

EXHIBIT N

(DeviantArt Privacy Policy
(Jan. 11, 2023))

DeviantArt, Inc. Privacy Policy

Policy last updated: January 12, 2021

DeviantArt respects your privacy and is fully committed to protect your personal information and use it properly and in compliance with data privacy laws.

This Privacy Policy applies to our web sites, including www.deviantart.com, sta.sh, and our DeviantArt mobile applications (collectively, the "**DeviantArt Sites**" or "**Sites**"). This Privacy Policy explains what information we (together with our affiliated companies worldwide) collect and use pertaining to each of our Account holders and non-Account holders (such as Site visitors) through the Sites, how we use that information, and what choices you have with respect to the information we collect about you. The Sites and our services available via the Sites are collectively called the "**Services**".

Please take a few moments to read this Privacy Policy **before you access or use the Services**. By using or accessing the DeviantArt Sites, you acknowledge that you have read and fully understood this Privacy Policy and our Terms of Service and that they both apply to your use of the Services. If you do not read and fully understand this Privacy Policy, please do not use the Sites or Services. This Privacy Policy is not intended to override the terms of any contract you have with us, nor any rights you might have under applicable data privacy laws. Where you have read this policy but would like further clarification, please contact us at help@deviantart.com.

1. What information do we collect?

To provide you the Services, we may collect personal information relating to an identified or identifiable natural person ("**Information**").

We collect Information in order to provide, operate and improve our Sites and Services, to administer your use of the Site or Services (including your Account, as defined below), and to enable you to enjoy and easily navigate our Site and Services. Additionally, we collect your information, among other reasons stated below, to provide you with ongoing customer assistance and technical support, and to enhance our data security and fraud prevention capabilities.

1.1. Information you provide us:

When you register for our Services and create a DeviantArt account via the DeviantArt Sites (an "**Account**"), when you register for special services (e.g., the Print Program, Premium Content), sign up for e-mail newsletters and purchase

products or services, information you include in your communications with us, we collect certain information such as your name, age/ date of birth, postal address, telephone number, e-mail address, details regarding connected third-party accounts (such as the e-mail or username for a connected PayPal, Google or Facebook account), credit card information (if you use certain of our features and services).

If you create your Account using your login credentials from a third party site or service, we'll be able to access and collect your name and email address and other data that your privacy settings on that third party site or service permit us to access but we don't receive or store passwords for those third party sites and services.

Your Address Book. We may ask users for access to the address books on their mobile devices, so that we may connect Account holders, however we will not access your address book without your permission to do so.

1.2. Information collected through your use of the Site or Services.

When you are visiting or using our Site or Services, including when you browse the Site or a User Account, edit your Account and upload information and content, and/or download and use any Site feature or services, we are aware of it and will usually gather, collect and record such uses, sessions and related information, either independently or with the help of third-party services as detailed herein, including through the use of "cookies" and other tracking technologies, as further detailed in section 5, below.

Our servers automatically collect and record certain information about how a person uses our Services (we refer to this information as "Log Data"), for both Account holders and non-Account holders (such as Site visitors) (both will be referred to as a "User"). Log Data may include information such as a User's Internet Protocol (IP) address, mobile device identifier, browser type, operating system, the pages or features of our Services to which a User browsed and the time spent on those pages or features, search terms, the links on our Services on which a User clicked, the friends of Account holders who also use the Services, purchases made by the User, how often Users click on our advertisements, which files are downloaded most frequently, and which areas of our Site are the most popular and other statistics. We also collect certain information that your mobile device sends when you use our Services, including user settings, the operating system, as well as information about your use of our Services. We use this information to administer the Services and we analyze (and may engage third parties to analyze) this information to further develop, improve and enhance the Services by expanding their features and functionality and tailoring them to our Users' needs and preferences, and to make recommendations.

1.3. Information we collect from other sources

If you create your Account using your login credentials from a third party site or service, we'll be able to access and collect your name and email address and other data that your privacy settings on that third party site or service permits us to access but we never receive or store passwords for those third party sites and services. We cannot delete or change any Information that is stored on third party sites and services.

In addition, We may receive information about you from third-party sources, such as (i) security providers, fraud detection and prevention providers to help us screen out Users associated with fraud, and (ii) advertising and marketing partners in order to monitor, manage and measure our ad campaigns.

2. How do we use such information?

2.1. We use your information for the following purposes: to provide and operate the Services; to enhance our data security and fraud prevention capabilities; To create aggregated statistical data and other aggregated and/or inferred information, which we may use to provide and improve our respective Services; to customize advertising and content available on the DeviantArt Sites, to send you service-related notices and promotional information about products and services that may be of interest to you and/or to conduct research for internal purposes; to help us in updating, expanding and analyzing our records to identify new Users; to facilitate, sponsor, and offer certain contests, events, and promotions, monitor performance, contact winners, and grant prizes and benefits; and to comply with any applicable laws and regulations.

2.2. We will only use your Information for the purposes set out in Section 2 where you give us your permission and/or we are satisfied that:

- a. our use of your Information is necessary to perform a contract or take steps to enter into a contract with you (e.g. to provide you with Services, to provide you with our customer assistance and technical support), or
- b. our use of your Information is necessary to comply with a relevant legal or regulatory obligation that we have, or
- c. our use of your Information is necessary to support legitimate interests that we have as a business (for example, to maintain and improve our Services by identifying user trends and the effectiveness of our promotional campaigns and identifying technical issues), provided it is conducted at all times in a way that is proportionate, and that respects your privacy rights

3. How we share your information?

We may share your information with service providers and others (or otherwise allow them access to it) in the following manners and instances:

3.1. *Third Party Service Providers:* We may share Information as well as aggregated information that we collect with third party service providers whose services and solutions complement, facilitate and enhance our own. These include but are not limited to hosting and server co-location services, communications and content delivery networks (CDNs), data and cyber security services, billing and payment processing services, fraud detection and prevention services, industry analysis, web analytics, e-mail distribution and monitoring services, session recording and remote access services, performance measurement, data optimisation and marketing services, content providers, and our legal and financial advisors (collectively, "**Third Party Services**")

3.1.1. We may share information with Third Party Services for a business purpose such as identifiers, commercial information and other categories as listed in Section 1.

3.2. *Information Disclosed for Our Protection and the Protection of Others.* Where permitted by local data protection laws, we will disclose Information when required by law or under the good-faith belief that such disclosure is necessary in order to conform to applicable law, comply with subpoenas, court orders or legal process served on DeviantArt, to establish or exercise our legal rights or defend against legal claims, and to protect the property or interests of DeviantArt, its agents and employees, personal safety, or the public. Under these circumstances, DeviantArt may be prohibited by law, court order or other legal process from providing notice of the disclosure, and DeviantArt reserves the right under those conditions not to provide notice in its sole discretion.

3.3. *Parent Companies, Subsidiaries and Affiliated Companies.* We may share Information internally within our family of companies, for the purposes described in this Privacy Policy. For example, we may share your Information with Wix.com Inc., our U.S.-based parent company, or Wix.com Ltd., our Israel based parent company, in the course of facilitating and providing you with our Site or Services. In addition, should we, Wix or any of its affiliates undergo any change in control, including by means of merger, acquisition or purchase of substantially all of its assets, your Information may be shared with the parties involved in such event.

3.4. *APIs.* We offer APIs for use by third parties to access various features of our Services and content on our Sites. Some APIs will be used by third parties to access and use your Information with the third parties' services however, your Information will not be accessed and used by a third party API user without your consent. We also offer APIs to some of our third party service providers to assist with provision of services to us, such as, but not limited to, credit card processing and shipping fulfillment services, and those third party API users will access and use your Information only in order to provide services to us for you, as noted above under "*Third Party Service Providers*".

3.5. *Information We Disclose with Your Consent or at Your Request.* We will share your Information with third-party websites or platforms, such as social networking sites, if you have expressly requested that we do so.

3.6. *Social Media Features and Framed Pages:* Our Services include certain Social Media features and widgets, such as the "Facebook Like" button, the "Share this" button or other interactive mini-programs ("Social Media Features"). These Social Media Features may collect information such as your IP address or which page you are visiting on our Sites, and may set a cookie to enable them to function properly. Social Media Features are either hosted by a third party or hosted directly on our Services. Your interactions with these third parties' Social Media Features are governed by their policies and not ours.

For the avoidance of doubt, we may share your Information in manners other than as described above, pursuant to your explicit approval, or if we are legally obligated to do so.

4. Where do we store your information?

4.1. Information of Account holders and non-Account holders may be maintained, processed and stored by us and our authorized affiliates and service providers in the United States of America, in Europe (including in Ukraine), in Israel, and in other jurisdictions as necessary for the proper delivery of our Services and/or as may be required by law (as further explained below).

4.1.1 Jobs Applicants Information will be maintained, processed and stored in the United States and Israel, in the applied position's location(s).

4.1.2. Our parent company, Wix.com Ltd. is based in Israel, which is considered by the European Commission to be offering an adequate level of protection for the Information of EU Member State residents.

4.1.3. Our affiliates and service providers that store or process your Information on our behalf are each contractually committed to keep it protected and secured, in accordance with industry standards and regardless of any lesser legal requirements which may apply in their jurisdiction.

4.2. Transfer of EU Personal data : If you are located in Europe, when we will transfer your Personal Information to the United States or anywhere outside Europe, we will make sure that (i) there is a level of protection deemed adequate by the European Commission or (ii) that the relevant Model Standard Contractual Clauses are in place. DeviantArt participates in and has certified its compliance with the EU-U.S. Privacy Shield Framework and the Swiss-U.S. Privacy Shield Framework. We are committed to subjecting all Information received from European Union (EU) member countries and Switzerland,

respectively, in reliance on the Privacy Shield Framework, to the Framework's applicable Principles. To learn more about the Privacy Shield Framework, visit the U.S. Department of Commerce's Privacy Shield List, <https://www.privacyshield.gov>.

5. Use of Cookies and Similar Technologies

5.1. A cookie is a small file of letters and numbers downloaded on to your computer when you access certain websites. In general, cookies allow a website to recognize a user's computer. The most important thing to know about cookies placed by DeviantArt is that they make our website a bit more user-friendly, for example, by remembering site preferences and language settings.

5.2. Cookies should be divided in two types:

5.2.1. "First-party cookies" - Cookies that are placed by DeviantArt

5.2.2. "Third-party cookies" - Cookies that are placed and used by Third Party Service Providers

5.3. We also use other technologies with similar functionality to cookies, such as web beacons, pixels, and tracking URLs, to obtain Log Data (as described in the Privacy Policy). For example, our email messages may contain web beacons and tracking URLs to determine whether you have opened a certain message or accessed a certain link.

5.4. Duration: Depending on their function, Cookies may have different durations. There are session cookies and persistent cookies:

5.4.1. Session cookies only last for your online session. It means that the browser deletes these cookies once you close your browser

5.4.2. Persistent cookies stay on your device after the browser has been closed and last for the period of time specified in the cookie

5.5. Categories: The cookies used on our website fall into one of four categories: Essential, Analytics, Functional and Marketing.

5.5.1. *Essential Cookies* let you move around the website and use essential features like secure and private areas.

5.5.2. *Analytics cookies* let us understand how you use our website (e.g. which pages you visit and if you experience any errors). These cookies are essential to us being able to enhance and maintain our platform.

5.5.3. *Functional cookies* are cookies used to remember choices users make to

improve their experience.

5.5.4. *Marketing cookies* are used to collect information about the impact of our marketing campaigns performed in other website on users and non-users. These cookies are only used on DeviantArt owned sites under *deviantart.com

Please check out the table below to receive information about the type, categories, purpose and duration of cookies placed by DeviantArt and Third Party Service Providers

Type	Name	Purpose	Duration	
Cookie	auth	Identify logged users	1 month	Essential
Cookie	auth_secure	Security	never	Essential
Cookie	userinfo	Identify logged users	1 month	Essential
Cookie	td	image grid sizing for SSR (eclipse)	session	Essential
Cookie	tw	image grid sizing for SSR (green site)	7 day	Essential
Cookie	hubtoken	websocket push messages	session	Essential
Cookie	tpc	Oauth login for stash	session	Essential
Cookie	vd	Used for Advertising	1 month	Marketing
Local Storage	chatDB	Allow chat feature	persistent	Essential
Local Storage	console_dapi_recent, console_recent	Recently used endpoints list in API developer console	persistent	Analytics
Local Storage	custombox.recent.colors	Remembers colors used in custom boxes	persistent	Functional
Local Storage	FilmQuality	Allow the use of player settings	persistent	Essential
Local Storage	statusUpdateSubmitCounter	Number of status updates submitted via eclipse	persistent	Functional
Local Storage	intents, intents_other	List of signup intents selected by user	persistent	Essential

Third Party Cookies:

Type	Name	Third party	Purpose	Duration	
Beacon and Cookie	_pxhd	PerimeterX (https://www.perimeterx.com/legal/privacy/)	Security	1 y	Essential
Beacon and Cookie	_ga, _gat, _gid, _utm*	Google Analytics(https://policies.google.com/privacy?hl=en-US)	Analytics	2y	Analytics

Type	Name	Third party	Purpose	Duration	
Beacon and Cookie	r/collect	Google Doubleclick Ads (through Google Analytics) https://policies.google.com/privacy?hl=en-US	Analytics	session	Marketing
Beacon and Cookie	large number, varies	Google Doubleclick Ads and other Ads networks https://policies.google.com/privacy?hl=en-US	Advertising	varies	Marketing
Beacon and Cookie	JSESSIONID	New Relic (https://newrelic.com/termsandconditions/privacy)	System Monitoring	session	Essential
Script and Cookie	TS#, XSRF-TOKEN	Wix.com https://www.wix.com/about/privacy	Security	session	Essential
Script and Cookie	frog.wix.com	Wix.com https://www.wix.com/about/privacy	Identify logged users	persistent	Essential
Script and Cookie	fed, fedops.logger.sessionId	Wix.com https://www.wix.com/about/privacy	System monitoring	persistent	Essential
Local Storage	debug, debugpanel-height, debugpanel-tab, debugpanel-visible	Wix.com https://www.wix.com/about/privacy	System Monitoring	persistent	Essential
Local Storage	firebase:host:wix-engage-visitors-prod-27.firebaseio.com	Wix.com	Allow the Chat feature	persistent	Essential

Your Choices

You can change your cookie settings by clicking this [link](#).

Alternatively, it is also possible to stop your browser from accepting cookies altogether by changing your browser's cookie settings. You can usually find these settings in the "options" or "preferences" menu of your browser.

Please note that deleting our cookies or disabling future cookies or tracking technologies may prevent you from accessing certain areas or features of our Services or may otherwise adversely affect your user experience.

6. Communications:

6.1. Promotional Messages: We may use your Information to send you promotional content and messages by e-mail, text messages, notifications within our platform, marketing calls and similar forms of communication from DeviantArt or our partners (acting on our behalf) through such means. If you do not wish to receive such promotional messages or calls, you may notify DeviantArt at any time or follow the "unsubscribe" or STOP instructions

contained in the promotional communications you receive.

6.2. Service and Billing Messages: We may also contact you with important information regarding our Services, or your use thereof. For example, we may send you a notice (through any of the means available to us) if a certain Service is temporarily suspended for maintenance; reply to your support ticket or e-mail; send you reminders or warnings regarding upcoming or late payments for your current or upcoming subscriptions; forward abuse complaints regarding your Account; or notify you of material changes in our Services.

It is important that you are always able to receive such messages. For this reason, you are not be able to opt-out of receiving such Service and Billing Messages unless you are no longer a DeviantArt User (which can be done by deactivating your Account).

7. Your rights in relation to your information

7.1. It is imperative that you will have control over your Information. That is the reason why we are taking reasonable steps in order to enable you to access, receive a copy of, update, amend, delete, or limit the use of your Information.

7.2. We may ask you for additional information to confirm your identity and for security purposes, before disclosing the requested data to you. We reserve the right to charge a fee where permitted by law, for instance if your request is manifestly unfounded or excessive.

7.3. You have the right to lodge a complaint with your local supervisory authority for data protection (but we still recommend you to contact us first).

7.4. For all DeviantArt Users, if you may review and amend your Information by logging in and navigating to your [Settings page](#) on the website. Once there, you may modify information that is incorrect and delete certain information from your profile. You can also change your permission settings for us to send you e-mail newsletters.

7.5. For all DeviantArt Users, if you wish to **retrieve your DeviantArt Account data** or **permanently delete your DeviantArt data**, please follow the instructions provided in the following article: <https://www.deviantart.com/settings/gdpr/>.

7.6. In addition, feel free to contact us online, or mail your request (see [Section 15](#)). We will make all reasonable efforts to honor your request promptly (unless we require further information from you in order to fulfil your request), subject to legal and other permissible considerations.

7.6.1. Please note that permanently deleting your Account erases all of your information from our databases. After completing this process, you can no

longer use any of your Services, your Account and all its data will be removed permanently, and we will not be able to restore your Account or retrieve your data in the future. If you contact DeviantArt Support in the future, the system will not recognize your Account and support agents will not be able to locate the deleted Account.

8. Additional Information for California residents

8.1. If you are a California resident using the Services, the California Consumer Privacy Act ("CCPA ") may provide you the right to request access to and deletion of your information.

8.2. In order to exercise the right to request access to and deletion of your Information, please see the information on the section 7, above.

8.3. DeviantArt does **not** sell user Information to third parties for the intents and purposes of the CCPA.

8.4. Users of the Services who are California residents and under 18 years of age may request and obtain removal of content they posted by emailing us at <help@deviantart.com>. All requests must be labeled "California Removal Request " on the email subject line. All requests must provide a description of the content you want removed and information reasonably sufficient to permit us to locate that content. We do not accept California Removal Requests via postal mail, telephone, or facsimile. We are not responsible for notices that are not labeled or sent properly, and we may not be able to respond if you do not provide adequate information. Please note that your request does not ensure complete or comprehensive removal of the material. For example, materials that you have posted may be republished or reposted by another user or third party.

9. Data Retention

We may retain your Information for as long as your Account is active, as indicated in this Privacy Policy or as otherwise needed to provide you with our Services.

We may continue to retain such Information even after you deactivate your Account and/or cease to use any particular Services, as reasonably necessary to comply with our legal obligations, to resolve disputes regarding our Users, prevent fraud and abuse, enforce our agreements and/or protect our legitimate interests. Where your Information is no longer required, we will ensure it is

securely deleted.

10. Security

10.1. We have implemented security measures designed to protect the Information you share with us, including physical, electronic and procedural measures. Among other things, we offer HTTPS secure access to most areas on our Services; the transmission of sensitive payment information (such as a credit card number) through our designated purchase forms is protected by an industry standard SSL/TLS encrypted connection; and we regularly maintain a PCI DSS (Payment Card Industry Data Security Standards) certification. We also regularly monitor our systems for possible vulnerabilities and attacks, and regularly seek new ways and Third Party Services for further enhancing the security of our Services and protection of our visitors' and Users' privacy.

10.2. Regardless of the measures and efforts taken by us, we cannot and do not guarantee the absolute protection and security of your Information, or any other content you upload, publish or otherwise share with us or anyone else. We therefore encourage you to set strong passwords for your User Account, and avoid providing us or anyone with any sensitive information which you believe its disclosure could cause you substantial or irreparable harm.

10.3. If you have any questions regarding the security of our Services, you are more than welcome to contact us at security-report@deviantart.com.

11. Third-Party Websites

Our Services may contain links to other websites or services. We are not responsible for such websites' or services' privacy practices. We encourage you to be aware when you leave our Services and to read the privacy statements of each and every website and service you visit before providing your information. This Privacy Policy does not apply to such linked third party websites and services which are subject only to the third party policies.

12. Your Profile Page

12.1. Please note that when you create an Account, your profile page will display your Account user name and certain statistics regarding your own use of the Services, including but not limited to, the date you became an Account holder, the categories of materials you posted and how long ago you last visited the Sites. It will also display information about the Account holders who visit your profile page including the names of those Account holders who follow you

(if the Account holder has permitted such display), and the number of visitors to, and views of your profile page or pages containing content you have submitted.

12.2. Any information or content that you post to your profile page, or to any Groups which you are a part of, chat rooms or forums will be publicly accessible by Users so please exercise your good judgment before you post. The name you choose when creating your Account is visible to all Users of the Services. If you visit another Account holder's profile page, your user name will appear on that page. DeviantArt does not control, and is not responsible for, the use of any information or content that you have exposed to the public through your use of the Services. You may use the tools we make available via the Services to make decisions about what information about you, including Information, will be visible on your profile page and on the profile pages of other Account holders that you visit. Please note accounts can be created either by individuals or companies. Note that in some cases, we may not be able to remove your Information from such areas.

13. Questions and Complaints

13.1. If you have any questions or concerns about our collection, use or disclosure of information, or if you believe that we have not complied with this Privacy Policy or applicable data protection laws, please contact us – our details are set out at the end of this Privacy Policy.

13.2. Our Data Protection Officer team will investigate the complaint and determine whether a breach has occurred and what action, if any, to take. We take every privacy complaint seriously and will make all reasonable efforts to resolve your complaint promptly and in accordance with applicable law.

14. Updates and Interpretation

14.1. We may update this Privacy Policy as required by applicable law, and to reflect changes to our information collection, usage and storage practices. In relation to any updated Privacy Policy, we will, as required by applicable law, notify you, seek your consent and/or take any other measures. We encourage you to periodically review this page for the latest information on our privacy practices.

14.2. Any heading, caption or section title contained herein, and any explanation is provided only for convenience, and in no way defines or explains any section or provision hereof, or legally binds any of us in any way

15. Contacting Us

If you have questions about this Privacy Policy or our policies or wish to exercise any of your rights as described, please contact our DPO team at:

DeviantArt, Inc.

7111 Santa Monica Blvd, Ste B, PO Box 230
West Hollywood, CA 90046
Email: help@deviantart.com

For the purposes of GDPR (Article 27), you may contact our EU representative at:

Wix Online Platforms Limited
1 Grant's Row
Dublin 2 D02HX96, Ireland