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## TERMS AND CONDITIONS

### **BY VISITING TRACYSCHIFFMANN.COM, YOU ARE CONSENTING TO OUR TERMS AND CONDITIONS.**

#### **Scope of Terms**

Welcome to tracyschiffmann.com (the “Website”). The Website and services and products offered may include, but are not limited to, articles, reference and communication tools, message boards, books, courses and information products (the “Service”). The Service is owned and operated by Tracy Schiffmann (“us,” “our,” and “we”).

Access to all areas of the Website is provided in accordance with the following terms (“Terms”). By using the Website, you electronically agree to be legally bound by the Terms, which govern your use of the Website. If you do not agree to all of these Terms, please immediately discontinue any further use of the Website. Your failure to follow the Terms may result in suspension or termination of your access to the Website.

We may change these Terms at any time. Continued access to the Website by you will constitute your acceptance of any changes or revisions to the Terms.

#### **General Usage Rules**

We reserve the right to refuse service to anyone for any reason at any time.

You agree not to disrupt, modify or interfere with the Website, or its associated software, hardware, and/or servers in any way, and you agree not to impede or interfere with others’ use of the Website. You further agree not to alter or tamper with any information or materials on or associated with the Website.

#### **Passwords**

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Your right to use the Website is personal to you. You may not sub-license, transfer, sell or assign your right to access or use the Website to any third party without our prior written approval. Any attempt to do so will be null and void and will be considered a material breach of the Terms.

You will be solely responsible for maintaining the confidentiality of your password. You are solely responsible for all usage or activity on your account including, but not limited to, use of the account by any person who uses your ID and password. If you have reason to believe that your account is no longer secure (for example, in the event of a loss, theft, or unauthorized disclosure or use of your ID, password or any credit, debit or charge card number stored on the Website), you must promptly change your password and notify us by contacting us by email at the follow address: [tracy@tracyschiffmann.com](mailto:tracy@tracyschiffmann.com).

### **Intellectual Property**

You acknowledge and agree that the Website and the information, content and software presented to you through or by the Website or used in connection with the Website contain proprietary and confidential information that is protected under U.S. and international intellectual property laws, including those pertaining to the protection of copyrights, trademarks, service marks, and patents, and security components that protect digital information. Except as expressly authorized by us, you agree not to sell, rewrite, modify, redistribute, create derivative works, or rent any part of the Website or any information presented to you through the Website, in whole or in part.

You may not remove any copyright notices from our materials. We reserve all of our other rights not granted in these Terms. You agree not to access the Website by any means other than through the interface that is provided by us for use in accessing the Website.

### **License**

We grant you a personal, non-exclusive, non-transferable, limited and revocable license to use the Website and the Service subject to those

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Terms. You may not use the Website in a manner that exceeds the rights granted for your use of the Website, which includes unauthorized copying or distribution of any of the content displayed or used in the Website or creating an unauthorized derivative work.

### **Information Provided by You**

If you upload materials, content or information (collectively, "Information") to areas of the Website that are available to other users, you give us an irrevocable, perpetual license to use, reproduce, modify, adapt, publicly perform and publicly display the Information. Please refer to our Privacy Policy for an explanation of how we use your information and your rights to change or delete it.

### **Restrictions Applicable to Use**

In connection with your use of the Website, you may not post, email, transmit or otherwise distribute: (a) Information infringing on intellectual property or privacy rights of others Information that is unlawful, harmful, obscene, defamatory, harassing, abusive, or slanderous in our sole opinion; (b) Information that harms minors in any way; (c) viruses or other harmful computer code designed to interrupt, destroy or limit the use of any computer software or hardware, or (d) confidential Information belonging to any other person. IN addition, you may not engage in any conduct to: (a) collection Information about others; (b) interfere with the Website or the servers or other technology hardware used by the Website; (c) inhibit others from using the Website, or (e) allow any other person or entity to use your password or other identification; or (f) violate any law or regulation.

### **Disclaimers of Warranties**

WE PROVIDE THE WEBSITE "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE." WE MAKE NO EXPRESS WARRANTIES OR GUARANTEES ABOUT THE WEBSITE. TO THE EXTEN PERMITTED BY LAW, WE DISCLAIM IMPLIED WARRANTIES THAT THE WEBSITE IS MERCHANTABLE, OF SATISFACTORY

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QUALITY, ACCURATE, FIT FOR A PARTICULAR PURPOSE OR NEED, OR NON-INFRINGEMENT.

WE DO NOT GUARANTEE ANY PARTICULAR RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE, INCLUDING THAT ANY INFORMATION OR CONTENT OBTAINED AS A RESULT OF USING THE WEBSITE WILL BE EFFECTIVE, RELIABLE, ACCURATE, OR MEET YOUR REQUIREMENTS. WE DO NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE THE WEBSITE (EITHER DIRECTLY OR THROUGH THIRD PARTY NETWORKS) AT TIMES OR LOCATIONS OF YOUR CHOOSING. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY OUR REPRESENTATIVES SHALL CREATE A WARRANTY. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS THAT THIS CONTRACT CANNOT CHANGE. YOU USE THE WEBSITE AT YOUR OWN RISK

WE SHALL NOT BE LIABLE FOR ANY INDEIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING FROM YOUR USE OF THE SERVICE. THESE EXCLUSIONS APPLY TO ANY CLAIMS FOR LOST PROFITS, LOST DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF WE OR OUR SERVICE PROVIDERS KNEW OR SHOULD HAVE KNOWN THE POSSIBILITY OF SUCH DAMAGES. BECUASE SOME STATES OR JURISDICTONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, THE SERVICE PROVERS' LIABILITY IN SUCH STATE OR JURISDICTION IS LIMITED TO THE EXTENT PERMITTED BY LAW.

### **Indemnity**

You agree to defend, indemnify, and hold us, our officers, directors, employees, agents, licensors, and supplies, harmless from and against any claims, actions or demands, liabilities an settlements including without limitation, reasonable legal and related fees and expenses, resulting from, or alleged to result from, your violation of these Terms.

### **Notice and Take Down Procedures and Copyright Agent**

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If you believe any materials accessible on or from the Website infringe your copyright, trademark or other legal rights, you may request removal of those materials (or access thereto) from the Website by contacting us at [tracy@tracyschiffmann.com](mailto:tracy@tracyschiffmann.com).

### **Termination and Modification**

You agree that we may, without prior notice, discontinue, temporarily or permanently, the Website (or any part thereof) or eliminate your account, any associated email address, and remove any information you uploaded or provided to the Website with or without notice. Cause for termination will include, but not be limited to, (a) violations of these Terms or any other policy of Tracy Schiffmann, (b) requests by law enforcement or other government agencies, (c) a request by you, (d) discontinuance or material modification to the Website, or (e) unexpected technical or security issues or problems.

### **Entire Agreement**

Except for contracts which you may negotiate separately with Tracy Schiffmann, these Terms and the policies, rules and guidelines posted on the Website constitute the entire contract between you and us and supersede all previous written or oral contracts, If an part of the Terms is held invalid or unenforceable, that portion will be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions will remain in full force and effect.

### **Choice of Law and Place for Resolving Disputes**

The laws of the State of Oregon govern this contract and any claim or dispute that you may have against us, without regard to its conflict of laws, rules, and that the United Nations Convention on Contracts for the International Sale of Goods will have no applicability. You further agree that any disputes or claims that you may have against us will be exclusively resolved by a court located in Oregon. You irrevocably consent to the venue and jurisdiction of such courts.

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BY AGREEING TO THIS AGREEMENT, YOU ARE: (1) WAIVING CLAIMES THAT YOU MIGHT OTHERWISE HAVE AGAINST US BASED ON THE LAWS OF OTHER JURISDICTIONS, INCLUDING YOUR OWN; (2) IRREVOCABLY CONSENTING TO THE EXCLUSIVE JURISDICITON OF, AND VENUE IN, STATE AND FEDERAL COURTS IN THE STATE OF, OVER ANY DISPUTES OR CLAIMS YOU HAVE WITH US; AND (3) SUBMITTING YOURSELF TO THE PERSONAL JURISDICTION OF COURTS LOCATED IN FOR THE PURPOSE OF RESOLVING ANY SUCH DISPUTES OR CLAIMS.

### **Assignments**

We may assign this contract at any time without notice to you. You may not assign this contract to anyone else.

### **Execution of Agreement**

Your continued use of the Website constitutes your acceptance of these Terms as a legal contract and the equivalent of an electronic signature. Natural persons executing this contract warrant and represent that they are at least eighteen (18) years of age. Users and the person executing this Agreement on behalf of any user that is a proprietorship, corporation, partnership or other entity, represent that such Person is duly authorized by all necessary and appropriate corporate or other action to execute this contract on behalf of the user.

## **PRIVACY POLICY**

**BY VISITING TRACYSCHIFFMANN.COM, YOU ARE CONSENTING TO OUR PRIVACY POLICY.**

Thank you for using our Website. This statement discloses the privacy policy for tracyschiffmann.com (the "Website"). Questions for clarification of this statement or comments may be addressed via email to:

[tracy@tracyschiffmann.com](mailto:tracy@tracyschiffmann.com).

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We adopted this Privacy Policy to further the relationship between our customers and us. This statement of our Privacy Policy makes disclosures concerning our collection of information, including personal information, when you use the Website, and how we use and disclose it to others. By using the Website you accept the practices described in this Privacy Policy.

### **Information We Collect**

We collect personal and non-personal information when you provide it to us in the course of using our Website. The personal information that we may collect includes your name, mailing address, phone number, email address, credit card number, and financial information. The non-personal information that we may collect includes your browser type, the URL of the previous website you visited, your ISP, operating system, and your Internet Protocol (IP) address. The non-personal information is not used by us to personally identify you and is not readily usable for that purpose.

When you subscribe to our service or otherwise make a purchase through our Website, we may collect your name, mailing address, telephone number, credit card number, email address, and other information that we request during the registration process.

In addition, if you communicate with us regarding the Website or any of our services or products, we collect any information that you provide to us during the course of our communication.

We may use analytic and reporting technologies to record non-personal information such as Internet domain and host names, Internet Protocol (IP) addresses, browser software, operating system types, click patterns, and the dates and times that the Website and our services are accessed by you. We may contract with a third party to help us manage, monitor and optimize our Website and measure the effectiveness of our advertising, communications and use of the Website. We may use cookies (described below) for this purpose.

### **Our Use of Information for Internal Purposes**

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We may use your personal information primarily for our own internal purposes, such as providing, maintaining, evaluating, and improving our Website and the products and services we offer and sell, to collect credit card payments for subscriptions fees and other purchases you make, and to provide customer support.

We use the non-personal information we collect to track the use of the Website and to assist us in providing, maintaining, evaluating, and improving our Website and the services and products we offer and sell.

### **Our Disclosure of Personal Information to Third Parties**

We will disclose your personal information to protect or enforce our legal rights and policies, to protect or enforce the legal rights of a third party, or as we in good faith believe we are required to do so by law (such as to comply with a subpoena or court order, for example).

We may contract with various third parties who help us provide, maintain and improve the Website and the services we provide and the services and products we offer and sell and such third parties may have access to your personal information in order to perform their services. For example, we use a third party to process payments made to us, and may subcontract out production, fulfillment, analytics, reporting or other operations. We may contract with third party contractors to help us manage, monitor and optimize our Website and the services and products we offer and sell. We may also use third party contractors to help us measure the effectiveness of our advertising and communications.

### **Our Disclosure of Non-Personal Information to Third Parties**

We may disclose non-personal Information, in aggregate form, to potential strategic partners, advertisers, investors, customers, and others. You may not opt-out of the sharing of this information.

### **Our Use of Cookies**



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A cookie is a small file placed on the hard drive of your computer. Most websites use cookies. We will use cookies to track your use of the Website and the services and products we offer and sell, provide you with a more personalized user experience, and to facilitate your logging in to the Website. You have the ability to accept or decline cookies using your web browser settings. If you choose to disable cookies, some areas of the Website may not work properly or at all.

### **How We Protect Your Personal Information**

We consider protecting the security of your personal information as extremely important. When you enter sensitive information such as a credit card number, our vendor encrypts that information using secure socket layer technology (sometimes referred to as “SSL”).

We follow generally accepted industry standards to protect personal information submitted to us, both during transmission and once we receive it. NO method of transmission over the Internet, or method of electronic storage, is 100% secure. Therefore, while we strive to use commercially acceptable means to protect your personal information, we do not guarantee absolute security. We are not responsible for the unauthorized acts of others and we assume no liability for any disclosure of information due to errors in transmission, unauthorized third-party access (such as through hacking) or other acts of third parties, or acts or omissions beyond our reasonable control.

### **Review and Changing Your Personal Information**

You may obtain a copy of and request that we correct errors in your personal information by emailing us at [tracy@tracyschiffmann.com](mailto:tracy@tracyschiffmann.com). If you do desire to obtain a copy of your personal information, you will be required to provide proof of your identity.

### **Application of Privacy Policy When You Access Third Party Websites**

You will be able to access third party websites directly from the Website. This Privacy Policy does not apply when you access third party websites.

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We cannot control how third parties may use personal information you disclose to them, so you should carefully review the privacy policy of any third party website you visit before using it or disclosing your personal information to its provider.

### **Changes in Privacy Policy**

This Privacy Policy is subject to change from time to time. You acknowledge and agree that it is your responsibility to review this Site and this Privacy Policy periodically and to be aware of any modifications. We will notify you of any changes to this Privacy Policy by posting these changes on this page.

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### **AFFILIATE DISCLAIMER**

I may be an affiliate for products that I recommend. If you purchase those items through my links I will earn a commission. You will not pay more when buying a product through my link. IN fact, I oftentimes am able to negotiate a lower rate (or bonuses) not available elsewhere.

Plus, when you order through my link, it helps me to continue to offer you lots of free items. Thank you, in advance, for your support!