

# **PRIVACY POLICY**

Last updated: July 6, 2020

[En Espanol](#)

[Your California Consumer Privacy Act Rights](#)

## **WHY DO WE PROVIDE THIS POLICY?**

This Privacy Policy ("**Policy**") applies to your trial, paid, or other subscription to our satellite radio service, our streaming service, and any other service we offer such as traffic, weather (including marine and aviation), data and infotainment (collectively referred to as our "**Service(s)**"). This Policy also applies to any other visit to or use you make of websites operated by or on behalf of Sirius XM, as well as our online media player, our mobile applications, enabled radios as defined below, and any other technology through which our Services can be accessed such as third-party hardware for the home, applications, and radios (collectively, the "**Sites**").

This Policy provides you with information about what data is collected by Sirius XM Radio Inc. ("**Sirius XM**", "**us**" or "**we**") when you visit the Sites to use our Services, including in your vehicle, or when you purchase products from us or our agents. When you visit other websites not owned or operated by Sirius XM you may see advertisements for our products and services such as "banner" ads. If you interact with those ads, you will be governed by this Policy.

This Policy has been made available in Spanish. Due to minor differences in language, the English version shall prevail and be binding even though a Spanish translation is available.

## **SUMMARY: WHAT INFORMATION IS COVERED AND NOT COVERED BY THIS POLICY?**

Covered: The types of information we collect and share depend on the particular product or service we provide to you. This information can include:

- information we collect through the use of particular products or services and technology;
- information you voluntarily choose to disclose to us, such as your name, address, telephone number, email address, and credit card information;
- information we receive through your use of social media and our linked social media applications;
- information we receive through your use of our streaming service on an Internet-enabled device or through the use of certain Sirius XM radios which are enabled for two-way communications through a modem installed in the vehicle, such as 360L radios ("**enabled radios**"); and
- supplemental information we may obtain from other sources about you.

Not Covered: Collection, sharing and use of information by or provided to any of Sirius XM's subsidiaries is governed by the privacy policy for that respective subsidiary. (1) To the extent you own or operate a vehicle capable of Connected Vehicle Services offered under a Sirius XM brand or provided by Sirius XM Connected Vehicle Services Inc. such as SiriusXM Guardian, such Connected Vehicle Services may also collect and use personal information about you and your vehicle ("**CVS Collected Information**"). Such Connected Vehicle Services operate independently of your Sirius XM radio or data service subscription and hardware, and are governed by their own privacy policies. CVS Collected Information is not covered under this Policy. Please see your vehicle's owner manual or the privacy policy of the respective Connected Vehicle Services program for more information about their data collection and use practices. (2) To the extent you use or subscribe to Pandora® streaming services or interact with events or other services provided by Pandora Media LLC ("**Pandora**"), information that Pandora collects and uses, shares or sells, is not covered under this Policy. Please see Pandora's privacy policy, available at [www.pandora.com/privacy](http://www.pandora.com/privacy), for more information about Pandora's data collection and use practices.

Here is a summary of various reasons why we may share your information and whether you can limit this sharing. Please read the complete Policy for full details of our collection, use and sharing practices.

## **HOW IS INFORMATION SHARED?**

We share your information as needed to conduct our business.

**For our everyday business purposes** -- to provide customer service, maintenance, or other business functions to or for the Services or the Sites, to provide you with Services or with other services through our affiliates; to help personalize your listening, driving or operating experience; for sales, billing, operations, invoicing, bookkeeping, service and account-related emails, postal mail, and telephone calls; to perform customer research, to improve existing products or services or develop new ones. **DO WE SHARE?** Yes. **CAN YOU REQUEST THAT WE STOP SHARING?** No, you cannot stop this sharing.

**For our own marketing purposes** – to offer extensions of service, new products or services; to send information on special deals, promotions, or information which we think may interest you; to perform market research; to serve advertisements of SiriusXM products and Services. **DO WE SHARE?** Yes. **CAN YOU REQUEST THAT WE STOP SHARING?** No, you cannot stop this sharing, but you can tell us your preferred contact preferences.

**For joint marketing with select content providers, retail outlets, or for third party offers** – to offer opportunities or information; send information on products, services, or opportunities from our agents, such as automakers or retailers of satellite radios, or for other vehicle services. **DO WE SHARE?** Yes, we may share. **CAN YOU REQUEST THAT WE STOP SHARING?** Yes, you can stop this sharing.

**For third party advertising** – to provide third party advertisements tailored to your interests on websites or applications operated by Sirius XM; or to monitor and control ad delivery, performance and frequency. **DO WE SHARE?** Yes, we may share. **CAN YOU REQUEST THAT WE STOP SHARING?** You may have the ability to limit the information shared for third party advertising. Please see the section on “Cookies” below and [Your California Consumer Privacy Rights](#), where applicable.

## YOUR CHOICES TO LIMIT OUR USE AND SHARING OF YOUR INFORMATION

### Your postal address and email address:

- Go online at <http://www.siriusxm.com/contactus> and follow the instructions.
- Call us at 1-888-539-SIRIUS (1-888-539-7474) or 1-800-XM-RADIO (1-800-967-2346)
- “Do Not Email” Requests: Follow the instructions included at the bottom of each marketing email or newsletter, or go to the Sirius XM Newsletter Preference Center at [www.siriusxm.com/emailpreferences](http://www.siriusxm.com/emailpreferences).
- “Do not Mail” Requests” must be renewed every three (3) years if you prefer not to receive marketing mail.

### Your choices not to be tracked online (“tracking”):

Our Sites do not currently respond to your web browser “Tools” to not track your activities online. There are other methods you can use to tell us and third party online advertising networks about your online tracking choices. You may opt out of how companies unaffiliated with us (see list [here](#) at [www.siriusxm.com/youradchoices](http://www.siriusxm.com/youradchoices)) use tracking tools and collect your information while visiting our Sites by visiting each of their privacy policies and following instructions there. You can also use two tools available by the Digital Advertising Alliance to register your choices about the collection and use of your data on mobile sites and across sites and applications for online targeted advertising by visiting: <http://www.aboutads.info/choices/> and <http://www.aboutads.info/appchoices>.

### Your choices not to be tracked as you use our Service:

At this time, you may not disable the collection of Listener Usage Data or Vehicle Radio Usage from your use of our online media player, our mobile applications, and enabled radios. You also cannot restrict the collection of your IP address (your “**rough location**”). You may not disable our collection of the pseudonymous mobile device ID for your mobile device; however, you may be able to reset and change your mobile device ID at your discretion through settings located on your own mobile device. Please refer to information provided to you by your mobile device manufacturer.

### Your choices not to be located as you use our Service through your enabled radio:

If you are using an enabled radio to receive Services, the geo-location tools on your enabled radio, identifying your latitude and longitude (your “**fine location**”), may be disabled through your radio’s SiriusXM System Settings. By choosing “LISTEN NOW,” “PROCEED TO USE,” or similar, you consent to Sirius XM having access to your fine location until you take action to disable the geo-location tools. If you disable the geo-location tools and continue to use our Traffic, Travel Link and related Services while driving, we will be unable to provide you with the optimal functionality of these Services. Radios other than enabled radios do not identify or transmit the fine location of your vehicle.

### Your telephone number (for telemarketing sales calls):

“Do Not Call” Requests: You may add yourself to our “do not call” list by calling 1-866-303-5603. If a calling campaign is in process, you may continue to be contacted while your request is processed, so please allow up to thirty days for your request to take effect. We may have more than one telephone number for you or your family members, so please be specific as to which numbers you are directing us to not call. Regardless of the fact that your numbers may be listed in our records as “do not call,” we may still use the number(s) to call you for service and account-related matters. You can read more about our “do not call” policy at <http://www.siriusxm.com/donotcall>.

## RIGHTS & CHOICES AVAILABLE TO RESIDENTS OF CERTAIN STATES

### California Residents:

**Your rights to opt-out of the potential sale of your personal information:** Your personal information may be sold (as each term is defined under California Civil Code § 1798) by Sirius XM to other businesses for their own marketing purposes, or in exchange for some form of consideration to our business. If you are a resident of California, you have the right to tell us, at any time, not to sell your personal information, to the extent that we do so. To opt out of the sale of your personal information, visit "[Do Not Sell My Info.](#)" Additionally, under California Civil Code § 1798.130, you are entitled to certain disclosures, which can be viewed [here](#).

**Third party marketing:** Under California Civil Code § 1798.83, California residents may request certain information about categories of personal information shared by Sirius XM with unaffiliated third parties for those parties' own marketing purposes during the previous calendar year and the names of such parties. Sirius XM does not share your personal information (as defined under this section) with third parties for their direct marketing purposes unless you specifically opt-in, or are offered the opportunity to opt-out at the time you provide personal information or request a Services and elect not to opt-out. To make a request under § 1798.83 to Sirius XM, please write to: Sirius XM, Attn: Legal Department - CA Privacy Request, 1221 Avenue of the Americas, 11th Floor, New York, NY 10104. Requests that come to Sirius XM by other means may result in a delayed response.

### Nevada Residents:

If you are a resident of Nevada, you may apply limits to the sale of certain personal information to third parties for resale or licensing purposes, subject to applicable law. Sirius XM does not "sell" (as defined under Nevada Revised Statutes Chapter 603A) your personal information for any use. You are entitled to register your preference for limits on such sales in the future by sending an email to [privacy@siriusxm.com](mailto:privacy@siriusxm.com), with the subject line, "Nevada Do Not Sell Request" along with your first and last name, zip code, and whether you are a former or current Sirius XM subscriber. If you are a former or current Sirius XM subscriber, in order to process your request, your email address must match the email address on your account.

### Your personal information should be kept current:

You are responsible for keeping your contact information current and accurate. If for any reason you are concerned that the personal information we have for you is not correct, or if you wish to change or update any information, go to Sirius XM Listener Care online at <http://www.siriusxm.com/contactus>, to log into your account and manage it there. If you are unable to manage your own account online, please call us at 1-888-539-SIRIUS (1-888-539-7474) or 1-800-XM-RADIO (1-800-967-2346).

## E.U. RESIDENTS

The Sirius XM Site and Service are intended for use and viewing by trial and paid subscribers who are residents of the United States only. We do not intend to collect, and we do not knowingly store personal information from consumers or users who are residents of countries outside of the United States. We may collect anonymous information associated with a device in order to limit territorial distribution of our Services, but do not associate such information with a device owner or residency of any particular country.

## PRIVACY COMPLAINTS

Your privacy concerns are important to us. All privacy-related complaints should be made first, through our internal complaint resolution process by submitting a written complaint via direct mail to:

Chief Privacy Officer  
Sirius XM Radio Inc.  
8550 Freeport Parkway  
Irving, Texas 75063  
Or via email to: [privacy@siriusxm.com](mailto:privacy@siriusxm.com)

Sensitive, personal information should not be sent via email.

## THAT WAS THE SUMMARY. NOW HERE ARE THE DETAILS:

Sirius XM collects, uses, sources and shares information from and about you, including personal and pseudonymous information. The collection, use, sources, and sharing of personal and other information are described in this policy. Please see below for additional provisions, as required under the consumer privacy law of your state.

## Your Privacy Rights Under State Laws

### California Residents:

*Your rights under Cal. Civ. Code § 1798.83 (Shine the Light law):* We only share personal information (as defined under the Shine the Light Law) with third parties for their direct marketing purposes if you either specifically opt-in, or are offered the opportunity to opt-out and elect not to opt-out of such sharing at the time you provide personal information or when you choose to participate in a feature on the Service. If you do not opt-in or if you opt-out at that time, we will not share your personal information with that identified third party for direct marketing purposes. You may request certain information about categories of personal information shared by Sirius XM with unaffiliated third parties for those parties' own marketing purposes during the previous calendar year and the names of such parties. To make your request to Sirius XM, please write to: Sirius XM, Attn: Legal Department - CA Privacy Request, 1221 Avenue of the Americas, 11th Floor, New York, NY 10104. Requests that come to Sirius XM by other means may result in a delayed response.

*Your rights under Cal. Bus. & Prof. Code § 22575(b) ("Do Not Track" Browser Settings):* You are entitled to know how we respond to "Do Not Track" browser settings. Like many other websites and online services, we do not currently alter our practices when we receive Do Not Track signals as there is no consensus among industry participants as to what "Do Not Track" means in this context. To find out more about "Do Not Track," you may wish to visit [www.allaboutdnt.com/](http://www.allaboutdnt.com/).

*Your rights under the California Consumer Privacy Act of 2018 (CCPA):* If you are a resident of California, the CCPA requires that we provide certain information about your rights and personal information we collect, sell, and disclose as defined under the CCPA. To view this information, visit [Your California Consumer Privacy Act Rights](#).

### Nevada Residents:

*Your rights under Nevada Revised Statutes Chapter 603A.* If you are a resident of Nevada, you may apply limits to the sale of certain personal information to third parties for their resale or licensing purposes, subject to applicable law. Sirius XM does not "sell" your personal information (as defined under Nevada Revised Statutes Chapter 603A). You are entitled to register your preference for limits on such sales in the future by sending an email to [privacy@siriusxm.com](mailto:privacy@siriusxm.com), with the subject line, "Nevada Do Not Sell Request" along with your first and last name, zip code, and whether you are a former or current Sirius XM subscriber. If you are a former or current Sirius XM subscriber, in order to process your request, your email address must match the email address on your account.

## How does Sirius XM collect my information?

**Personal Information.** We collect information you provide to us when you begin the process to purchase products from us (even when you abandon the transaction) and when you subscribe to and/or use our Service through any Sites available to do so. This information will be maintained for our records, which will enable you to manage your own accounts and subscriptions in our Online Account Center, and place future purchases without the need to re-enter the information. We may receive personal information such as your name, address, email address, and/or phone number from an automaker or dealer in connection with your purchase of a vehicle with an introductory or trial subscription to the Service. We may also receive your name and email address from other sources associated with your vehicle.

From your use of social media applications linked to our Sites, linked to our media player or linked to our mobile applications, we may also receive your personal information or social media identifier, along with your email address, profile information, interests, likes, and/or other information which the social media platform or we will specify in advance at the location of collection.

**The Sites may also offer interactive services, such as chat, forums and message boards. Please remember that any information that you disclose in these areas becomes public information, and you should exercise caution when deciding to disclose personal information in these areas. Your use of the interactive services on our Sites are subject to this Policy.**

**Your Voice.** We may make a record of voice interactions ("voice transcript") when listeners use a voice feature with our service. We collect and retain voice transcript data in these instances for processing purposes to understand the listener's query or intent ("voice query") and to return the right experience. You cannot access voice transcripts of voice queries.

Access is limited to the product and engineering employees who require access to voice transcripts for business purposes including debugging to improve the listener experience of making voice queries and to learn more about the resulting action taken by listeners following voice queries.

If we make a voice transcript of your voice queries, we may use voice recognition technology owned by Google to process voice requests and text-to-speech. We share this voice data only with Google and only as described here. Google returns the results back to Sirius XM to provide the content or take the action you have requested. We and Google may also collect and use voice data for the purposes set forth in our respective privacy policies, including quality assurance and to optimize the product and user experience. For more information, please review the [Google Privacy Policy](#) and this Policy in detail.

**Pseudonymous Information.** We automatically receive certain types of information whenever you interact with us through an Internet browser, your mobile device, or through your vehicle's enabled radio. This information is pseudonymous in that it is associated with unique identifiers that cannot identify you directly without the addition of other information to make it personal information. We may collect information on your interactions with our Sites and the Services through pseudonymous identifiers assigned to your computer or mobile device, and may track your interactions with Sites, your use of social media applications to access our Sites, access times and listening behavior, such as the pages you view on the Sites, the search terms you enter while on our Sites, your IP address (your rough location), the operating system, browser software and Internet service provider you use, and your fine location.

We may receive pseudonymous information about your interactions with the content you listen to or watch from Internet-enabled technology you use to access our Services ("**Listener Usage Data**"). If your vehicle has an enabled radio, Sirius XM and our third-party service providers will collect Listener Usage Data and other data regarding use of an enabled radio ("**Vehicle Radio Usage Data**"). We are unable to stop the collection of Listener Usage Data or Vehicle Radio Usage from enabled radios. Pseudonymous information may include either rough or fine location information. Please see **Location and Usage Data – Notice and Collection** for more information. We are unable to provide the ability to access, stop the collection of, or to delete the Listener Usage Data or Vehicle Radio Usage Data which we collect from devices that are disassociated from a trial or paying subscriber, or when you are using our Service during our "free listening" periods. If you have a SiriusXM account, we may match your personal information to your Listener Usage Data or Vehicle Radio Usage Data to enhance your profile, at which time your Listener Usage Data is no longer pseudonymous and is handled as personal information.

When you set the "Incognito" mode in our mobile applications for streaming, we will continue to collect your Listener Usage Data for your "app" experience; but we will not use it for our marketing purposes and will not share it for marketing purposes.

We use "cookie" and "cookie"-like features of major browser applications and other data capture mechanisms that allow us to store pseudonymous data about your visit to the Sites and your use of social media applications to access our Sites. Please see our **Cookies** section below for more information.

**Supplemental Information.** We may supplement the information you provide to us, or which we may obtain from your use of our Service -- both personal and pseudonymous -- by acquiring demographic and marketing information from third parties, including marketing data providers and advertising entities. We may match such third party information to your personal information, and use it to improve the content of the Sites or our Service or to inform you about products or services that we think will be of interest to you, and for targeted advertising. Some of this information may include: your gender, age, marital status, education and occupation; your telephone number, email address, mailing address; your household size and income; the number of drivers in your household; the make, model and age of your car; the make, model and features of your car audio system; whether you own or lease your car; information about your commute and the amount of time you spend driving; and your favorite musicians and types of music.

#### **How does Sirius XM use and share my personal information?**

**Our Use.** We use personal and pseudonymous information we collect about you for our business purposes including to (i) provide and improve the Sites and our Service, (ii) enforce our Customer Agreement and our Website Terms of Use, (iii) offer you extensions of service, or new products and services, (iv) send you, or serve to you online, information on products, services, special deals, promotions, or information which we think may interest you, (v) perform market research and (vi) deliver and monitor performance of behavioral or targeted advertising.

We use information we collect from our Service and from the Sites to administer the Sites, improve our goods and our Service, determine how our Service, the Sites, and your vehicle's enabled radio are being used, to identify, diagnose and address technical issues affecting the Services, identify popular areas of the Sites and analyze trends and usage patterns of the Service and the Sites. We also may use your information for various reasons, including to gauge the effectiveness of our

social media efforts and applications, of our media player or mobile applications, other Sites, to track information for statistical purposes, to personalize your listening experience, and to improve the products and services we provide. If you use the Services through an enabled radio in your vehicle, we may use the location of your vehicle over time to identify signal reception or other technical issues with the Services, or to better predict and support your traffic patterns and provide suggestions for improved routing. See also “**Location & Usage Data – Notice & Choice**” below.

We may also use information we collect from geo-location tools on your computer, mobile device, or on your vehicle’s enabled radio to respond to your requests for information and to tailor our Service and our communications. This may include our sending you short text messages on your smartphone or other mobile device if you give us your express consent to receive them.

**Telephone:** By registering on the Sites or by subscribing to our Service, and providing your telephone number, or by purchasing or leasing a vehicle with our Service included, you agree that this action constitutes an existing business relationship with us for purposes of all telemarketing laws. Notwithstanding the fact that your home telephone and/or mobile telephone number may be listed with the Federal Do-Not-Call Registry or your local State Do-Not-Call list, we may contact you pursuant to this existing business relationship using the information you provided to us, or which we obtained to supplement information you provided to us. You must tell us directly if you do not wish to receive calls at a particular phone number. We may contact you by telephone, except as may be prohibited by applicable law. We will not contact you by the use of a prerecorded telephone message with a commercial solicitation unless we have your prior express written or recorded consent, as required by Federal law, or unless it is for the delivery of an important Service-related or account-related announcement. We may send you text messages if you have expressly agreed to receive them, even though charges may apply from your telecommunications provider, and to ensure we comply with applicable laws.

**Email:** We may also send you information or offers from time to time to the email address we have on file. We will continue to send important Service-related or account-related notifications to your email address, even if you tell us that you do not wish to receive marketing emails from us.

**Mail:** We may also send you information or offers from time to time to the postal address we have on file. “Do Not Mail” requests must be renewed with us every three (3) years if you prefer not to receive marketing mail. We will continue to send important Service-related or account-related notifications to your postal address, even if you tell us that you do not wish to receive marketing mail from us.

**On Air:** If you provide us with information when you request that a song or other content be played on our Service, we may use the information you provide in accordance with this Policy, including to announce your name and request on the air.

**Promotions:** If you provide your name for a promotional offer or to enter a sweepstakes or contest, and win a prize, we may post your name on a winner’s list online, and will file your name with state agencies if required by law.

**Service providers.** We work with third party vendors to perform functions on our or your behalf, as service providers. Our service providers may be allowed access to your personal information to perform their functions, but may not use it for other purposes. We use a third party service provider to payments process using your credit card information (or make appropriate adjustments to such payments) for any paid products and services you have authorized. We do not supply your credit card information to any third party, except as necessary to process and service a transaction.

**Affiliates.** We may share personal and pseudonymous information with our affiliates to develop and improve our Services and their services to you and for marketing their products and services that may be of interest to you.

**Third Party Offers.** We may share personal information and demographic information about you with third parties that may use the information to send you offers or other information we think you might find of interest. They may use your email address, postal address, or telephone number. You may opt-out of our sharing your information for third-party offers.

**Advertising.** We use and share your pseudonymous information with ad servers and platforms, advertising agencies and other advertising entities to serve ads on the Sites, in the context of the Services and on third party websites. Please see the section **Cookies** below for more information on the technology that may be employed by us in our advertising to you and by third party advertisers on our Sites. The information collected or shared with ad-serving technology is used as part of the ad-serving process for reporting, and to select and direct the ads you see online at the Sites or delivered through the Service, and does not contain your name, address, telephone number or email address.

**Other Uses.** We may use your personal information to contact you about our Service, or for other purposes in which you have expressed an interest.



**Service Related Announcements.** We may also provide you with service and account-related announcements. For instance, if our service is temporarily suspended for maintenance or the delivery of a service or product is delayed, or if there is an issue with a product or service you might have ordered we might send you an email, or other message. Notwithstanding the fact that your home telephone and/or mobile telephone number may be listed with the Federal Do-Not-Call Registry, or your local State Do-Not-Call list, we may use the information you provided to us for service and account-related announcements. You may not opt-out of these non-promotional communications related to your subscriptions or order. If you do not wish to receive these communications, you have the option to cancel your subscription or order by contacting us.

**Exceptional Circumstances.** If Sirius XM or any of its subsidiaries is sold or disposed of as a going concern, whether by merger, sale of assets or otherwise, the relevant databases of Sirius XM could, in whole or in part, be transferred as part of that transaction. Therefore, information about our subscribers, users of the Sites and our Service, including personal information, may be disclosed as part of any merger or acquisition, creation of a separate business to provide the Sites or our Service, or sale of our company assets, as well as in the event of an insolvency, bankruptcy or receivership in which personal information may be transferred as one of the business assets of the company.

We may release personal information if required to do so by law or in the good-faith belief that disclosure is necessary (a) to conform to any applicable law to comply with legal process served on us, or to respond to a valid and legally authorized request by law enforcement or governmental authorities; (b) to enforce our Customer Agreement and our Website Terms of Use, including any investigation of potential violations thereof; (c) to protect or defend our rights or property, or the rights or property of our employees, agents, contractors or other users of the Service or Sites; or (d) to act under exigent circumstances to protect the personal safety of users of our Service or the Sites or the public.

### **How does Sirius XM protect my personal information?**

The Sites have security in place that is designed to protect your information. When you provide personal information from your vehicle, your personal information, including credit card number, telephone number and email address are not stored in the vehicle. We use a combination of security measures to safeguard the confidentiality of the personal information you provide us. We have security procedures for the storage and disclosure of personal information, which you have given us in order to prevent unauthorized access. However, no method of transmission over the Internet, or method of electronic storage, is 100% secure, and it may be possible for third parties to intercept or access information unlawfully. We cannot guarantee the security of your or any other person's information.

The Sites may contain links to other websites. Keep in mind that we do not control, and are not responsible for, the privacy or security practices or the content of these other websites.

We may retain your personal information after you unsubscribe for purposes of internal account management, to resolve disputes, enforce our Customer Agreement and our Website Terms of Use, technical and legal requirements and constraints related to the security, integrity and operation of the Sites and the Service. We may also retain your personal information to assist us and you with your next subscription and customer experience or to develop or enhance our Services.

WE ASSUME NO RESPONSIBILITY OR LIABILITY WITH REGARD TO ANY THEFT, LOSS, ALTERATION OR MISUSE OF PERSONAL INFORMATION OR OTHER INFORMATION WHICH WE LAWFULLY PROVIDE TO THIRD PARTIES, OR WITH REGARD TO THE FAILURE OF ANY THIRD PARTY TO ABIDE BY THIS PRIVACY POLICY OR ANY AGREEMENT BETWEEN THAT THIRD PARTY AND SIRIUS XM OR YOU. Please refer to our Customer Agreement and our Website Terms of Use for additional Disclaimers of Warranties and Limitations on Liability.

### **What happens when I limit sharing for an account I hold with someone else?**

Your privacy preferences will be applied to all other persons sharing the same account information.

### **I use Twitter. What should I know about specifically, when I engage with Twitter while in the SiriusXM app or streaming online?**

If you use Twitter, you are bound by the Twitter Terms of Service located at <http://twitter.com/tos> ("Twitter TOS"). If you use Twitter while you are using our technology and streaming services, we expect you to be in full compliance with the <http://twitter.com/tos> ("Twitter TOS"). If our Internet Radio service ("streaming"), our streaming applications, or other technology allow you to create content or post content to the Twitter service, then you will be bound by the Twitter privacy policy located at <http://twitter.com/privacy> ("Twitter Privacy Policy"), and the Twitter Rules located at <http://twitter.com/rules> ("Twitter Rules"). If Twitter determines that you are not in compliance with the Twitter TOS, Twitter Rules or Twitter Privacy Policy, or you are using Twitter in a manner that is otherwise harmful to the content, to Twitter or its licensors or users, or their reputations, then Twitter will notify us and require us immediately to terminate your access to and

continued retention of Twitter data and we will remove it, or temporarily block your access to our service while we address the issue.

**I use other interactive Services. What should I know about specifically, when I interact with these Sites while in the SiriusXM app or streaming online?**

**Interactive Services:** We are not responsible for material submitted to us or posted to the Sites by users (“**user content**”). We have no obligation to pre-screen, monitor, review or edit any user content. We, or our designees, have the right (but not the obligation) in our sole discretion to refuse or remove any user content that, in our judgment, does not comply with this Policy or is otherwise undesirable, inappropriate or inaccurate. User content you view, submit or post is at your own discretion and risk, including any reliance on the accuracy, completeness, or usefulness of such user content. User content does not necessarily reflect the views of Sirius XM. We may preserve user content and may disclose user content if required to do so by law or in the good faith belief that such disclosure is reasonably necessary to (i) comply with legal process; (ii) enforce our Customer Agreement and our Website Terms of Use; (iii) respond to claims that any user content violates the rights of third parties; or (iv) protect the rights, property, or personal safety of Sirius XM, our users or the public.

You agree not to post user content which is harassing, abusive, vulgar, hateful, defamatory, sexually explicit, inflammatory, profane, racially or ethnically objectionable, religious or political, or that encourages inappropriate or unlawful conduct or imposes an unreasonable or disproportionately large load on the Sites or otherwise interferes with the Sites or infringes the rights of any third party. We may, at our sole discretion, immediately terminate your access to the Sites should your conduct fail to conform to this agreement. We do not solicit nor do we wish to receive any confidential, secret or proprietary information or other material through the Sites or mail, or in any other way. Any user content posted on the Sites or material submitted or sent to us will not be confidential or secret. By posting user content, or sending any other material to us (“**material**”), you represent and warrant that the material is original to you and that no other party has any rights to the material and you grant us the royalty-free, unrestricted, worldwide, perpetual, irrevocable, non-exclusive and fully sub-licensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such material (in whole or part), including any information, suggestions, ideas, drawings or concepts contained in such material, worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed. You are and will remain responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of such material.

**OTHER IMPORTANT INFORMATION:**

**COOKIES**

We and our service providers collect and store information about usage of the Sites and Services through cookies, log files and other tracking technology. Session ID cookies are essential to monitoring the performance of, maintaining security, and making it possible for you to navigate the Sites. A session ID cookie expires when you close your browser and does not reactivate. We use persistent cookies to differentiate users of the Sites, to conduct research, to customize the content of certain sections of the Sites and to enable us to enhance and personalize the Sites and the Services to the interests of users. A persistent cookie remains on your device for a period of time. You can remove persistent cookies by following directions provided in your Internet browser's “help” file. Deletion of these types of cookies may result in reduced functionality of the Sites and the Services.

We use service providers to serve ads on our behalf across the Internet, including on third party websites. We may also serve online targeted advertising on our own behalf. We or our service providers may collect information related to advertising through the use of pixel tags or cookies. The information collected through this technology is pseudonymous and does not identify you as a particular person. This information is used as part of the ad-serving process for reporting, and to select and direct the ads you see online. You may find more information about this practice and to know your choices about not having this pseudonymous information used by third-party service providers at [www.networkadvertising.org/choices](http://www.networkadvertising.org/choices).

**“Do Not Track” Settings.**

Some third party advertising entities may place cookies, tags, and other electronic tracking methods on your device to collect pseudonymous information, and then may use information about your visits to the Sites and other websites in order to provide ads on the Sites about products and services that may be of interest to you. Our Sites do not currently respond to web browser settings for “Do Not Track.” There are other methods you can use to tell us and third party online advertising networks about your online tracking choices. Since we use the standard “privacy” feature of major browser applications to store data about your visit to the Sites, you may configure your browser to allow cookies to be set on your computer only to the level of your comfort. If you reject all cookies, you may not be able to use certain features of the Sites, including setting your favorite channels, storing items in your shopping cart, or entering sweepstakes or contests. YOU MAY OPT OUT OF HOW COMPANIES UNAFFILIATED WITH US (SEE LIST [HERE](http://WWW.SIRIUSXM.COM/YOURADCHOICES) AT WWW.SIRIUSXM.COM/YOURADCHOICES) USE TRACKING



TOOLS AND COLLECT YOUR INFORMATION WHILE VISITING OUR SITES BY VISITING EACH OF THEIR PRIVACY POLICIES AND FOLLOWING INSTRUCTIONS THERE.

We also use outside ad-serving companies to serve ads to you when you interact with one of the location-based services used by retailers or our advertising agents recognized by your mobile device, such as in a retail store which sells satellite radios. The information that such agents collect and share with us is pseudonymous.

#### **Internet-enabled devices: HTML5 Cookies.**

Sirius XM may use HTML5 or "Media Stamp" technology provided by Ringleader Digital, a form of information collection that is locally stored on your device and does not rely on traditional browser cookies. HTML5 is used as a substitute for traditional cookies that often do not function well on mobile devices and may follow a user across websites. Please see your device's browser's help function or support area about your choices to clear such locally stored cookies.

#### **"TRACKING" YOUR ACTIVITIES ACROSS DEVICES AND APPS**

We receive Listener Usage Data automatically from Internet-enabled devices. If you have a Sirius XM account, we may match the Listener Usage Data we receive to the device or devices associated with your account and thereby with you or your household. We use this personal information along with cookie information to enhance our services and your experience with the Services, for troubleshooting and research, and for Sirius XM and third party targeted advertising. You may use multiple devices to access our Service, such as a vehicle's enabled radio, a smartphone, a personal computer at home, a tablet, a wearable device, or a television. More than one device can be associated with you as a user or with your household. **Your choice of "do not track" must be exercised on each device separately.** Completing the opt-out process on one device will not cause you to be opted out of targeted advertising collection and use on other devices attributed to you or your family. Mobile app opt-outs do not affect cookie-based data, while browser-based opt-outs do not affect mobile app and cross-app data. Also, mobile app opt-outs are limited to a specific device, while browser-based opt-outs are limited to a specific browser. In addition, choice mechanisms may be presented to you, as you move about the web, but they will be limited to the companies participating in any particular program.

The Digital Advertising Alliance ("DAA") makes tools available for consumers to register their choices not to be tracked by participating advertising networks or companies in the collection and use of your online activities. These are (1) The DAA [Consumer Choice Page for Mobile Web](http://www.aboutads.info/choices/) (at <http://www.aboutads.info/choices/>) and (2) DAA [AppChoices](http://www.aboutads.info/appchoices/) (at <http://www.aboutads.info/appchoices/>), which is a mobile app that allows you to opt out of the collection and use of cross-app data, other than for permitted uses, by listed third-party AppChoices participants. You have the ability to opt out of mobile-app targeted advertising ads from any or all of the listed participating advertising networks. You can download the free mobile app from an app store available on your mobile platform.

**DISCLAIMER:** WE DISCLAIM ALL RESPONSIBILITY AND LIABILITY ASSOCIATED WITH AND RELATED TO THE ACCURACY, AVAILABILITY, FUNCTIONALITY AND RELIABILITY OF THIRD-PARTY NOTICES AND CHOICE MECHANISMS. WE EXPRESSLY DISCLAIM RESPONSIBILITY FOR THE ACTS AND NONCOMPLIANCE OF OTHERS.

#### **CAMERAS, MICROPHONES**

##### **Internet-enabled Devices: Adobe Flash Player Access to Camera and Microphone, if you use Internet Explorer.**

If you stream our Service on our online media player while using the Internet Explorer browser, it will use Macromedia's Adobe Flash Player. In the Adobe Flash Player Global Privacy Settings menu is a cautionary statement that we may have access to the camera and microphone of your Internet-enabled device. The Flash Player advises you that websites such as ours must ask your permission before using your camera or microphone. Sirius XM does not access or use your camera or microphone, even if you select "Allow" in the Adobe Flash Player settings.

#### **LOCATION & USAGE DATA – NOTICE & CHOICE:**

If you access the Services through an Internet-enabled device with geo-location capabilities, including certain Sirius XM radios which are enabled radios, or permit another person to do so, we automatically collect Listener Usage Data and Vehicle Radio Usage Data, where applicable, about your use of the Services, which may include your fine or rough location.

### **Your fine location:**

The geo-location tools on your enabled radio identifying your fine location allow us to provide a number of features in our Service for your benefit. Your use of the features may be viewed and collected by us, to help personalize your experience with our Service. We may maintain your fine location and rough location in our databases, so that over time we can better predict and support your traffic patterns, and provide suggestions for improved routing, among other things. The geo-location tools in your enabled radio may be disabled in your radio's SiriusXM System Settings.

If your enabled radio has geo-location tools, we will provide you with a notice at the Welcome Screen prior to your first use. By choosing "LISTEN NOW," "PROCEED TO USE," or similar, you consent to us having access to your fine location until you take action to disable the geo-location tools. If you disable location tools and continue to use our Traffic, Travel Link and related Services while driving, we will be unable to provide you with the optimal functionality of these Services.

### **Your rough location:**

For Internet-enabled devices, our Service will automatically collect and we will receive information on your device's rough location, and we may use it to comply with our contractual arrangements which restrict our sending certain programming channels outside of defined areas, such as when you want to listen to our streaming service while in another country. We may also use your rough location to provide infotainment services to your vehicle if you use such services. You may not disable our collection of your rough location.

### **Your uses of our Service:**

We may share your location and usage data with our affiliates who may use the data for research, analysis, and product development, or for other business purposes. You may not disable the collection of Listener UsageData or Vehicle Radio Usage.

### **Using the Service Outside the United States:**

If we receive information on your device's location indicating that you are outside the United States, we may block your access to our Service from that device.

You may have the power to take control of how your telecommunications provider and providers of "applications" on your mobile device track your rough location. However, Sirius XM must track that you are attempting to use our Service while you are outside of the United States and from a mobile device. You cannot restrict the collection of your IP address. When you are outside the United States, we will use it only to allow or deny access to geo-restricted content within our Service. If you disable the geo-location tools on your device and no other method of determining your location is available to us to determine that you are within our Service, then you will not have access to the geographically restricted channels on your Internet-enabled devices regardless of your location.

### **QR Codes:**

We may also collect information about you whenever you deliberately interact with one of our ads containing a quick response ("QR") code, follow instructions to send a text, visit a URL, or when you otherwise interact with our agents' location-based services through retail store visits or through your smartphone or other Internet-enabled device (referred to here as "Interactive Responses"). When you use Interactive Responses, our retailer and advertising agents will know that you're interested in receiving information about us, and they may send you ads and offers about our hardware and services.

### **GIVEAWAY PROMOTIONS OR SURVEYS.**

From time to time we may provide you the opportunity to participate in a sweepstakes, contest, in-studio event, giveaway, survey, or other promotion, which might be sponsored or conducted by Sirius XM or third parties. If you participate, we will request certain personal information from you. Participation in these promotions is voluntary and you will have a choice whether or not to disclose this information. Except as explained otherwise in the Official Rules for a particular promotion, any personal information you provide will be used in accordance with this Policy. If there is a third party involved, please make sure to review their privacy policy. In addition, from time to time you may be able to participate in our surveys to help us improve our Service. **DO YOU COLLECT INFORMATION ABOUT CHILDREN?**

We do not intend to and do not knowingly collect information from children. You must be at least eighteen (18) years old to purchase a subscription to our Service, to register online for our Service, or to participate in our games, contests, and

promotions. If you are a minor (under the age of 18), please do not submit any personal information to us. Absent verifiable parental consent, we do not knowingly collect, maintain, or sell products or services to people under the age of 18 or use personal information from the Sites or our Service about children under the age of 18. However, if a child who we know to be under the age of 18 sends personal information to us online, we may use that information to notify that child's parents or seek verifiable parental consent to further interact with that child.

## **GOVERNING LAW.**

We control and operate the Sites from the United States. The Sites are not intended to subject us to the laws or jurisdiction of any state, country or territory other than that of the United States. We do not represent or warrant that the Sites are appropriate for use in any particular jurisdiction. Those who choose to access the Sites or use our Service do so at their own initiative and are responsible for complying with all applicable laws, rules and regulations. The interpretation and enforcement of this Policy shall be governed by the rules and regulations of the State of New York and other applicable United States federal laws.

**SIRIUS XM RADIO IS CONTROLLED AND OPERATED FROM THE UNITED STATES. THE SITES AND SERVICE ARE INTENDED FOR USE AND VIEWING IN THE UNITED STATES ONLY AND BY U.S. RESIDENTS ONLY. ACCORDINGLY, THIS POLICY, AND OUR COLLECTION, USE AND DISCLOSURE OF YOUR PERSONAL INFORMATION, IS GOVERNED BY U.S. LAW. IF YOU ACCESS OR PROVIDE INFORMATION TO THE SITES OR OUR SERVICE FROM OUTSIDE THE UNITED STATES, YOU UNDERSTAND AND AGREE TO THE COLLECTION, PROCESSING AND USE OF SUCH INFORMATION IN THE UNITED STATES BY SIRIUS XM AND ITS AGENTS. WE DO NOT INTEND TO COLLECT OR STORE PERSONAL INFORMATION FROM CONSUMERS OR USERS WHO ARE RESIDENTS OF COUNTRIES OUTSIDE OF THE UNITED STATES.**

## **NOTIFICATION OF CHANGES.**

We may revise and update this Policy at any time without notice for any or no reason, including if our practices change, if technology changes, or as we add new services or change existing ones. These privacy practices apply to past, current and potential future subscribers who purchase and use our products and services. An update to the Policy will be reflected in a change in the Effective Date. By using a Site or our Service after the Effective Date, you are deemed to consent to our then-current Privacy Policy. We recommend that you visit this Policy on a regular basis to ensure that you are familiar with its current terms.

## **TERMS USED WITHIN THIS PRIVACY POLICY:**

**360L:** The service we provide to certain radios (referred to as “**360L radios**” herein) utilizing a combination of the Sirius XM satellite network and a wireless Internet connection.

**Connected Vehicle Services:** Services -- which may include safety, diagnostic, convenience and remote services -- that are delivered to vehicles and drivers across a wireless communications network utilizing a device or application installed in the vehicle.

**Customer Agreement and Website Terms of Use:** Subscribers and other visitors to and users of our websites and the Service are also subject to our [Customer Agreement](#) and our [Website Terms of Use](#). Any terms used and not defined in this Policy have the meanings set forth in our Customer Agreement and our Website Terms of Use, if defined there.

**enabled radio:** Sirius XM radios which have an ability to receive radio content and transmit information via a modem installed in the vehicle, including radios known as 360L models. Enabled radios present a message to the

**geo-location:** In connection with a radio, information about the precise geographical location of a radio. In connection with **Listener Usage Data**, information about the precise geographical location of an enabled radio, app, or entertainment product which incorporates SiriusXM technology.

**Internet-enabled device:** A device used to listen to our Service via the Internet, including desktop computers and mobile devices. Internet-enabled devices may include enabled radios in vehicles.

**joint marketing:** An agreement between unaffiliated companies that agree to market products and services to you. An example is automakers and dealerships.

**Listener Usage Data:** Information about the usage of a Sirius, XM, SiriusXM, or other radio, app, or entertainment product, which incorporates Sirius XM technology or accesses Sirius XM content, including which content is listened to or watched.

Examples are listening time, content, channel preferences, downloads, Tune Starts, Pause during sports, time of day use, On Demand use via the SiriusXM app, marine or aviation weather data services used, driving patterns and conditions, as well as videos viewed and duration of viewing.

**Personal Subscription Information:** Information that individuals provide during the subscription, registration, or other purchase process that on its own or in combination with other information can identify a person, such as a name, address, credit card number, telephone number, or email address.

**Service(s):** Our satellite radio service, streaming service, and any other service we offer such as traffic, weather (including marine and aviation), data and infotainment.

**Sirius XM:** Sirius XM Radio Inc.

**Sites:** Websites operated by or on behalf of Sirius XM, as well as our online media player, our mobile applications (the SiriusXM Apps for mobile devices), enabled radios (including those enabled with 360L), and any other technology through which our Services can be enjoyed such as third-party hardware for the home, applications, and radios.

**third-party service providers:** Companies unaffiliated with Sirius XM that provide services to Sirius XM, a customer, or a user of our Sites, Service, or a vehicle.

**unaffiliated:** Companies or individuals that are not affiliates of Sirius XM, such as retail stores and websites owned and operated by merchants on which advertisements for Sirius XM products or services may appear.

**Vehicle Radio Usage:** Information about an identified or identifiable individual's interactions with an enabled radio in a particular vehicle, including Listener Usage Data.

**You:** Visitors to or users of a Site or our Service.

## **THANK YOU FOR CHOOSING SIRIUSXM.**

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