

# PRIVACY POLICY

## [Effective Date of Policy]

### Our Commitment to Privacy

Our Privacy Policy was developed with integrity in dealing with our use and safeguard the personal information when using our website and our

our commitment to combine quality products and services; designed to assist you in understanding how we collect, store and to assist you in making informed decisions

### No Use of Our Site by Person Under 18

No person under 18 should disclose personal information. You may learn more about protecting your child's privacy by reading our [Child Privacy Policy](#) for data collection and advertising.

or visit our website or sign up for any information or seminar. You may also learn more about the regulations online by visiting [www.ftc.gov/kidzprivacy](http://www.ftc.gov/kidzprivacy). [If you are under 18, you should consult an attorney as the regulations

### What Information Do We Collect

When you visit our website you choose to disclose ("Active Information") or we collect information on an anonymous basis as you and our

types of information: personal information you actively disclose; information collected, in a way not visible to you, on an aggregate basis ("Passive Information").

### Active Information You Choose to Disclose

In order to gain use of the site (including to register for our

we require you to disclose the following information:

including: registration, purchases, promotions, forms, contests, phone calls, and to participate in our

(insert all information collected from you)

contests and

inquiry and/or an application of the state

and federal law. Notwithstanding any state Do-Not-Call List, we may contact you via text messaging in accordance with the state and federal law. [Text messaging is subject to the state and federal law regarding]

number may be listed on the Federal Trade Commission's National Do-Not-Call Registry. You may opt out of receiving telemarketing calls from us via telemarketing in accordance with the state and federal law. [FCC and FTC regulations – consult an attorney]

### California Residents [this must be read in conjunction with our California Privacy Policy]

[By clicking on the policy without scrolling]

If you are a California resident, you may have the right to request that we delete certain personal information from our database. You may request that we delete your personal information from our database by contacting us at [Insert your company name and address].

provide: a) information identifying any third party who has provided information to us in the past calendar year, personal information pertaining to you; and b) a description of the categories of information we have collected about you. You must make a request in writing. Your request must include the website you visited, and a return address or it will not be processed. We will respond to your request once per calendar year. Please mail your request to [Insert your company name and address].

### Passive Information Collected

(collected passively)

#### What is a Cookie?

Our Site utilizes cookies. Cookies are small files that are stored on your computer. Information from cookies may include the websites that you visit, the time spent on those websites, and the time spent on our Site. To find out more about cookies, please visit [www.cookies.org](#). If you do not wish to transmit "cookie" information about yourself, you may turn off cookies in your web browser in order to use our Site. You are advised that turning off or disabling the cookie functions on your web browser may prevent our system from properly recognizing you when you visit our Site, and consequently may make your participation in our Program more difficult or invalid.

about how our Site is used. Passive Information gathered from cookies includes the Site pages viewed, time spent at our Site and the time spent on our Site. To find out more about cookies, please visit [www.cookies.org](#). If you do not wish to transmit "cookie" information about yourself, you may turn off cookies in your web browser. Please consult the "Help" section of our Site to learn how to disable the cookie functions. However, please be advised that turning off or disabling the cookie functions on your web browser may prevent our system from properly recognizing you when you visit our Site, and consequently may make your participation in our Program more difficult or invalid.

Our Site's servers also automatically identify your computer by its Internet protocol ("IP") address, which is a unique string of numbers that is assigned to your computer by your Internet service provider. IP addresses are automatically logged by web servers, collecting information about a user's traffic patterns. While the IP address does not identify an individual by name, it may, with the cooperation of the ISP, be used to locate and identify an individual using the Internet. Your IP address can, however, reveal what geographic area you are connected to, what browser you are using, and what other websites you are visiting. Your IP address may be used to address problems with our Site and/or to gather information about the other websites that you visit.

# PREVIEW

tion  
ion  
or

products we offer, or other information such information, you may "opt-out" by **name and street address.** or by email change to be fully effective.

valuable. If at any time you do not wish to receive or contacting us at **Insert your company** However, it may take up to ten (10) days for the

We use Passive Information to gather make it easier, faster and friendlier to visit our website, when they visit and particular advertising based on your us customized to you in content, services

ers and to enhance and design our website to help us know information about how many people Passive Information may result in your viewing of on our website and a shopping experience

## Who Do We Share Information With

### Sharing Information with Marketing

We may share your contact information that we think may be of interest to you

of offering you products and services we

### Sharing Information in Other Circumstances

We also reserve the right to use your information (including Active Information) in the event that: (1) we are required by law; (2) if the information is necessary to investigate or prevent unlawful acts; (3) if the information is necessary to enforce our Terms of Use or Privacy Policy; (4) in the event that you violate our Terms of Use or Privacy Policy; (5) we believe that the information is necessary to protect our Program's other Users or any other information; or (6) when we

both Active Information and Passive Information is being or has been used to commit a crime; (2) if the information is otherwise required in a court proceeding; (3) if the information is necessary to enforce our Terms of Use including, but not limited to, this Policy; (4) if the information is necessary to investigate or prevent fraudulent or otherwise invalid information or to enforce our Terms of Use; (5) if the information is necessary to protect the property or rights of us, the Site, or our other Users; or (7) when we are sold or acquired; or (7) when we are sold or acquired.

# PREVIEW

unauthorized access or disclosure, or Information. Efforts we may take to protect our information under our control and/or monitoring of us via email or mail may not be secure sending information. Therefore, if you choose to send us sensitive information, you assume the risk of doing so and we request that you use appropriate security measures.

Protection of Active Information and Passive Information are not limited to: maintaining our own servers and networks; using firewalls to prevent intrusions. Communications you may have with us through these means are in place prior to your communication with us through these means, you are assuming the risk of doing so and we request that you use appropriate security measures.

## How Can You Choose Not to Receive Information about Products or Services by Us or to Correct, Delete or Access Your Information

If you do not want to receive information about products or services we think may be of interest to you or if you wish to access, delete or correct your information, please contact us at [\[Insert your company name and street address.\]](#) or by email at [\[insert email address for each website\]](#).

YOUR USE OF OUR SITE AND/OR PARTICIPATION IN OUR PROGRAMS MEAN THAT YOU ACCEPT THE PRACTICES SET FORTH IN THIS POLICY. WE RESERVE THE RIGHT TO MAKE CHANGES TO THE POLICY BY POSTING THE NEW VERSION WITH A NEW DATE. YOUR CONTINUED USE INDICATES YOUR AGREEMENT TO THE CHANGES.

**USER AGREEMENT**  
**("Agreement")**

**ACCEPTANCE OF TERMS THROUGH USE**

By using this site or by clicking "I agree" to this Agreement, you agree to these terms and conditions. If you do not agree to this Agreement please do not click "I agree". Please check this Agreement periodically for changes as the Company reserves the right to revise this Agreement and your continued use of the site constitutes acceptance of such changes. The Company reserves the right to terminate a User's use of this site at any time without notice and to modify the instructions on this site by User. This Agreement applies to all users of the site.

By using this site or by clicking "I agree" to this Agreement, you agree to these terms and conditions. If you do not agree to this Agreement please do not click "I agree". Please check this Agreement periodically for changes as the Company reserves the right to revise this Agreement and your continued use of the site constitutes acceptance of such changes. The Company reserves the right to terminate a User's use of this site at any time without notice and to modify the instructions on this site by User. This Agreement applies to all users of the site.

**CONSENT TO RECEIVE ELECTRONIC RECORDS**

By participating in the products or services on the site, you signify your consent to receive information from Company in electronic format. You will need a computer and internet access to receive such electronic records. Electronic records may include terms and conditions, privacy policies, and other items.

By participating in the products or services on the site, you signify your consent to receive information from Company in electronic format. You will need a computer and internet access to receive such electronic records. Electronic records may include terms and conditions, privacy policies, and other items.

**YOU MUST BE OVER 18 TO AGREE TO THIS AGREEMENT**

This Agreement must be completed, understood and agreed to by a person who is at least 18 years old. If you are not yet 18, and under his or her supervision, you must obtain the explicit permission and acceptance of your parent or guardian before using this site.

This Agreement must be completed, understood and agreed to by a person who is at least 18 years old. If you are not yet 18, and under his or her supervision, you must obtain the explicit permission and acceptance of your parent or guardian before using this site.

All content on this site is the property of the Company and its advertisers and licensors and all other rights, moral rights, and intellectual property rights, in the U.S. and internationally. All rights not expressly granted herein are full and complete. You agree to pay for any and all purchases and services through this Site, not to challenge any such charges and to pay the same from any non-payment.

All content on this site is the property of the Company and its advertisers and licensors and all other rights, moral rights, and intellectual property rights, in the U.S. and internationally. All rights not expressly granted herein are full and complete. You agree to pay for any and all purchases and services through this Site, not to challenge any such charges and to pay the same from any non-payment.

**LICENSE RESTRICTIONS**

**Use**

You agree not to make any false or fraudulent statements on this site or during your use of this site. Except as may be expressly permitted in this Agreement is prohibited. You agree not to save, download, cut and paste, sell, license, reproduce, transmit, publicly display, publicly perform, create derivative works from materials, code or content on or from this advertiser offering materials through our programs. Scrolling through this site or the site of any party offering materials directly or indirectly, a collection, compilation, database, or any other content from the Company is prohibited. In addition, use of the site for any purpose not expressly permitted in this Agreement is prohibited.

You agree not to make any false or fraudulent statements on this site or during your use of this site. Except as may be expressly permitted in this Agreement is prohibited. You agree not to save, download, cut and paste, sell, license, reproduce, transmit, publicly display, publicly perform, create derivative works from materials, code or content on or from this advertiser offering materials through our programs. Scrolling through this site or the site of any party offering materials directly or indirectly, a collection, compilation, database, or any other content from the Company is prohibited. In addition, use of the site for any purpose not expressly permitted in this Agreement is prohibited.

## Security

You agree to use your best efforts to prevent access to this site through your login and Password by anyone other than yourself, including but not limited to, keeping such information strictly confidential, notifying the Company immediately if you become aware of any unauthorized access to such information by another party not under your control, and ensuring that your Password is not easily guessed by a third party.

You agree that you shall not try to reverse engineer, decompile, disassemble, translate or otherwise alter or modify any source code, object code, executable code, contents or materials on or received through this site, and that the Company shall pursue such penalties and the rights of its other licensors.

## No International Users

Accessing this site, and services, products or content

from places outside the U.S.

and regulations in your use of this site, and, in particular, violation of local or foreign laws and/or without all required U.S. and foreign government licenses.

and regulations in your use of this site, and, in particular, violation of local or foreign laws and/or without all required U.S. and foreign government licenses.

# PREVIEW

regulations in your use of this site, or materials or services received through this site, anything on or received through this site in violation of local and foreign government licenses.

regulations in your use of this site, and, in particular, violation of local or foreign laws and/or without all required U.S. and foreign government licenses.

## Export

You agree that you shall comply with all applicable export laws and/or without all required U.S. and foreign government licenses.

and regulations in your use of this site, and, in particular, violation of local or foreign laws and/or without all required U.S. and foreign government licenses.

## Government Use.

If you are a branch or agency of the U.S. Government, the downloaded from or made available via the site for or on behalf of and/or instrumentalities is provided with Restricted Rights. This software is subject to restrictions as set forth in subparagraph (c)(1) Software clause at DFARS 252.227-7013 or subparagraph (c)(1) - Restricted Rights at 48 CFR 52.227-19, as applicable. U.S. Government software is not to be distributed outside the United States.

of America, its agencies and instrumentalities. Any software which is owned by or on behalf of the U.S. Government, or is otherwise subject to the copyright laws of the U.S. Government, is not to be distributed outside the United States.

## USER'S LICENSE GRANT TO SITE

Except with regard to personal information, all information submitted to the Company through this site (collectively "Submissions") shall be deemed to be submitted to the Company and shall be subject to the Site Submission Rules found here as part of this Agreement. The Company shall not treat any submission as confidential and shall have the right to use, copy, reproduce, disseminate, publish, or otherwise make available such information in any form and for any purpose without restriction. You acknowledge that you are fully responsible for the message, including its legality, reliability, appropriateness, originality and copyright. You hereby represent and warrant that your Submission does not infringe the rights of any third party.

or communicate to the Company. You agree to indemnify the Company. The Company shall have the right to use, copy, reproduce, disseminate, publish, or otherwise make available such information in any form and for any purpose without restriction.

## TRADEMARKS





## Site Submission Rules

By using features of this site that allow you to post, upload, or otherwise distribute or facilitate distribution of any content -- including text, images, sounds, data, or other information -- that:

- is unlawful, threatening, abusive, harassing, defamatory, libelous, obscene, pornographic, invasive of another's privacy, tortious, obscene, sexually explicit, or otherwise in violation of this site's rules or policies;
- victimizes, harasses, degrades, humiliates, or discriminates against an individual or group of individuals on the basis of religion, race, ethnicity, gender, or age;

ise transmit information to or through this site, or not upload, post, or otherwise distribute or facilitate video, software, images, sounds, data, or other information that:

- is libelous, deceptive, fraudulent, invasive of another's privacy, or otherwise in violation of this site's rules or policies;
- discriminates against an individual or group of individuals on the basis of religion, race, ethnicity, gender, or age;

**PREVIEW**

**PREVIEW**

**VIEW**

- contains software viruses or any other code that is designed to disrupt, damage, or limit the functionality of any hardware, or telecommunications equipment or to otherwise damage or obtain unauthorized access to any information of any third party; or
- impersonates any person or entity, including but not limited to our advertisers.

ies, or programs that are designed or intended to disrupt, damage, or limit the functionality of any hardware, or telecommunications equipment or to otherwise damage or obtain unauthorized access to any information of any third party; or

You also agree that you shall not have the right to use any information obtained from this site for the purpose of transmitting or facilitating the transmission of any unsolicited bulk electronic e-mail or communications for any other commercial purpose.

on about the users of this site or use such information to send unsolicited bulk electronic e-mail or communications to any user of this site.

You further agree that you shall not have the right to disclose any information obtained from this site to anyone 18 years old or younger without their verifiable express parental consent.

ion, or attempt to induce any physical contact with, or attempt to induce any physical contact with, anyone 18 years old or younger without their verifiable express parental consent.

This site generally does not pre-screen any content posted by users of this site. However, this site reserves the right to remove any content that, in this site's sole judgment, does not comply with these rules.

content posted by users of this site. However, this site reserves the right to remove any content that, in this site's sole judgment, does not comply with these rules.

**PREVIEW**

employees. In such event, you agree to indemnify and hold the site harmless from any and all claims, damages, and expenses, including reasonable attorneys' fees, that may be asserted against or incurred by the site in connection with any such action or claim against the owner of this site.

**VIEW**

site may disclose your identity and contact information to law enforcement, government agencies, or other legal entities or as a result of a subpoena or other legal process or results thereof, and you agree not to bring any legal action or claim against the owner of this site.

This site reserves the right to revise these rules at its discretion, so check back from time to time to be sure you are complying with the current version.

Rules at its discretion, so check back from time to time to be sure you are complying with the current version.

