

Terms of Use

This Site is provided by Westinghouse Control, LLC ("Westinghouse") and may be used for information purposes only.

Changes

EFFECTIVE: 01/01/2020

These Terms are effective as of the Effective Date above. If you have not reviewed the Terms of Use applicable to a Service since the Effective Date, please review these updated Terms carefully before using any Service.

We may change these Terms in the future, so we encourage you to review periodically the Terms of Use applicable to each Service you use. The most current version of the applicable Terms of Use (along with its effective date) will be linked from each of the Services. If you do not agree with any changes to these Terms, your sole remedy is not to use the Services. If you continue to use the Services after we change these Terms, you accept all changes.

Privacy Policy; Additional Terms

Our [Privacy Policy](#) describes our practices concerning data that you provide or that we may collect about you through the Services, and you consent to our use of data in compliance with the Privacy Policy.

Additional terms may apply to your use of certain Services. We will provide these terms to you or post them on the Services to which they apply, and they are incorporated by

reference into these Terms. If there is a conflict between these Terms and any additional terms that apply to a particular Service, the additional terms will control.

Sweepstakes, contests, and promotions on the Services may also have additional rules and eligibility requirements, such as certain age or geographic area restrictions. You are responsible for complying with these rules and requirements.

- **Registration and Access Controls**

If we request registration information from you to set up a user account, you must provide us with accurate and complete information and must update the information when it changes. You may not access any age-restricted Services unless you are above the required age. In no case are persons under the age of thirteen permitted to use the Services.

You are responsible for maintaining the confidentiality of your user account login names and passwords, and must not permit use of your account by anyone other than members of your household. You accept responsibility for all activities, charges, and damages that occur under your account, including use of your account by other members of your household, and unauthorized use of your account. If you have reason to believe that someone is using your account without your permission, you should [contact us](#) immediately. We are not responsible for any loss or damage resulting from unauthorized use.

- **Intellectual Property; License**

The audio and video materials, photographs, text, graphics, logos, layouts, designs, interfaces, software, data and other content associated with the Services (“Content”) are protected by intellectual property and other laws in the U.S. and in other countries. You must comply with all such laws and applicable copyright, trademark or other legal notices or restrictions. You shall not remove or alter any copyright, trademark, or other legal notices marked on the Content. As between you and Westinghouse, Westinghouse will retain all right, title, and interest in and to the Services and the Content. No transfer of ownership to any portion of the Content shall be made as a result of any access you are granted. Except as specifically provided below, we reserve all rights to the Services and Content.

You are only permitted to access and view the Content for personal, non-commercial purposes in accordance with these Terms, and may not build a business or other enterprise utilizing any of the Content, whether for profit or not. Except as provided in Section 4(a) or otherwise expressly authorized by us in writing, you may not either directly or through the use of any software, device, internet site, web-based service or other means download, stream capture, store in a database, archive or otherwise copy any part of the Services or Content; upload, sell, rent, lease, lend, broadcast, transmit or

otherwise disseminate, distribute, display or perform any part of the Services or Content; license or sublicense any part of the Services or Content; or in any way exploit any part of the Services or Content. In addition, except as provided in Section 4(a) or otherwise expressly authorized by us in writing, you are strictly prohibited from modifying Content; creating, distributing or advertising an index of any significant portion of the Content; or otherwise creating derivative works or materials that otherwise are derived from or based in any way on the Content, including mash-ups and similar videos, montages, translations, desktop themes, fonts, icons, wallpaper, greeting cards, and merchandise. This prohibition from creating derivative works is applicable even if you intend to give away the derivative material free of charge.

- **Viral Distribution** We may expressly authorize you to redistribute certain Content on a personal, non-commercial basis. We will identify the Content that you are authorized to redistribute and describe ways you may redistribute it (such as via email, blogs, or embedded players, or by producing Mash-Ups). We may revoke this authorization at any time. If you redistribute such Content, you must be able to edit or delete such publicly posted Content and you must edit or delete it promptly upon our request.

- **Commercial Licenses**

You must obtain our written permission for commercial use of the Content or the Services.

If you wish to license Content from the Services, please [contact us](#).

- **Legal Complaints**

Westinghouse respects intellectual property rights. If you believe that Content on the Services infringes your copyright, please follow our procedures for making a [copyright infringement claim](#). If you have a legal complaint other than a copyright claim, please follow our procedure for making [other legal complaints](#).

- **User Submissions**

Some of the Services may allow you to submit or transmit audio, video, text, or other materials, including so-called “user generated content” and “feedback” (collectively, “**User Submissions**”) to or through the Services. When you provide User Submissions, you grant to Westinghouse and its affiliates and partners a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, fully sublicensable license to use, reproduce, archive, edit, translate, create derivative works of, make available, distribute, sell, display, perform, transmit, broadcast and in any other way exploit those User Submissions, and any names, voices, likenesses and other identifying information of

persons that is part of those User Submissions, in any form, media, software, or technology of any kind now known or developed in the future, including, without limitation, for developing, manufacturing, and marketing products. You hereby waive any moral rights you may have in your User Submissions.

We respect your ownership of User Submissions. If you owned a User Submission before providing it to us, you will continue owning it after providing it to us, subject to any rights granted in these Terms and any access granted to others. Please note that if you delete a User Submission from the Services:

- The User Submission may still exist in our backup copies, which are not publicly available.
- If your User Submission was shared with third parties, those third parties may have retained copies of your User Submissions, and neither we nor our affiliates have any responsibility for any uses of your User Submission that they might make.
- We retain the license specified above. Thus, for example, if we or one of our sublicensees obtained your user Submission for use in creating a derivative work before you deleted it, we or our sublicensee would remain free to complete the creation of that derivative work and thereafter exploit that derivative work for all purposes and at all times.

We may refuse or remove a User Submission without notice to you. However, we have no obligation to monitor User Submissions, and you agree that neither we nor our affiliates will be liable for User Submissions or any loss or damage resulting from User Submissions.

Except as provided in the [Privacy Policy](#), we do not guarantee that User Submissions will be private, even if the User Submission is in a password-protected area. Accordingly, you should not provide User Submissions that you want protected from others.

You bear all responsibility for your User Submissions. You represent and warrant that you have all rights necessary to grant to Westinghouse the license above and that your User Submissions do not violate Section 11.

- **Third-Party Content**

We may provide third party content (including advertisements) or link to third party websites on the Services. We do not necessarily endorse or evaluate third party content and websites, and we do not assume responsibility for third parties' actions or omissions. You should review third parties' terms of use and privacy policies before you use their services. In certain instances, you may be able to connect and/or link your account to certain third party social media sites ("**Social Media Sites**"), including, without limitation, Facebook and Twitter. BY CONNECTING OR LINKING YOUR ACCOUNT TO ANY SOCIAL MEDIA SITE, YOU ACKNOWLEDGE AND AGREE THAT

YOU ARE CONSENTING TO THE CONTINUOUS RELEASE OF INFORMATION ABOUT YOU TO OTHERS, INCLUDING TO THE SOCIAL MEDIA SITE (IN ACCORDANCE WITH YOUR PRIVACY SETTINGS ON SUCH SOCIAL MEDIA SITE). IF YOU DO NOT WANT INFORMATION ABOUT YOU TO BE SHARED IN THIS MANNER, DO NOT CONNECT OR LINK YOUR ACCOUNT TO ANY SOCIAL MEDIA SITE. Please see our [Video Services and Social Networking Policy](#) for additional information.

- **Other Fee-Based Services**

If you accept fee-based Services, you agree to the additional terms governing all such purchases as provided to you or posted on the Services to which they apply, including all requirements to pay applicable fees and taxes. Except as otherwise provided in such additional terms, the provisions of this Section 9 apply to such fee-based Services.

Unless otherwise stated, all fees and charges are non-refundable, including for unused portions of cancelled subscriptions. We do not provide price protection or refunds in the event of a price drop or promotional offering.

Westinghouse reserves the right to change the pricing of all Services at any time.

- **Mobile Features**

In addition to the general terms applicable to the Services, the following terms apply to Services designed for wireless devices (“**Mobile Features**”), which we offer only to users who are 18 years of age or older and located in the fifty U.S. states or the District of Columbia unless otherwise noted.

Your wireless provider may charge for use of Mobile Features, including fees for receipt of text messages or data transmission. In order to receive Mobile Features, your wireless provider may require you to subscribe to additional services, which may require additional fees. These fees are not charged by us, and you should contact your wireless provider before you sign up for Mobile Features to determine what fees, if any, will be charged. In addition, you agree that we may arrange for Mobile Features billing through your wireless provider and that your wireless provider may invoice you for the applicable fees or deduct them from your pre-paid balance.

- **Acceptable Use**

Without limiting any other provision in these Terms, you agree not to do the following, or assist others to do the following:

- Access the Services using any interface other than ours;
- Maintain any link to the Services that we ask you to remove, in our sole discretion;

- Frame the Services or Content, make the Services or Content available via in-line links, otherwise display the Services or Content in connection with an unauthorized logo or mark, or do anything that could falsely suggest a relationship between the Westinghouse or its affiliates and any third party or potentially deprive us of revenue (including, without limitation, revenue from advertising, branding, or promotional activities);
- Threaten, defame, stalk, abuse, or harass other persons or engage in illegal activities, or encourage conduct that would constitute a criminal offense or give rise to civil liability;
- Transmit any material that is inappropriate, profane, vulgar, offensive, false, disparaging, defamatory, obscene, illegal, sexually explicit, racist, that promotes violence, racial hatred, or terrorism, or that we deem, in our sole discretion, to be otherwise objectionable;
- Violate any person's or entity's legal rights (including, without limitation, intellectual property, privacy, and publicity rights), transmit material that violates or circumvents such rights, or remove or alter intellectual property or other legal notices;
- Transmit files that contain viruses, spyware, adware, or other harmful code;
- Advertise or promote goods or services without our permission (including, without limitation, by sending unsolicited email);
- Remove, modify, disable, block or otherwise impair any advertising in connection with the Services;
- Interfere with others using the Services or otherwise disrupt the Services;
- Disassemble, decompile or otherwise reverse engineer any software or other technology included in the Content or used to provide the Services;
- Transmit, collect, or access personally identifiable information about other users without the consent of those users and Westinghouse;
- Engage in unauthorized spidering, "scraping," data mining or harvesting of Content, or use any other unauthorized automated means to gather data from or about the Services;
- Impersonate any person or entity or otherwise misrepresent your affiliation or the origin of materials you transmit;
- Remove, avoid, interfere with, or otherwise circumvent any access control measures for the Services or Content, including password-protected areas and geo-filtering mechanisms, or any digital rights management measures used in connection with Content; or
- Access any portion of the Services that we have not authorized you to access (including password-protected areas), link to password-protected areas, attempt to access or use another user's account or information, or allow anyone else to use your account or access credentials.

If you violate this Section 11, Westinghouse may terminate your access to the Services without notice, and take any other actions or seek any remedies permitted by law.

- **Access to Services and Accounts**

We may take any of the following actions in our sole discretion at any time, and without giving you prior notice:

- Change or discontinue the Services;
- Change how we offer and operate Services
- Remove Content from the Services

- **Indemnification**

You will defend, indemnify and hold harmless Westinghouse, its affiliates, and their respective directors, officers, employees, shareholders, vendors, partners, contractors, agents, licensors or other representatives and all of their successors and assigns (collectively, the “**Westinghouse Parties**”) with respect to all third party claims, costs (including attorney’s fees and costs), damages, liabilities, and expenses or obligations of any kind, arising out of or in connection with your use or misuse of the Services (including, without limitation use of your account, whether or not authorized by you, and claims arising from User Submissions). Westinghouse retains the right to assume the exclusive defense and control of any claim subject to indemnification, and in such cases you agree to cooperate with us to defend such claim. You may not settle any claim covered by this Section 14 without Westinghouse’s prior written approval.

- **Disclaimers; Limitation of Liability**

THE WESTINGHOUSE PARTIES DO NOT WARRANT: (1) THAT THE SERVICES, ANY OF THE SERVICES’ FUNCTIONS OR ANY CONTENT WILL BE UNINTERRUPTED OR FREE OF ERRORS OR OMISSIONS; (2) THAT DEFECTS WILL BE CORRECTED; (3) THAT THE SERVICES OR THE SERVERS HOSTING THEM ARE FREE OF VIRUSES OR OTHER HARMFUL CODE; OR (4) THAT THE SERVICES OR INFORMATION AVAILABLE THROUGH THE SERVICES WILL CONTINUE TO BE AVAILABLE. THE WESTINGHOUSE PARTIES SHALL HAVE NO LIABILITY FOR ANY SUCH ISSUES. THE WESTINGHOUSE PARTIES DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND AS TO QUALITY, AVAILABILITY AND SUBJECT MATTER OF CONTENT. THE SERVICES, INCLUDING ALL CONTENT AND FUNCTIONS MADE AVAILABLE ON OR ACCESSED THROUGH OR SENT FROM THE SERVICES, ARE PROVIDED “AS IS,” “AS AVAILABLE,” AND “WITH ALL FAULTS.”

YOUR ACCESS TO AND USE OF THE SERVICES (INCLUDING THEIR FUNCTIONS AND CONTENT) IS AT YOUR RISK. IF YOU ARE DISSATISFIED WITH THE SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESSING AND USING THE SERVICES.

THE WESTINGHOUSE PARTIES WILL NOT BE LIABLE FOR ANY FAILURE OR DELAY IN THEIR PERFORMANCE DUE TO ANY CAUSE BEYOND THEIR REASONABLE CONTROL, INCLUDING ACTS OF WAR, ACTS OF GOD, ACTS OF THIRD PARTIES, EARTHQUAKE, FLOOD, EMBARGO, RIOT, SABOTAGE, LABOR SHORTAGE OR DISPUTE, GOVERNMENTAL ACT, POWER FAILURE OR FAILURE OF THE INTERNET OR COMPUTER EQUIPMENT.

THE WESTINGHOUSE PARTIES WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE SERVICES (INCLUDING THEIR FUNCTIONS AND CONTENT), YOUR USE OF THE SERVICES (INCLUDING THEIR FUNCTIONS AND CONTENT), THESE TERMS OR YOUR USER SUBMISSIONS, EVEN IF FORESEEABLE OR EVEN IF ONE OR MORE OF THE WESTINGHOUSE PARTIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES (INCLUDING, WITHOUT LIMITATION, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, GROSS NEGLIGENCE, OR OTHERWISE, BUT EXCLUDING WILLFUL MISCONDUCT). IN NO EVENT WILL THE WESTINGHOUSE PARTIES' LIABILITY FOR OTHER DAMAGES EXCEED THE AMOUNT PAID BY YOU TO WESTINGHOUSE FOR ACCESS TO THE RELEVANT SERVICE IN THE THREE MONTHS PRECEDING THE CLAIM.

YOU ACKNOWLEDGE AND AGREE THAT IF YOU INCUR ANY DAMAGES THAT ARISE OUT OF THE WESTINGHOUSE PARTIES' ACTS OR OMISSIONS, THE DAMAGES, IF ANY, ARE NOT IRREPARABLE AND ARE NOT SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION OR OTHER EQUITABLE RELIEF RESTRICTING OPERATION OF THE SERVICES OR ANY OTHER SERVICE, PROPERTY, PRODUCT, PROGRAM, TELEVISION SHOW, MOTION PICTURE, OR OTHER CONTENT OWNED OR CONTROLLED BY THE WESTINGHOUSE PARTIES.

- **Governing Law, Venue, and Jurisdiction**

These Terms and all claims as between you and us arising from or related to your use of the Services will be governed by and construed in accordance with the laws of the State of Pennsylvania. These Terms will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, if applicable.

With respect to any disputes or claims not subject to arbitration (as set forth below), you agree to jurisdiction in the state and federal courts in Pittsburgh, Pennsylvania. Notwithstanding any other provision of these Terms, we may seek injunctive or other equitable relief from any court of competent jurisdiction.

Regardless of any statute or law to the contrary, you must file any claim or action related to use of the Services or these Terms within one year after such claim or action accrued. Otherwise, you will waive the claim or action.

- **Disputes; Arbitration**

If you have any dispute with or claim against us or any of our affiliates, or if we have a dispute with or claim against you, in either case arising out of or relating to the Services or these Terms (a “**Claim**”), and the Claim is not resolved by calling our customer service department at (866)442-7873, you and we each agree to resolve such Claim through an individual binding arbitration or through an individual action in small claims court in the U.S. county (or parish) of your residence or in San Francisco, California. Class arbitrations and class actions are not permitted, and your Claim may not be consolidated with any other person’s claim. You and we agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and we are each waiving the right to a trial by jury or to participate in a class action. This Section 17 shall survive termination of these Terms or any subscription that you may have to any of the Services.

Before you or we commence an arbitration or file a small claims court action with respect to a Claim, you must first send to Westinghouse a written notice of your claim or we must send a written notice of our claim to you (“**Notice**”). Your Notice must (1) be sent by certified mail; (2) be addressed to: **Corporate Headquarters Westinghouse Control, LLC** 705 Placid Court, Gibsonia, PA 15044; (3) describe the nature of your Claim; and (4) specify the damages or other relief you seek. If we and you do not then resolve the Claim within 30 days after our receipt of Notice is received, either you or we may commence an arbitration or file a small claims court action to resolve the Claim.

Any such arbitration shall be administered by the American Arbitration Association and be conducted in accordance with its Consumer Arbitration Rules (the “**Rules**”). Contact information for the American Arbitration Association, as well as copies of the Rules and applicable forms, are available at <http://www.adr.org> In circumstances in which the Rules provide for an in-person hearing, such hearing will take place in the U.S. county (or parish) of your residence, or otherwise in San Francisco, California. For any non-frivolous Claim that does not exceed \$50,000, Westinghouse will pay all costs of the arbitration, and reimburse any filing fees you may be required to pay. If the arbitrator awards you damages that are greater than Westinghouse’s last written settlement offer communicated before commencement of the arbitration, Westinghouse will pay you the greater of \$1,000 or the amount of the award.

- **Miscellaneous**

We may be required by state or federal law to notify you of certain events. You hereby acknowledge and agree that such notices will be effective upon our posting them in the relevant Service or delivering them to you via email. You may update your email address by visiting the Services where you have provided contact information. If you do not provide us with accurate information, we will not be responsible for failure to notify you. Our failure to exercise or enforce any right or provision in these Terms will not

constitute a waiver of such right or provision. These Terms, including all additional terms, conditions, and policies on the Services, constitute the entire agreement between you and us and supersede all prior agreements with respect to the subject matter hereof. Nothing in these Terms affects any non-waivable statutory rights that apply to you. If any part of these Terms is determined to be invalid or unenforceable under applicable law, that provision will be removed, and the remainder of the Terms will continue to be valid and enforceable.

You authorize us to provide information concerning you and your activities to comply with applicable laws or respond to court order, subpoenas, or other lawful requests, or if we believe doing so would protect your safety or that of another person or protect the security of the Services, or as otherwise described in the [Privacy Policy](#).

If you do not agree to these Terms, you should immediately stop using the Services.

If you want to delete your account on a Service, please use contact instructions posted on the Service at which you obtained the account. Sections 6 and 11-14 of these Terms will survive any termination of your access to the Services, whether we terminate your access or you voluntarily discontinue your use.

PRIVACY POLICY

LAST MODIFIED DATE: 01/01/2020

Welcome to the network of interactive services provided by Westinghouse, its affiliates and its subsidiaries (collectively “**Westinghouse**,” “**us**,” or “**we**”). Westinghouse is committed to protecting your privacy. Westinghouse owns, operates, or provides access to, several interactive websites, or other online interactive features and services that provide an authorized link or URL to this Privacy Policy (collectively “**Westinghouse Control**”). Trust is a cornerstone of our mission at Westinghouse. We are committed to gaining and maintaining your trust by following a core set of [Privacy Principles](#).

1. Scope

This Privacy Policy applies to information, including contact information, collected about you by the Westinghouse Control, LLC. Please review this Privacy Policy carefully. The Privacy Policy describes, among other things, the types of information collected about you when you visit the Westinghouse Control, LLC; how your information may be used and when it may be disclosed; how you can control the use and disclosure of your information; and how your information is protected. In addition, please review our [Terms of Use](#) which governs your use of the Westinghouse Control, LLC.

2. Information Collected

Information you provide directly to Westinghouse Control, LLC. You are not required to provide information about yourself when you visit a Westinghouse Control, LLC. Westinghouse Control, LLC may ask you for different types of information when you register for certain services, access various content or features, or directly contact the Services including:

- Contact information, such as name, email address, postal address, phone number, facsimile number, and mobile number;
- User name, password, and password reminder questions and answers;
- Age and date of birth;
- Other demographic information, such as gender, job information, and postal code;
- Public information, including profile information, you provide to the Westinghouse Control, LLC for publication, such as your user name, comments, likes, interests, status, pictures and the address of your website;
- Communications preferences, such as which newsletters you would like to receive;
- Search queries;
- In limited circumstances, payment and identity verification information, such as credit card number, social security number or comparable national identifiers, and driver's license number where needed for payment, to complete a particular transaction, or to access a particular service (e.g., contests or paid subscriptions);
- Contact information about others when you provide information about others or refer a friend with whom you have an existing business, non-business, family or personal relationship to a particular website or service (note: such information is used solely to facilitate the communications requested);
- Information posted in community discussions and other interactive online features;
- Correspondence you send to us;
- Information collected about you offline (including via facsimile, mail, or in person for sweepstakes entrance forms);
- If you log in via a social media platform such as Twitter, Facebook or Google+, we may also collect your user ID details for that platform, and any information you have permitted them to share with us; and
- You might also provide personal information to us if you:
 - complete any application forms;
 - contact us (including calling our offices or provide feedback, comments or suggestions on programs and other activities);
 - enter a competition;
 - contact us as a customer or client of Westinghouse;
 - provide services or products to Westinghouse;

- visit our offices (including via security surveillance of our premises including CCTV);
- attend a studio audience; or
- apply for a job with us.

Information we collect automatically on Westinghouse Control, LLC. Westinghouse Control, LLC may collect certain information automatically, including:

- Your device type and settings, software used and browser type and operating system;
- Your Internet Protocol (IP) address, which is the number automatically assigned to your computer whenever you access the Internet and that can sometimes be used to derive your general geographic area;
- Websites or other services you visited before and after visiting a Westinghouse Control, LLC;
- Web pages and advertisements you view and links you click on within Westinghouse Control, LLC;
- Unique identifiers and connection information, including mobile device identification numbers (e.g. Apple's Identifier for Advertising IP (IDFA) or Google's Android Advertising ID (AAID)) and internet connection means (e.g. mobile operator, ISP, WiFi connection) that can identify the physical location of such devices in accordance with applicable law;
- Information collected through cookies, web beacons, and other similar technologies;
- Information about your interactions with audio and video content, such as the type of content listened to (including music applications such as iTunes, Spotify and Last.fm) content viewed, and information about your interactions with email messages, such as the links clicked on and whether the messages were opened or forwarded;
- Upon request, your bandwidth speed and information about the software programs installed on your computer including registry key information; and
- Standard server log information.

Information we obtain from other sources. Where permitted by applicable law, we may collect information about you from other sources, including through interactive applications (e.g., mobile devices, third party services, and embedded audio and video players), from co-branded partners and websites (e.g., on our Facebook pages), from our advertisers, and from commercially available sources (e.g., data aggregators and public databases). The following are examples of information we may collect from other sources:

- Name, email address, postal address, and telephone number;
- Demographic data, such as age, gender, and income level;
- If you access third party services (e.g., Facebook, Google+ or Twitter) through a Westinghouse Service, or if you access a Westinghouse Service via a third party

service, your username and password for those services and other information available about or collected from you on those services, as described in our overview of [Video Services and Social Networking Policy](#)

- Your interests and purchase behavior;
- Publicly-observed data, such as activities on blogs, videos, and other online postings;
- Other navigation data, such as websites visited and advertisements viewed or clicked on; and
- Information from a recruitment agency if you are applying for a job with us.

This Privacy Policy does not cover the practices of third parties, including those that may disclose information to Westinghouse.

Combining Information. Please note that all of the information we collect about you may be combined, including to help us tailor our communications to you, provide online advertising based on your interests, and to develop rich online content and services across the Westinghouse Control, LLC. Your specific consent will be obtained where it is required by law.

3. Use of Information

The purpose for which we collect the information is to give effect to the particular interaction you have with Westinghouse Control, LLC. That might be, for example, when you participate in a competition we run, for publicity or promotion of a Westinghouse personality or for developing the business relationship between you and Westinghouse. We may use your personal information to let you know about programs, products or other things we think may be of interest to you or to get your feedback. If we use your personal information for direct marketing purposes, we will give you the opportunity to opt out of receiving any further marketing material. We may share the personal information that you have given to us with other companies within our group, our associates and affiliates. There may be circumstances where we want to use your personal information to let you know about programs or other products, or to get your feedback on our operations. We may also use your personal information for related purposes that you would reasonably expect. We take particular care with any sensitive information that we may have (if any). We only use payment and identity verification information, such as credit card numbers, driver's license numbers, social security numbers, or comparable national identifiers as necessary for completing a particular transaction or fulfilling a service (e.g., paid subscriptions or awarding prizes to contest winners) or as otherwise required by law.

We generally use information we collect about you to:

- Fulfill your requests for products, services, and information, including to send you electronic newsletters, authorize a purchase, and complete a transaction that you have requested;

- Enable you to participate in features such as surveys, polls, contests, sweepstakes, and message boards;
- Provide you with electronic newsletters, information, special offers and promotional materials on behalf of Westinghouse Control, LLC, companies within our corporate family, and third parties, in accordance with applicable law;
- Perform statistical analysis of user activity and characteristics in order to measure interest in and use of the Services and to inform others of such information, including the number of users who have been exposed to or have clicked on any particular areas in the Services;
- Analyze the use of Westinghouse Control, LLC and information about visitors to our Services to understand and improve our service offerings and, in accordance with our sharing policies, discussed below, to produce or disclose anonymous or aggregated data and statistics that might help third parties develop their own products and service offerings;
- Customize the content you see when you visit a Westinghouse Control, LLC;
- Develop and provide advertising tailored to your interests, as described in our overview of [Westinghouse Online Advertising](#);
- Prevent potentially prohibited or illegal activities otherwise in accordance with Westinghouse's [Terms of Use](#), including restrictions of the use of software to remove, modify, disable, block or otherwise impair any advertising in connection with the Services; and
- For any other purposes disclosed to you at the time we collect your information or pursuant to your consent.

4. **Disclosure of Information**

Westinghouse is committed to maintaining your trust and we want you to understand when and with whom we may share information collected about you. We may share information collected about you as disclosed at the time of collection, as otherwise disclosed in this privacy policy, and in the following circumstances:

- **With your consent.** With your consent, we may share your contact information with third party marketing partners. You acknowledge that when you disclose personal information on the Westinghouse Control, LLC and you allow your information to be shared with third parties, they can contact you by email, telephone, postal mail or other common communication methods with marketing and promotional messages about their products or services. Sometimes we may give you the option to receive further communications from one of our advertising partners, for example when we run a competition in conjunction with that advertiser. If you do choose to opt in by expressly providing consent to receive communications from that third party advertiser, your personal information will be managed by that third party's own privacy policy (which may be made available for you to view at the time that you opt in).

- **Authorized third party service providers.** We share your contact information with third party vendors who help us with specialized services, including customer support, email and text message deployment, business analytics, marketing, suppression list management and data processing. These third parties are allowed to use your contact information to help us provide our services and not for any other purpose. Also, authorized third party service providers may collect non-contact information about your visits to our Services with cookies, web beacons and other similar technologies that may be used to deliver advertisements or marketing tailored to your interests or, in connection with other data about you including data regarding your use of websites, apps or other services over time and across the Internet, to determine the connections that may exist among different devices. For example, if your IP address is associated with multiple devices (such as smartphones, connected TVs, tablets and so on), these services providers may determine that you, as a user, are connected to such devices. For more information, visit our overview on [cookies, web beacons and other technologies \(including Do Not Track\)](#).
- **Sweepstakes, contests, or promotions.** When you choose to enter a sweepstakes, contest, or other promotion, and in accordance with the terms and conditions of the promotions, your information may be disclosed to our sponsors and third parties who help design, administer and implement the promotion, including in connection with winner selection, prize fulfillment and aggregated data analysis. Your information also may be disclosed as required by law, such as on a winners list. Further, by entering a promotion, you are agreeing to the official rules that govern that promotion, including allowing our sponsors to use your name, voice, and likeness in advertising and marketing associated with the promotion in accordance with applicable law. All terms applicable to the particular promotion will be made available to you at the time you enter the promotion.
- **Co-Branded Partners.** Co-Branded Partners are third parties with whom a Westinghouse Service may jointly offer a service or feature. You can tell when you are accessing a service or feature offered by a Co-Branded Partner because the Co-Branded Partner's name will be featured prominently. You may be asked to provide information about yourself to register for a service offered by a Co-Branded Partner. In doing so, you may be providing your information to both us and the Co-Branded Partner, or we may share your information with the Co-Branded Partner. Please note that the Co-Branded Partner's privacy policy may also apply to its use of your information.
- **Westinghouse Control, LLC and other Westinghouse businesses.** Westinghouse and other business units of Westinghouse continue to expand their online presence in order to offer users rich and deep interactive experiences. Where permitted by law, we may share information we collect about you within the family of [Westinghouse Control, LLC](#), with [Westinghouse](#), and other [Westinghouse-affiliated companies](#), so that we can provide you with information about products and services that might interest you.

- **Business transfers.** We may share your information in connection with a substantial corporate transaction, such as the sale of a Westinghouse Service, a merger, consolidation, asset sale, or in the unlikely event of bankruptcy.
- **Legal requirements.** We may disclose information about our users, including contact information, to respond to subpoenas, court orders, legal process, and other law enforcement measures, and to comply with other legal obligations. There may be circumstances where the law requires us to disclose the information, or where disclosure is required to prevent a risk to health or safety or for law enforcement purposes.
- **Protect our Services and users.** We may disclose information to protect and defend the legal rights, interests, and safety of Westinghouse Control, LLC, other Westinghouse companies, and their employees, agents, and contractors (including enforcing our agreements); to protect the safety and security of users of the Services and members of the public; and as otherwise disclosed in our [Terms of Use](#).

Please note that we may also share information with advertisers as described in our overview of [Westinghouse Online Advertising](#). We also may share aggregated or anonymized information with third parties, to help us develop content and services we hope will interest you or to help these third parties develop their own products and service offerings including targeted marketing as described in our overview of [Third Party Online Advertising](#).

5. Your Choices

You can choose to enjoy content and features on Westinghouse Control, LLC without providing us directly with any information about you; however, as described above, some information may be collected automatically or be requested so that you can take advantage of certain features and services offered on Westinghouse Control, LLC. There may be times when we ask for personal information from you and you do not wish to provide it. We do not have a problem with that but it may mean, for example, that we cannot enter your details for a competition or provide you with a particular service that you want. You can opt out of receiving commercial email or text messages from a particular Westinghouse Control, LLC or other service by following the instructions contained in any such message or by [contacting us directly](#). Please note that even if you unsubscribe to commercial messages, we may still need to send you communications relating to your use of the Westinghouse Websites, such as service announcements. You also have choices about whether cookies and other similar technologies are placed on your computer or mobile device. For more information, visit our overview on [cookies, web beacons and other similar technologies](#) (including Do Not Track). You also may choose to opt out of use of data that our authorized third party service providers or we collect about your visits to our business partners' websites that may be used to deliver advertisements tailored to your interests. To opt out, visit the [Westinghouse Advertising Opt-Out](#) page. Finally, you also have choices about the collection and use of your information by third parties to display relevant advertisements, as described in our overview of Third Party Online Advertising.

6. Access

If you choose to share contact information with us, you may have the opportunity to update that information on a Westinghouse Service. Where that information relates to a Westinghouse registration, you may do this by editing it in your account information. You also may update or amend your information by [contacting us](#). If you ask us to shut down your account or delete your information, we will disable your account within a reasonable period of time. Please note that we may need to retain some information about you in order to satisfy our legal and security obligations. For example, some of your information may remain in back-up storage even if you ask us to delete it. In some cases, you may be entitled under local laws to access or object to the processing of information that we hold relating to you.

7. Protection of Information

We are committed to protecting your information. We have adopted commercially reasonable technical, administrative, and physical procedures to help protect your information from loss, misuse, unauthorized access, and alteration. Please note that no data transmission or storage can be guaranteed to be 100% secure. We want you to feel confident using Westinghouse Control, LLC but we cannot ensure or warrant the security of any information you transmit to us.

8. Transfer of Data Internationally

Westinghouse is headquartered in the United States and has affiliate offices and partners in other countries. Please be aware that information you provide to us or that we obtain as a result of your use of the Westinghouse Control, LLC may be collected in your country and subsequently transferred to the United States or another country in accordance with applicable law. The privacy and data protection laws in the country to which your information is transferred may not be equivalent to such laws in your country of residence. Your personal information may be subject to the laws of the country to which it is transferred and may be accessible without notice to you by the courts, law enforcement and national security authorities of that country. By using and participating in any Westinghouse Control, LLC or providing us with your information, you consent to the collection, international transfer, storage, and processing of your information.

9. Visitors from Outside the United States

For additional information about Westinghouse's privacy practices, as well as our affiliate offices and partners in some of the other countries where we operate, please click on the appropriate link for your jurisdiction: [Australia](#), [Canada](#), the [European Union](#).

10. **California Visitors**

For additional information for residents of the State of California [click here](#).

11. **Nevada Visitors**

For additional information for residents of the State of Nevada [click here](#).

12. **Privacy Protections for Children**

Most Westinghouse Control, LLC are intended for a general audience and do not knowingly collect or store contact information about children under the age of 13 in the United States or the appropriate age for services directed toward children as defined under applicable laws in other jurisdictions. Some Westinghouse Control, LLC may ask for your full date of birth date to ensure that they are not collecting information from children under 13 in the United States or the appropriate age for services directed toward children as defined under applicable laws in other jurisdictions or to identify when additional steps may need to be taken when information has been collected from children under 18 or under the age of majority in their jurisdiction, if higher than 18. In those instances where a Westinghouse Service has actual knowledge that it collects information from children or offers a service directed toward children as defined under applicable laws, it will comply with those laws. To read about our privacy policy for children, please see the [Children's Privacy Policy](#).

13. **User-Generated Content**

Some Westinghouse Control, LLC enable users to submit their own content for use in contests, blogs, on-air radio and TV broadcasts, online audio and video streams, videos, message boards, and other functions. Publication of User Generated Content on the Westinghouse Control, LLC is subject to our [Terms of Use](#). Please remember that any information you disclose becomes public information and exercise caution when choosing to disclose your contact, financial, and other information in a submission. We cannot prevent such information from being used in a manner that may violate this Privacy Policy, the law, or your personal privacy and safety. You should also be aware that we may also engage a third party to provide some of the services associated with the blogs, message boards and similar functions. This third party will collect and host the information that you submit to the Westinghouse Control, LLC but will not use any of this information for purposes other than providing the service.

14. **Third Party Websites and Services**

Please note that some Westinghouse Control, LLC may contain links to other websites and services. We are not responsible for the privacy practices of those websites, and we recommend that you review the privacy policies of each website that you visit. When you select a link to a third party website from one of the Westinghouse Control, LLC (e.g., if you link to PayPal to pay for a product or service offered by a Westinghouse Service), you will be leaving the Westinghouse Service. Any information that you disclose on the third party website will be governed by that website's privacy policy.

15. **Changes to This Privacy Policy**

We may update this Privacy Policy to reflect changes in our practices and service offerings. If we modify our Privacy Policy, we will update the "Last Modified Date" and such changes will be effective upon posting. If we make any material changes in the way we use your information, we will notify you in advance by email through the email address you most recently provided to us or by prominently posting a prominent notice of the changes on the Westinghouse Control, LLC.

16. **Questions**

If you have questions regarding this Privacy Policy, please [contact us](#) and we will endeavor to respond to your request within a reasonable period of time. You may also submit questions or comments using the postal address listed below:

Corporate Headquarters Westinghouse Control, LLC

c/o Westinghouse Control, LLC

705 Placid Court

Gibsonia, Pennsylvania 15044

We are committed to working with you to obtain a fair resolution of any privacy concern.