **23.20 Email Tracking Preferences**

Some email programs allow users to limit tracking technologies such as:

- tracking pixels;
- read receipts;
- embedded content.

Users may also manage marketing preferences through unsubscribe tools.

### **23.21 Effect of Opt-Out Requests**

An opt-out request generally applies only to the activities covered by the applicable privacy law.

Certain processing may continue when permitted or required by law.

### **23.22 Verification of Opt-Out Requests**

PBY may verify requests where required to prevent:

- fraud;
- unauthorized changes;
- misuse of privacy rights.

### **23.23 Authorized Agents and Opt-Out Requests**

Where permitted by law, an authorized agent may submit an opt-out request on behalf of an individual.

PBY may require proof of authorization.

### **23.24 Opt-Out Request Records**

PBY may maintain records of opt-out requests to:

- demonstrate compliance;
- prevent repeated unwanted processing;
- manage preferences;
- satisfy legal obligations.

### **23.25 Opt-Out and Author Services**

Opt-out preferences generally do not prevent necessary communications or processing related to:

- author agreements;
- royalties;
- payments;
- tax documentation;
- publication schedules;
- rights administration;
- legal notices.

### **23.26 Opt-Out and Customer Transactions**

Opt-out preferences do not prevent PBY from processing information required to complete:

- purchases;
- subscriptions;
- account management;
- customer support;
- refunds;
- returns;
- warranty matters.

### **23.27 Opt-Out and Intellectual Property Protection**

Opt-out mechanisms do not require PBY to discontinue lawful processing necessary to protect:

- copyrights;
- trademarks;
- trade secrets;
- confidential information;
- publishing rights;
- contractual rights.

### **23.28 Changes to Opt-Out Technology**

Technology standards and privacy regulations continue to evolve.

PBY may update this Section as:

- new browser standards develop;
- new laws become effective;
- regulators issue guidance;
- privacy technology changes.

### **23.29 Contact Regarding Privacy Signals**

Questions concerning privacy signals, opt-out mechanisms, or privacy choices may be directed to PBY using the contact information provided in Section 25.

### **23.30 Commitment to Privacy Choice**

PBY seeks to provide individuals with meaningful choices regarding Personal Information while maintaining the ability to provide secure, reliable, and legally compliant publishing services.

## **24. SECTION 24: IDENTITY VERIFICATION, PRIVACY REQUESTS & APPEALS**

Publishing By YOUNGBLOOD (“PBY”) recognizes the importance of providing individuals with meaningful control over their Personal Information while also protecting against unauthorized access, fraudulent requests, identity theft, and misuse of privacy rights.

This Section explains how individuals may submit privacy requests, how PBY verifies requests, how decisions are made, and how individuals may appeal certain decisions where required by Applicable Law.

#### **24.1 Purpose of Identity Verification**

Before fulfilling a privacy request, PBY may take reasonable steps to verify the identity of the requesting individual.

Verification protects:

- Personal Information;
- Author information;
- customer accounts;
- royalty records;
- financial information;
- confidential manuscripts;
- contractual information;
- intellectual property;
- and PBY systems.

#### **24.2 Verification Requirements**

The level of verification required may depend upon:

- the type of request;
- the sensitivity of information involved;
- the individual's relationship with PBY;
- applicable legal requirements;
- security risks;
- available authentication methods.

#### **24.3 Examples of Verification Information**

PBY may request information reasonably necessary to verify identity, including:

- name;
- email address;
- account information;
- transaction information;
- author account details;
- publishing agreement information;
- government-issued identification where legally appropriate;
- other authentication information.

#### **24.4 No Excessive Collection for Verification**

PBY seeks to collect only information reasonably necessary to verify identity.

PBY will not request unnecessary information solely for verification purposes.

#### **24.5 Account-Based Verification**

Where an individual maintains an account with PBY, verification may include authentication through:

- account login;
- registered email;
- account security procedures;
- other reasonable authentication methods.

#### **24.6 Author Verification**

Because Author records may contain confidential information, PBY may apply enhanced verification procedures for requests involving:

- publishing contracts;
- royalty statements;
- tax records;
- payment information;
- unpublished manuscripts;
- pen-name information;
- rights-management records.

#### **24.7 Authorized Agent Requests**

Certain privacy laws permit individuals to appoint authorized agents.

PBY may accept requests submitted by authorized agents where:

- the agent provides evidence of authorization;
- identity verification requirements are satisfied;
- the request is legally valid.

#### **24.8 Verification of Authorized Agents**

PBY may require:

- written authorization;
- power of attorney;
- confirmation from the individual;
- identity verification;
- other evidence permitted by law.

#### **24.9 Requests Submitted by Legal Representatives**

Attorneys, guardians, executors, trustees, or other legal representatives may submit requests where authorized by law.

PBY may require appropriate documentation.

#### **24.10 Privacy Request Categories**

Privacy requests may include requests for:

- access;
- correction;
- deletion;
- restriction;
- portability;
- objection;
- consent withdrawal;
- opt-out;
- appeal;
- information regarding processing activities.

#### **24.11 Privacy Request Submission**

Privacy requests may be submitted through:

- PBY's designated privacy request process;
- the Legal & Compliance Department;
- other contact methods identified by PBY.

#### **24.12 Required Request Information**

To help PBY process a request, individuals should provide:

- full name;
- contact information;
- jurisdiction of residence;
- relationship with PBY;
- description of request;
- relevant account information;
- supporting information where appropriate.

#### **24.13 Incomplete Requests**

If a request lacks sufficient information, PBY may request clarification.

Processing timelines may begin or continue after sufficient information is received where permitted by law.

#### **24.14 Multiple Requests**

Where an individual submits multiple privacy requests, PBY may evaluate whether the requests relate to:

- separate rights;
- duplicate matters;
- overlapping information;
- repeated requests.

#### **24.15 Privacy Request Timelines**

PBY will respond to valid privacy requests within the time periods required by Applicable Law.

Where permitted, PBY may extend response periods when reasonably necessary.

#### **24.16 Extension Notices**

Where an extension is permitted, PBY may notify the requester of:

- the reason for delay;
- the expected completion date;
- additional information needed.

#### **24.17 Response Format**

Where required by law, PBY will provide responses:

- in a clear format;
- in understandable language;
- through appropriate communication channels.

#### **24.18 Electronic Responses**

Where appropriate and permitted, PBY may provide responses electronically.

#### **24.19 Data Access Responses**

When fulfilling an access request, PBY may provide information concerning:

- categories of Personal Information;
- purposes of processing;
- sources;
- recipients;
- retention practices;
- applicable rights;
- other required information.

#### **24.20 Protection of Third-Party Information**

PBY may withhold or limit information where disclosure would:

- reveal another individual's Personal Information;
- violate another person's rights;
- expose confidential information;
- compromise security;
- violate legal obligations.

#### **24.21 Intellectual Property Protection During Requests**

Privacy requests do not require PBY to disclose:

- trade secrets;
- proprietary software;
- confidential editorial systems;
- unpublished intellectual property;
- security procedures;
- protected business information.

#### **24.22 Manuscript Confidentiality**

Requests involving manuscripts or creative submissions will be evaluated separately from ordinary Personal Information requests.

PBY may protect:

- unpublished works;
- drafts;
- editorial notes;
- production files;
- creative concepts;
- confidential materials.

#### **24.23 Deletion Request Limitations**

PBY may deny or limit deletion requests where retention is necessary for:

- tax obligations;
- royalty accounting;
- contractual obligations;
- legal claims;
- fraud prevention;
- security;
- intellectual-property protection;
- regulatory compliance.

#### **24.24 Correction Requests**

PBY will evaluate correction requests concerning inaccurate Personal Information.

PBY may require evidence supporting requested corrections.

#### **24.25 Data Portability Requests**

Where legally required, PBY may provide eligible Personal Information in a structured format.

Portability does not require transfer of:

- trade secrets;
- proprietary systems;
- confidential manuscripts;
- information concerning others.

#### **24.26 Objection Requests**

Where applicable law provides an objection right, PBY will evaluate the request according to:

- legal requirements;
- processing purpose;
- contractual obligations;
- legitimate interests;
- individual rights.

#### **24.27 Marketing Opt-Out Requests**

Marketing opt-outs may be processed separately from other privacy requests.

Individuals may unsubscribe using available communication tools.

#### **24.28 Security Review**

PBY may conduct security reviews when a request involves:

- sensitive information;
- financial records;
- author contracts;
- royalty data;
- confidential materials.

#### **24.29 Fraud Prevention**

PBY may refuse, delay, or limit requests reasonably believed to involve:

- fraud;
- impersonation;
- abuse;

- malicious activity;
- unauthorized access attempts.

#### **24.30 Privacy Request Fees**

PBY generally does not charge fees for privacy requests.

Where permitted by law, PBY may charge a reasonable fee for requests that are:

- excessive;
- repetitive;
- manifestly unfounded.

#### **24.31 Appeals Process**

Where required by Applicable Law, individuals may appeal a decision regarding their privacy request.

#### **24.32 Appeal Submission**

Appeals may be submitted through the contact information provided in Section 25.

An appeal should include:

- original request information;
- reason for appeal;
- supporting documentation;
- contact information.

#### **24.33 Appeal Review Process**

PBY may conduct an independent review of an appeal where required by Applicable Law.

The review may consider:

- original request;
- applicable law;
- verification information;
- reasons for denial;
- additional information provided.

#### **24.34 Appeal Decisions**

PBY will provide a response to an appeal within the timeframe required by Applicable Law.

#### **24.35 Regulatory Complaint Rights**

Individuals may have the right to submit complaints to:

- privacy regulators;
- data protection authorities;
- state attorneys general;
- consumer protection agencies;
- other governmental authorities.

#### **24.36 Privacy Request Records**

PBY may maintain records of privacy requests, responses, and appeals to:

- demonstrate compliance;
- improve privacy practices;
- prevent abuse;
- satisfy legal requirements.

#### **24.37 Confidentiality of Privacy Requests**

PBY may treat privacy requests and related communications as confidential compliance records.

#### **24.38 Privacy Requests Concerning Published Works**

A privacy request does not automatically require removal of:

- published books;
- ISBN records;
- library catalog information;
- retailer listings;
- distributor records;
- lawful publication metadata.

#### **24.39 Privacy Requests Concerning Pen Names**

Where an Author publishes under a pen name, PBY may maintain legal identity records separately from public-facing author information.

Privacy requests will be evaluated while protecting contractual, legal, and publishing obligations.

#### **24.40 Privacy Requests Concerning Royalties**

Royalty-related requests may require verification due to the sensitivity of:

- financial records;
- tax documentation;
- payment information;

- contractual agreements.

#### **24.41 Privacy Requests and International Users**

International privacy requests will be evaluated under the laws applicable to:

- the individual;
- the processing activity;
- the relationship with PBY.

#### **24.42 Privacy Requests and Law Enforcement**

PBY may disclose information when required by:

- subpoena;
- court order;
- legal process;
- government authority;
- applicable law.

#### **24.43 Privacy Rights Cannot Override Security**

Privacy rights do not prevent PBY from maintaining reasonable security measures designed to protect:

- users;
- Authors;
- customers;
- employees;
- systems;
- intellectual property.

#### **24.44 Changes to Privacy Request Procedures**

PBY may update these procedures as:

- laws change;
- technology changes;
- business operations evolve;
- regulatory guidance develops.

#### **24.45 Commitment to Responsible Privacy Administration**

PBY seeks to administer privacy rights fairly, securely, and transparently while balancing:

- individual privacy;
- publishing obligations;
- contractual commitments;
- intellectual-property protection;

- legal compliance;
- business operations.

## **25. SECTION 25: CONTACT INFORMATION, LEGAL DEPARTMENT & REGULATORY COMPLAINT OUTLETS**

Publishing By YOUNGBLOOD (“PBK”) values transparency, accountability, and responsible handling of Personal Information.

This Section provides the official contact information for privacy inquiries, legal notices, regulatory communications, and privacy-rights requests.

### **25.1 Privacy Contact Information**

Questions, concerns, requests, or inquiries regarding this Privacy Policy or PBK’s privacy practices may be submitted to:

**Publishing By YOUNGBLOOD**  
**Legal & Compliance Department**

Email: [info@publishingbyyoungblood.com](mailto:info@publishingbyyoungblood.com)

Physical Address:

[Insert Corporate Physical Address]  
Louisiana, United States of America

### **25.2 Types of Privacy Communications**

Individuals may contact PBK regarding:

- questions about this Privacy Policy;
- requests concerning Personal Information;
- privacy-rights requests;
- corrections or updates;
- consent withdrawals;
- marketing preferences;
- complaints;
- security concerns;
- data-processing questions;
- international privacy matters.

### **25.3 Legal Notices**

Legal notices relating to:

- privacy disputes;
- contractual obligations;

- intellectual property;
- regulatory matters;
- compliance communications;
- formal claims;

should be directed to PBY's Legal & Compliance Department.

#### **25.4 Privacy Rights Requests**

Individuals seeking to exercise privacy rights should provide:

- full legal name;
- preferred contact information;
- country or state of residence;
- nature of request;
- relevant account information;
- sufficient information for identity verification.

Additional information may be requested where necessary to protect privacy and security.

#### **25.5 Author and Publishing Rights Contact**

Authors, contributors, and rights holders may contact PBY regarding matters involving:

- publishing agreements;
- manuscript submissions;
- royalty administration;
- copyright matters;
- licensing;
- distribution;
- author identity preferences;
- pen-name protection;
- intellectual-property concerns.

#### **25.6 Customer Support Contact**

Customers may contact PBY regarding:

- purchases;
- digital products;
- subscriptions;
- account issues;
- platform access;
- order-related matters.

Customer support requests may be directed through PBY-approved support channels.

#### **25.7 Data Protection Officer or Privacy Representative**

Where required by Applicable Law, PBY may designate:

- a Data Protection Officer (“DPO”);
- privacy representative;
- regional privacy contact;
- authorized compliance representative.

Current designation information, where applicable, will be made available through appropriate privacy channels.

## 25.8 Global Regulatory Complaint Rights

PBY respects the right of individuals, where provided by Applicable Law, to raise concerns regarding the collection, use, disclosure, security, or other processing of their Personal Information and to submit complaints to an appropriate governmental, regulatory, supervisory, or data protection authority.

Depending upon the individual’s location, the nature of the complaint, and the laws applicable to the processing, an appropriate authority may include:

- a national or federal data protection authority;
- a state, provincial, territorial, or regional privacy regulator;
- a data protection or information commissioner;
- a consumer protection authority;
- an attorney general or equivalent governmental authority;
- a telecommunications, communications, or digital-services regulator;
- a financial or sector-specific regulatory authority where applicable; or
- another governmental or supervisory authority legally authorized to receive privacy or data-protection complaints.

Individuals located in jurisdictions with specific privacy or data-protection supervisory authorities may contact the authority having jurisdiction over their place of residence, place of work, place of alleged infringement, or the applicable processing activity, as permitted by Applicable Law.

Examples may include, where applicable:

- supervisory authorities within the European Economic Area;
- the United Kingdom Information Commissioner’s Office (“ICO”);
- Brazil’s Autoridade Nacional de Proteção de Dados (“ANPD”);
- California privacy and consumer-protection authorities;
- state attorneys general and state privacy regulators within the United States; and
- equivalent privacy or data-protection authorities in other countries and territories.

This list is provided for illustrative purposes only and is not intended to be exhaustive.

PBY does not limit or waive any right an individual may have under Applicable Law to contact a governmental, regulatory, supervisory, or data protection authority.

Individuals are generally encouraged, where appropriate, to contact PBY first so that PBY may have an opportunity to investigate and address the concern. However, nothing in this Privacy Policy requires an individual to contact PBY before exercising a right to lodge a complaint with a competent authority where Applicable Law permits or provides that right.

PBY will not retaliate against an individual for exercising a lawful privacy right or submitting a good-faith privacy complaint to a competent authority.

### **25.9 No Retaliation**

Where prohibited by law, PBY will not discriminate against individuals for exercising lawful privacy rights.

This may include rights concerning:

- access;
- deletion;
- correction;
- opt-out;
- privacy choices;
- complaints.

### **25.10 Privacy Policy Updates**

PBY may update this Privacy Policy periodically to reflect:

- changes in laws;
- regulatory guidance;
- technology developments;
- business operations;
- publishing services;
- security practices.

### **25.11 Notice of Material Changes**

Where required by law, PBY may provide notice of material changes through:

- website announcements;
- account notifications;
- email communications;
- other legally permitted methods.

### **25.12 Effective Date**

This Privacy Policy is effective as of: August 7, 2026

### **25.13 Relationship to Other Agreements**

This Privacy Policy operates together with other PBY agreements and policies, including:

- Master Terms and Conditions of Use;
- Author Publishing Agreements;
- Licensing Agreements;
- Distribution Agreements;
- Submission Guidelines;
- Security Policies;

- Cookie Policies;
- AI and Automated Access Policies.

Where a specific agreement governs a specific relationship, that agreement controls for that relationship.

#### **25.14 No Waiver of Legal Rights**

Nothing in this Privacy Policy limits rights or protections that cannot legally be waived under applicable law.

#### **25.15 Commitment to Privacy Stewardship**

Publishing By YOUNGBLOOD is committed to responsible privacy stewardship by protecting:

- Personal Information;
- author identities;
- creative works;
- unpublished manuscripts;
- royalty information;
- customer relationships;
- intellectual property;
- business confidentiality.

PBY recognizes that information represents both personal trust and professional responsibility.