

PRIVACY POLICY

Effective Date: May 29, 2015

Overview

You should read this entire Privacy Policy, but here is a partial list of some of the key topics that are explored in greater detail throughout the Privacy Policy. Any capitalized terms have the meanings given to them where defined in the Privacy Policy.

- We ask you for, and use technology to detect, information about you. Some of this information is shared with others as detailed below.
- We give you the right to opt-out of sharing of your Personal Information with third parties for their direct marketing purposes, and in many cases will give you a choice even if you have not opted out. This complies with California Privacy Rights.
- Portions of our Service are designed for parents of pre-literate children and we do not intend to collect personal information from Children. You can contact us if you think we have inappropriately collected your child's personal information or otherwise regarding children and our privacy practices, contact us in the following ways: Postal Mail: Genius Brands International, Inc., 301 N. Canon Drive, Suite #305, Beverly Hills, CA 90210; By e-mail: info@gnusbrands.com.
- You consent to our practices detailed in our Privacy Policy. Each time you use the Services, the version of our Privacy Policy then posted will apply to that use (subject to **Section 1**), so you should check back each time you return for updates. To prospectively change your consent, terminate your account, stop using the Service and uninstall any downloads and apps.

Introduction

Welcome! You have arrived at www.gnusbrands.com and/or are otherwise interacting with our Service (defined below) which is owned and operated by Genius Brands International, Inc. (“**Genius Brands**” or “**we**,” “**our**” or “**us**”). This “**Privacy Policy**” governs your use of any online service location (e.g., web site or mobile app) that posts a link to this Privacy Policy (each a “**Site**”) (including, without limitation, both mobile and online versions of our Site), and also applies to your use of interactive features, widgets, plug-ins, applications, content, downloads and/or other services that we own and control and make available through a Site, and/or that posts a link to this Privacy Policy (collectively, the “**Service**”), regardless of how you access or use them, whether via personal computers, mobile devices or otherwise, but does not apply to data we receive from third parties, unless we combine such data with Personal Information (defined below) that we have ourselves collected under this Privacy Policy. This Privacy Policy does not apply to our data collection activities offline or otherwise outside of our Service (unless otherwise stated below), and does not govern the data practices of third parties that may interact with our Service.

To the extent we provide you notice on our Service of different or additional privacy policies or practices (e.g., at the point of our collection), those additional terms shall govern such data collection and use.

In addition, please review the Service's **Terms of Service**, which governs your use of the Service. *By using our Service, you consent to our Privacy Policy and Terms of Service and our collection, use and sharing of your information and data, and other activities, as described below.*

It is important that you read and understand the entire Privacy Policy before using the Service.

1. What Information Does the Service Collect?

(a) Information You Provide to Us

Personal Information and Demographic Information. On the Service, we may ask you to provide us with certain categories of information such as: (1) personally identifiable information, which is information that identifies you personally, such as your first and last name, e-mail address, home address, and credit card information (“**Personal Information**”); and (2) demographic information (“**Demographic Information**”). We may collect this information through various forms and in various places on the Service, including account registration forms, contact us forms, or when you otherwise interact with the Service. To the extent we combine Demographic Information with your Personal Information we collect directly from you on the Service, we will treat the combined data as Personal Information under this Privacy Policy.

(b) Information We Collect or Store As You Access and Use the Service

In addition to any Personal Information or other information that you choose to submit to us via our Service, we and our third-party service providers may use a variety of technologies that automatically (or passively) store or collect certain information whenever you visit or interact with the Service (“**Usage Information**”). This Usage Information may be stored or accessed using a variety of technologies that may be downloaded to your personal computer, browser, laptop, tablet, mobile phone or other device (a “**Device**”) whenever you visit or interact with our Service. To the extent we associate Usage Information with your Personal Information we collect directly from you on the Service, we will treat it as Personal Information.

This Usage Information may include:

- your IP address, UDID or other unique identifier (“**Device Identifier**”). A Device Identifier is a number that is automatically assigned to your Device used to access the Service, and our computers identify your Device by its Device Identifier;
- your Device functionality (including browser, operating system, hardware, mobile network information);
- the URL that referred you to our Service;
- the areas within our Service that you visit and your activities there, including remembering you and your preferences;
- your Device location;
- your Device characteristics; and
- certain other Device data, including the time of day, among other information.

We may use various methods and technologies to store or collect Usage Information (“**Tracking Technologies**”). Tracking Technologies may set, change, alter or modify settings or configurations on your Device. A few of the Tracking Technologies include, without limitation, the following (and subsequent technology and methods later developed):

Cookies. A cookie is a data file placed on a Device when it is used to visit the Service. A Flash cookie (or locally shared object) is a data file placed on a Device via the Adobe Flash plug-in that may be built-in to or downloaded by you to your Device. HTML5 cookies can be programmed through HTML5 local storage. Unlike Flash cookies, HTML5 cookies do not require a plug-in. Regular cookies may generally be disabled or removed by tools that are available as part of most commercial browsers, and in some but not all instances can be blocked in the future by selecting certain settings. Each browser you use will need to be set separately and different browsers offer different functionality and options in this regard. Also, these tools may not be effective with regard to Flash cookies or HTML5 cookies. For information on disabling Flash cookies, go to Adobe's web site www.adobe.com. Please be aware that if you disable or remove cookies, Flash cookies, or HTML5 cookies on your Device, some parts of our Service may not function properly, and that when you revisit our Service your ability to limit cookies is subject to your browser settings and limitations.

Web Beacons. Small graphic images or other web programming code called web beacons (also known as "1x1 GIFs" or "clear GIFs") may be included in our Service's pages and messages. Web beacons may be invisible to you, but any electronic image or other web programming code inserted into a page or e-mail can act as a web beacon. Web beacons or similar technologies may be used for a number of purposes, including, without limitation, to count visitors to the Service, to monitor how users navigate the Service, to count how many e-mails that were sent were actually opened or to count how many particular articles or links were actually viewed.

Embedded Scripts. An embedded script is programming code that is designed to collect information about your interactions with the Service, such as the links you click on. The code is temporarily downloaded onto your Device from our web server or a third party service provider, is active only while you are connected to the Service, and is deactivated or deleted thereafter.

ETag, or entity tag. A feature of the cache in browsers. It is an opaque identifier assigned by a web server to a specific version of a resource found at a URL. If the resource content at that URL ever changes, a new and different ETag is assigned. Used in this manner ETags are a form of Device Identifier. ETag tracking may generate unique tracking values even where the consumer blocks HTTP, Flash, and/or HTML5 cookies.

We may use Tracking Technologies for a variety of purposes, including:

Strictly Necessary. We may use cookies or other Tracking Technologies that we consider are strictly necessary to allow you to use and access our Service, including cookies required to prevent fraudulent activity, improve security or allow you to make use of shopping-cart functionality.

Performance-Related. We may use cookies or other Tracking Technologies that are useful in order to assess the performance of the Service, including as part of our analytic practices or otherwise to improve the content, products or services offered through the Service.

Functionality-Related. We may use cookies or other Tracking Technologies that are required to offer you enhanced functionality when accessing the Service, including identifying you when you sign-in to our Service or keeping track of our specified preferences, including in terms of the presentation of content on our Service.

Targeting-Related. We may use Tracking Technologies to deliver content relevant to your interests on our Service and third-party sites based on how you interact with our content. This includes using Tracking Technologies to understand the usefulness to you of the content that has been delivered to you and to recommend other products and services to you.

There may be other Tracking Technologies now and later devised and used by us in connection with the Service. Further, third parties may use Tracking Technologies with our Service. We may not control those

Tracking Technologies and we are not responsible for them. However, you consent to potentially encountering third party Tracking Technologies in connection with use of our Service and accept that our statements under this Privacy Policy do not apply to the Tracking Technologies or practices of such third parties. For more information on our vendors, and their Tracking Technologies, see **Section 3(b)**.

(c) Information Third Parties Provide About You

We may receive information about you from your friends and others that use the Service, such as when they submit content to us or post on the Service. Additionally, we may, from time to time, supplement the information we collect directly from you on our Service with outside records from third parties for various purposes, including to enhance our ability to serve you, to tailor our content to you and to offer you opportunities that may be of interest to you. To the extent we combine information we receive from those sources with your Personal Information we collect on the Service, it will be treated as Personal Information and we will apply this Privacy Policy to such combined information, unless we have disclosed otherwise. In no other circumstances do our statements under this Privacy Policy apply to information we receive about you from third parties.

(d) Interactions with Third-Party Services

The Service may include functionality that allows certain kinds of interactions between the Service and a third-party web site or application. The use of this functionality may involve the third-party operator providing certain information, including Personal Information, to us. For example, you may elect to use third party apps or plug-ins made available on our Services (e.g., Facebook and Twitter). If we offer and you choose to use this functionality via our Service, the third-party site or application may send Personal Information about you to the us. If so, we will then treat it as Personal Information under this Privacy Policy, since we are collecting it as a result of your accessing of and interaction on our Service. When you use third-party sites' interfaces or links on the Service to facilitate your sending a communication from the Service such as to facilitate emails, tweets or Facebook postings, these third parties may retain any information used or provided in any such communications or other activities and these third parties' practices are not subject to our Privacy Policy. Genius Brands may not control or have access to your communications through these third parties. Further, when you use third-party sites or services, you are using their services and not our services and they, not we, are responsible for their practices. You should review the applicable third-party privacy policies before using such third-party tools on our Service.

(e) Information You Provide About a Third Party

You may send someone else a communication from the Service, such as sending an invitation to a friend. If so, the information you provide (names, e-mail addresses, etc.) is used to facilitate the communication and is not used by us for any other marketing purpose unless we obtain consent from that person or we explicitly say otherwise. Please be aware that when you use any send-to-a-friend functionality on our Service, your contact information, name or user name and message may be included in the communication sent to your addressee(s). Some of these tools may be third-party tools subject to third-party privacy policies as further detailed in **Section 1(d)** and **Section 5**.

2. How Do We Use the Information Collected?

Use of Information by Us. We may use your Personal Information, Demographic Information or Usage Information that is subject to this Privacy Policy: (1) to provide you with information or services or process transactions that you have requested or agreed to receive including to send you electronic newsletters, or to provide you with special offers or promotional materials on behalf of us or third parties; (2) to enable you to participate in a variety of the Service's features such as online entry sweepstakes, contests or other promotions; (3) to process your registration with the Service, including verifying your information is active

and valid; (4) to improve the Service or our services, to customize your experience on the Service, or to serve you specific content that is relevant to you; (5) to contact you with regard to your use of the Service and, in our discretion, changes to the Service and/or Service's policies; (6) for internal business purposes; and (7) for purposes disclosed at the time you provide your information or as otherwise set forth in this Privacy Policy.

Please note that information submitted to the Service via a "contact us" or other similar function may not receive a response; we will not use that information so provided to contact you for marketing purposes unrelated to your inquiry unless you agree otherwise

3. How and When Do We Share Information with Third Parties?

We may share non-Personal Information, such as aggregated user statistics, with third parties. We may share your Device Identifiers with third parties along with data related to you and your activities. We reserve the right to share your Personal Information that we have collected directly from you on our Service with third parties for those third parties' direct marketing purposes unless you have given us an opt out notice, which you can send to us in the following ways: Postal Mail: Genius Brands International, Inc., 301 N. Canon Drive, Suite #305, Beverly Hills, CA 90210; By e-mail: info@gnusbrands.com. However, we will often seek your consent to such sharing at the time you provide your Personal Information even if you have not opted out. If you have opted out, giving consent will override the opt-out in that particular instance. In addition, we may share the information we have collected about you, including Personal Information, as disclosed at the time you provide your information and as described below or otherwise in this Privacy Policy. Genius Brands may disclose your information as follows:

(a) When You Request Information From or Provide Information to Third Parties. You may be presented with an option on our Service to receive certain information and/or marketing offers directly from third parties or to have us send certain information to third parties or give them access to it. If you choose to do so, your Personal Information and other information may be disclosed to such third parties, even if you have previously opted out of such types of sharing generally, and all information you disclose will be subject to the third-party privacy policies and practices of such third parties. In addition, third parties may store, collect or otherwise have access to your information when you interact with their Tracking Technologies, content, tools apps or ads on our Service or link to them from our Service, and by so interacting you consent to such third party practices. This may include using third-party tools such as Facebook, Twitter, Pinterest or other third-party posting or content sharing tools. It may also include ordering or purchasing products from third parties through us where we indicate that the third party rather than Genius Brands is the seller. We are not responsible for the privacy policies and practices of such third parties and, therefore, you should review such third-party privacy policies and practices of such third parties prior to requesting information from or otherwise interacting with them.

(b) Third Parties Providing Services on Our Behalf. We may use third-party vendors to perform certain services on behalf of us or the Service, such as hosting the Service, designing and/or operating the Service's features, tracking the Service's activities and analytics, and enabling us to send you special offers or perform other administrative services. We may provide these vendors with access to user information, including Device Identifiers and Personal Information, to carry out the services they are performing for you or for us. Third-party analytics and other service providers may set and access their own Tracking Technologies on your Device and they may otherwise collect or have access to information about you, potentially including Personal Information, about you. We are not responsible for those third party technologies or activities arising out of them. However, some may offer you certain choices regarding their practices, and information we have been informed of regarding such choices is available below. We are not responsible for the effectiveness of or compliance with any third parties' opt-out.

The following third parties that collect information from you on the Service have given us notice that you may obtain information on their policies and practices, and in some instances opt-out of certain of their activities, as follows:

Party: Google
Service: Google Analytics for Display Advertisers, Ads Preferences Manager, and Google Analytics Opt-out Browser Add-on

For More Information:

<http://support.google.com/analytics/bin/answer.py?hl=en&topic=2611283&answer=2700409>

http://www.google.com/settings/ads/onweb/?hl=en&sig=ACi0TCg8VN3Fad5_pDOsAS8a4

<https://tools.google.com/dlpage/gaoptout/>

PLEASE NOTE: We are not responsible for third-party policies or practices. We try to keep this information current, and will add to and subtract from the chart above as appropriate, but it is provided as a courtesy and may not be current or accurate. Please contact the applicable third parties regarding their privacy and data security policies and practices.

(c) **To Protect the Rights of Genius Brands and our Users.** To the fullest extent permitted by applicable law, we may also disclose your information if we believe in good faith that doing so is necessary or appropriate to: (i) protect or defend the rights, safety or property of Genius Brands or third parties (including through the enforcement of this Policy, our **Terms of Service**, and other applicable agreements and policies); or (ii) comply with legal and regulatory obligations (e.g., pursuant to law enforcement inquiries, subpoenas or court orders). To the fullest extent permitted by applicable law, we have complete discretion in electing to make or not make such disclosures, and to contest or not contest requests for such disclosures, all without notice to you.

(d) **Affiliates and Business Transfer.** To the fullest extent permitted by applicable law, we may share your information, including your Device Identifiers and Personal Information, Demographic Information and Usage Information with our parent, subsidiaries and affiliates (“**Affiliates**”). We also reserve the right to disclose and transfer all such information: (i) to a subsequent owner, co-owner or operator of the Service or applicable database; or (ii) in connection with a merger, consolidation, restructuring, the sale of substantially all of our interests and/or assets or other corporate change, including, during the course of any due diligence process.

(e) **Co-Branded Areas.** Certain areas of the Service may be provided to you in association with third parties (“**Co-Branded Areas**”) such as sponsors and may require you to disclose Personal Information to them. Such Co-Branded Areas will identify the third party and indicate if they have a privacy policy that applies to their collection and use of you information. If you elect to register for products and/or services, communicate with such third parties or download their content or applications, at Co-Branded Areas, you may be providing your information to both us and the third party. Further, if you sign-in to a Co-Branded Area with a username and password obtained on the Service, your Personal Information may be disclosed to the identified third parties for that Co-Branded Area. We are not responsible for such third party’s data collection or practices and you should look to such third party privacy policies for more information.

(f) **Sweepstakes, Contests and Promotions.** We may offer sweepstakes, contests, and other promotions (any, a “**Promotion**”) through the Service that may require registration. By participating in a Promotion, you are agreeing to official rules that govern that Promotion, which may contain specific requirements of you, including, allowing the sponsor of the Promotion to use your name, voice and/or likeness in advertising or marketing associated with the Promotion. If you choose to enter a Promotion, Personal Information may be disclosed to third parties or the public in connection with the administration of

such Promotion, including, in connection with winner selection, prize fulfillment, and as required by law or permitted by the Promotion’s official rules, such as on a winners list.

(g) Your California Privacy Rights. We may from time to time elect to share certain information about you collected by us on the Service with third parties for those third parties’ direct marketing purposes if we think they may have products or services you would find of interest. California Civil Code Section 1798.83 permits California residents who have supplied personal information to certain rights. We comply with this law by giving all of our users (including California residents) the ability to opt-out of our sharing of personal information (as defined in that law) to third parties for their direct marketing purposes. You can make that request in the following ways: Postal Mail: Genius Brands International, Inc., 301 N. Canon Drive, Suite #305, Beverly Hills, CA 90210; By e-mail: info@gnusbrands.com. If you have made that request, you can change it at any time, including on a case-by-case basis by opting in to certain sharing opportunities.

4. What About Information I Disclose Publicly Or To Others?

(a) User-Generated Content and Public Information. The Service may permit you to submit ideas, photographs, user profiles, writings, music, video, audio recordings, computer graphics, pictures, data, questions, comments, suggestions or other content, including Personal Information (collectively, “**User Content**”), such as on blogs and message boards. We or others may store, display, reproduce, publish, distribute or otherwise use User Content online or offline in any media or format (currently existing or hereafter developed) and may or may not attribute it to you. Others may have access to this User Content and may have the ability to share it with third parties. Please think carefully before deciding what information you share, including Personal Information, in connection with your User Content. Please note that Genius Brands does not control who will have access to the information that you choose to make public, and cannot ensure that parties who have access to such publicly available information will respect your privacy or keep it secure. We are not responsible for the privacy or security of any information that you make publicly available on the Service or what others do with information you share with them on the Service. We are not responsible for the accuracy, use or misuse of any User Content that you disclose or receive from third parties through the Service.

(b) Name and Likeness. We may also publish your name, voice, likeness and other Personal Information that is part of your User Content, and we may use the content, or any portion of the content, for advertising, marketing, publicity and promotional activities. For full terms and conditions regarding User Content you submit to the Service, please review our **Terms of Service**.

5. Do Third-Party Content, Links To Third-Party Sites, and/or Third-Party Apps Appear on the Service?

The Service may contain content that is supplied by a third party, and those third parties may collect Usage Information and your Device Identifier when pages from the Service are served to you. In addition, when you are on the Service you may be directed to other services that are operated and controlled by third parties that we do not control. We are not responsible for the data collection and privacy practices employed by any of these third parties or their services and they may be tracking you across multiple sites and may be sharing the results of that tracking with us and/or others. For example, if you “click” on a link, the “click” may take you off the Service onto a different site. These other sites may associate their Tracking Technologies with you, independently collect data about you, including Personal Information, and may or may not have their own published privacy policies.

Third-party applications may also be available via the Service. The owners of these applications (“**Third-Party Owners**”) may collect Personal Information and other data from you and may have their own policies and practices. We are not responsible for how Third-Party Owners or their applications collect or use your

information and they may be tracking you across multiple sites and may be sharing the results of that tracking with us and/or others. These Third-Party Owners may have their own terms of service, privacy policies or other policies and ask you to agree to the same. We are not responsible for these third-party privacy policies or the practices of Third-Party Owners. Be sure to review any available policies before submitting any personally identifiable information to a third-party application or otherwise interacting with it and exercise caution in connection with these applications. We also encourage you to note when you leave our Service and to review the third-party privacy policies of all third-party locations and exercise caution in connection with them.

6. How Do I Change My Information and Communications Preferences?

You are responsible for maintaining the accuracy of the information you submit to us, such as your contact information provided as part of registration. The Service may allow you to review, correct or update Personal Information you have provided through the Service's registration forms or otherwise, and you may provide registration updates and changes by changing them in your account registration section. If so, we will make good faith efforts to make requested changes in our then active databases as soon as reasonably practicable (but we may retain the prior information as business records). With respect to our mobile and other applications (i.e., when we are the application publisher), you can prospectively stop all collection of information by the application by uninstalling the application. You may use the standard uninstall process as may be available as part of your applicable Device or potentially via the appropriate application or app marketplace. Please note that it is not always possible to completely remove or delete all of your information from our databases and that residual data may remain on backup media or for other reasons. Also, if you have made any public postings on the Service such as in forums or blogs, these communications cannot generally be removed. When you edit your Personal Information or change your preferences on the Service, information that you remove may persist internally for Genius Brands' administrative purposes. You may cancel or modify our e-mail marketing communications you receive from us by following the instructions contained within our promotional e-mails. This will not affect subsequent subscriptions and if your opt-out is limited to certain types of e-mails the opt-out will be so limited. If you subscribe to text messages from us, you can terminate a particular text message subscription by reply texting "STOP." Subsequent or different subscriptions will be unaffected. Please note that we reserve the right to send you certain communications relating to your account or use of our Service, such as administrative and service announcements and these transactional account messages may be unaffected if you choose to opt-out from receiving our marketing communications. If you have any questions about the Privacy Policy or practices described in it, you should contact us in the following ways: Postal Mail: Genius Brands International, Inc., 301 N. Canon Drive, Suite #305, Beverly Hills, CA 90210; By e-mail: By e-mail: info@gnusbrands.com.

7. What About Transfer of Information to the United States?

Our Service is operated in the United States and intended for users located in the United States. If you are located outside of the United States, please be aware that information we collect, including Personal Information, will be transferred to, and processed, stored and used in the United States. The data protection laws in the United States may differ from those of the country in which you are located, and your Personal Information may be subject to access requests from governments, courts, or law enforcement in the United States according to laws of the United States. By using the Service or providing us with any information, you consent to the transfer to, and processing, usage, sharing and storage of your information, including Personal Information, in the United States as set forth in this Privacy Policy.

8. What Should Parents Know About Children?

We are a general audience site directed at parents and teachers. We understand the importance of protecting children's privacy in the interactive world. We do not use the Service to knowingly collect personal information that requires parental notice and consent before collecting under the Children's Online Privacy

Protection Act (“**COPPA**”) from children under the age of thirteen (13). We may provide sections of the Service that are specifically identified as for kids (or something similar), in which case we will treat those sections as directed at children and comply with COPPA, including providing any required notices and obtaining any required consents. Sections not identified as for kids are not appropriate for use by children that are literate and below the age thirteen (13) as these parental and teacher sections of the Service make available functionality that enables users to submit, and for us to collect, personal information as defined by COPPA.

In the event that we become aware that we have collected Personal Information from any child, we will dispose of that information in accordance with COPPA and other applicable laws and regulations. If you are a parent or guardian and you believe that your child under the age of 13 has provided us with personal information without applicable COPPA-required consent, please contact us in the following ways: Postal Mail: Genius Brands International, Inc., 301 N. Canon Drive, Suite #305, Beverly Hills, CA 90210; By e-mail: info@gnusbrands.com.

9. What About Security?

We incorporate commercially reasonable safeguards to help protect and secure your Personal Information. However, no data transmission over the Internet, mobile networks, wireless transmission or electronic storage of information can be guaranteed to be 100% secure. Please note that we cannot ensure the security of any information you transmit to us, and you use our Service and provide us with your information at your own risk.

10. What About Changes to the Privacy Policy?

We reserve the right to change this Privacy Policy at any time. Any changes will be effective immediately upon the posting of the revised Privacy Policy and your use of our Service indicates your consent to the privacy policy posted at the time of use. However, we will not use your previously collected Personal Information in a manner materially different than represented at the time it was collected without your consent. If you have a subscription to a Service, material changes to the Privacy Policy will only become effective with respect to the aspect of that subscription Service at the end of the then current applicable term unless you otherwise consent. To the extent any provision of this Privacy Policy is found by a competent tribunal to be invalid or unenforceable, such provision shall be severed to the extent necessary for the remainder to be valid and enforceable.

//End Privacy Policy//