

# TERMS OF USE & PRIVACY POLICY

## TERMS OF USE

Thank you for your interest in using the MarketeersClub™ online services (the “**Service**”) provided by Marketeers Club, Inc. (“**MC**”) through the MC Web sites located at <http://www.marketeersclub.com> (the “**Site**”). These Terms of Use (“**Terms**”) govern your use of the Service and the Site. Please read these Terms carefully. By signing up and using marketeersclub.com and all of its affiliated services, you are stating that you have read and understand, and agree to be bound by, these Terms. If you do not agree to these Terms, you are not permitted to use the Service. We reserve the right at our sole discretion, to change, modify, add, or remove portions of the Terms at any time. Prices and information are also subject to change at any time. Alterations of the Site in no way affect the Terms themselves. Your continued use of the Site following the posting of changes to the Terms will mean you accept those changes.

**1. Description of Service.** MC’s Service commitment to our users is to provide you with access to a broad collection of online resources through our Site to enable product and brand managers in key industries to plan, analyze and execute marketing initiatives using one dynamic, interactive web site. MarketeersClub.com also allows marketers to interact with other members on our Site via Blogs and Discussion Forums.

**2. Membership.** Only individual persons 18 years or older will be permitted to use the Service. MC reserves the right to refuse membership and/or use of the Service to any person at any time with or without notice and for any reason or no reason.

**3. Your Responsibilities.** You are responsible for obtaining and maintaining all equipment and services needed for access to and use of marketeersclub.com and for paying all 3<sup>rd</sup> party charges related thereto. When you register to become a member of Marketeers Club, MC collects certain personal information about you.

You agree that MC may use any information MC obtains about you in accordance with the provisions of the Marketeers Club [Privacy Policy](#). You agree to: (a) provide true, accurate, current, and complete information as prompted by the sign up form; and (b) maintain and update such information to keep it true, accurate, current, and complete at all times. In addition, you agree not to use the marketeersclub.com to: (a) violate any local, state, national, or international law or regulation; (b) transmit any material that is abusive, harassing, tortuous, defamatory, vulgar, pornographic, obscene, libelous, invasive of another’s privacy, hateful, or racially, ethnically, or otherwise objectionable; (c) transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation; (d) transmit any material that contains adware, malware, spyware, software viruses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (e) stalk, harass, or harm another individual; (f) impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; or (g) interfere with or disrupt the operations of marketeersclub.com or

servers or networks connected to the Marketeers Club, or disobey any requirements, procedures, policies, or regulations of networks connected to the Marketeers Club.

**4. User Submissions; Proprietary Rights; License Grant.** MC does not claim ownership of any information, data, text, graphics, video, messages, tags or other materials you submit for display or distribution to others through Marketeers Club (collectively, “**User Submissions**” and/or “Submissions”). As between MC and you, you retain copyright and own all legal right, title and interest in and to your Submissions. By submitting, posting or displaying your Submissions you grant to MC and MC’s affiliates, representatives, and assigns an irrevocable, perpetual, non-exclusive, fully-paid, royalty-free, world-wide license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform, and publicly display your User Submissions (in whole or in part) in any format or medium now known or later developed; provided, however, that the exercise by MC of its rights under the foregoing license shall at all times be subject to the limitations upon disclosure of your User Submissions imposed upon MC under the MC Privacy Policy. You also grant to each user of the MarketeersClub Site a non-exclusive license to access your User Submissions through the Site, and to use, reproduce, distribute, display and perform your User Submissions through the functionality of the Site in accordance with these Terms. MC reserves the right to display advertisements in connection with User Submissions and to use Submissions for advertising and promotional purposes. MC does not monitor, edit or control the contents of User Submissions posted on MarketeersClub.com and does not guarantee the accuracy, integrity or quality of such Submissions. Even though MC may occasionally, but has no obligation to, pre-screen User Submissions, you agree that you are solely responsible for all of your Submissions. MC is not required to host, display, or distribute any or all Submissions, and may remove at any time or refuse any Submissions for any reason in MC’s sole discretion. MC is not responsible for any loss, theft or damage of any kind to any User Submissions nor is MC liable for any use or misuse of such Submissions by any user or any third party. You represent and warrant that your User Submissions and MC’s authorized use thereof do not and will not infringe the rights of any third party (including, without limitation, intellectual property rights including copyrights, trademarks, rights of privacy or publicity, or any other legal or moral rights).

**5. Copyright Infringement.** MC respects the intellectual property rights of others. Accordingly, MC has a policy of removing User Submissions that violate copyright law, suspending access to the MarketeersClub.com (or any portion thereof) to any user who uses the MarketeersClub.com in violation of copyright law, and/or terminating in appropriate circumstances the account of any user who uses Marketeers Club in violation of copyright law. Pursuant to Title 17 of the United States Code, Section 512, MC has implemented procedures for receiving written notification of claimed copyright infringement and for processing such claims in accordance with such law. If you believe your copyright is being infringed by a user of the MarketeersClub.com, please provide written notice to the following MC agent for notice of claims of copyright infringement.

Claims Agent  
Marketeers Club, Inc.  
23721 Highland Valley Road

Diamond Bar, CA 91765  
Tel: (888) 221-2582  
Email: [claims@marketeersclub.com](mailto:claims@marketeersclub.com)

Your written notice must: (a) contain your physical or electronic signature; (b) identify the copyrighted work alleged to have been infringed; (c) identify the allegedly infringing material in a sufficiently precise manner to allow MC to locate that material; (d) contain adequate information by which MC can contact you (including postal address, telephone number, and e-mail address); (e) contain a statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, the copyright owner's agent, or the law; (f) contain a statement that the information in the written notice is accurate; and (g) contain a statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner. Please do not send notices or inquiries unrelated to alleged copyright infringement to MC's designated agent.

**6. Termination.** MC MAY AT ANY TIME, IN IT'S SOLE DISCRETION FOR ANY REASON OR FOR NO REASON, REJECT ANY MEMBERSHIP FORM SUBMITTED BY A USER AND CAN CHOOSE TO DISALLOW ANY USER FROM HAVING A PROFILE OR MEMBERSHIP ON THE WEBSITE AND IS UNDER NO OBLIGATION FOR PROVIDING ANY REASONS THEREOF TO THE USER WHO MAY HAVE FILED A SIGN-UP FORM ONLINE. MC may terminate your Marketeers Club membership or suspend your access to all or part of MarketeersClub.com, without notice, if you violate these Terms or you engage in any conduct that MC, in its sole and absolute discretion, believes is in violation of any applicable law or regulation or is otherwise harmful to the interests of MC, any other MarketeersClub user, or any third party. YOU AGREE THAT MC SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR REMOVING YOUR USER SUBMISSIONS OR SUSPENDING OR TERMINATING YOUR ACCESS TO MARKETEERSCLUB.COM (OR ANY PORTION THEREOF). You may discontinue your participation in and access to the MarketeersClub Site and remove your User Submissions at any time. If you choose to remove your User Submissions, the licenses granted above by you to MC and to other users of the Site will automatically terminate within a commercially reasonable time after you remove or delete your Submissions from the Site. MC shall endeavor to permanently delete but may retain and not use, distribute or publicly display server copies of User Submissions that have been removed or deleted from the Site. MC reserves the right to investigate your use of the MarketeersClub.com in the event MC, in its sole and absolute discretion, believes you have violated these Terms. You understand and agree that, in some cases following termination, you may still receive pre-scheduled messages for a reasonable period of time following termination.

**7. Modifications MarketeersClub.com.** MC reserves the right to modify or discontinue MarketeersClub.com with or without notice to you. YOU AGREE THAT MC SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY SHOULD MC EXERCISE

## ITS RIGHT TO MODIFY OR DISCONTINUE THE OPERATION OF MARKETEERSCLUB.COM.

**8. Fees.** MC reserves the right at any time to charge fees for access to new MarketeersClub.com content or services or to portions of the existing MarketeersClub.com content or services or to MarketeersClub as a whole. For example, MC may offer users of MarketeersClub the opportunity to pay fees in exchange for increased storage capacity on MC's servers. In no event will you be charged for access to any MarketeersClub.com content or service, or to MarketeersClub as a whole, unless we obtain your prior agreement to pay such fees. If you do not consent to the payment of such fees, however, you may not have access to such paid content or services. Details regarding the content or services you will receive in exchange for fees, as well as the payment terms and conditions that apply, will be disclosed to you prior to your agreement to pay such fees. Any such terms and conditions shall be deemed to be a part of (and are hereby incorporated by reference into) these Terms.

**9. Password and Security.** You are responsible for maintaining the confidentiality of your MarketeersClub.com password, and you are solely responsible for all activities that occur under your password. MC reserves the right to enforce its policy regarding the specifications for usernames and passwords in the sign up page. e.g. minimum number of characters required and can curtail or terminate access to MC online services for users not adhering to current policies in this regard. You may change your password at any time subject to these Terms. You agree to immediately notify MC of any unauthorized use of your password or any other breach of security related to Marketeers Club. MC reserves the right to require you to alter your password if MC believes that your password is no longer secure. **YOU AGREE THAT MC WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM YOUR FAILURE TO ADEQUATELY SAFEGUARD YOUR PASSWORD.**

**10. Links.** MC's provision of a link to any other Web site or Internet resource is for your convenience only and does not signify MC's endorsement of such other Web site or resource or its contents. MC is not responsible for any content, data, information found on any website outside of marketeersclub.com even though the link for that website is found on marketeersclub.com. The resources, links, and vendors listing found on marketeersclub.com is purely for suggestion purposes and users are solely responsible for doing their own due diligence before using any of these aforementioned suggestions. **YOU AGREE THAT MC SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR ANY INFORMATION, SOFTWARE, OR MATERIALS FOUND AT ANY OTHER WEB SITE OR INTERNET RESOURCE.**

**11. Content/Downloads/Referrals.** MC's provision of use of content, downloads and/or referrals is to be used at your discretion and does not signify MC's guarantee of the contents, downloads and referrals. **YOU AGREE THAT MC SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR RESULTS FROM USE OF THE MARKETEERSCLUB.COM CONTENTS, DOWNLOADS AND/OR REFERRALS.**

**12. No Commercial Use.** You may not reproduce, duplicate, sell, trade, resell, distribute, make any commercial use of (other than to keep and share information for your own business purposes), or use to operate a Web site or otherwise generate income from Marketeers Club Site or Service.

**13. mBuck Rewards.** Marketeers Club members may earn mBuck rewards (“**Points**”) pursuant to various mBuck rewards programs offered from time to time on the Site to members for submitting, participating and using all or parts of MarketeersClub.com in exchange for, gifts or other incentives (collectively, “**Incentives**”) in return for their User Submissions and participation. Points and Incentives provided by Marketeers Club, Inc. are governed by the Terms of Use and/or the rules attached to any such mBuck reward program, as applicable. Rewards or Incentives provided by third parties are governed by rules and agreements between you and such third party. MC and MarketeersClub.com is under no obligation to provide members with any particular number of opportunities to earn Points. By redeeming the Incentives, member acknowledges that MC may not be held liable for any loss, damages or injury associated with accepting or using the Incentives.

**14. Disclaimer of Warranties.** YOU EXPRESSLY AGREE THAT USE OF THE MARKETEEESCLUB and MARKETEEESCLUB.COM IS AT YOUR SOLE RISK. THE MARKETEEES CLUB SITE AND SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. MC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO MARKETEEES CLUB (INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, AND NON-INFRINGEMENT). MC MAKES NO WARRANTY THAT MARKETEEESCLUB.COM WILL MEET YOUR REQUIREMENTS, OR THAT MARKETEEESCLUB.COM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. YOU ACKNOWLEDGE THAT ACCESS TO DATA (INCLUDING, BUT NOT LIMITED TO, DOCUMENTS, AND FILES) STORED BY YOU OR OTHERS ON THE MARKETEEESCLUB.COM SITE AND SERVICE IS NOT GUARANTEED AND THAT MC SHALL NOT BE RESPONSIBLE TO YOU FOR ANY LOSS OF DATA CAUSED BY THE MARKETEEES CLUB SERVICE, MARKETEEESCLUB.COM SITE OR ITS UNAVAILABILITY. MC MAKES NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF MARKETEEESCLUB.COM SITE AND SERVICE, OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH MARKETEEESCLUB.COM, OR THAT ANY DEFECT IN THE MARKETEEES CLUB SERVICE WILL BE CORRECTED. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF MARKETEEES CLUB SERVICE AND MARKETEEESCLUB.COM SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE ARISING THEREFROM. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM MC, THE MC SITE OR THROUGH THE MARKETEEES CLUB AFFILIATES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. MARKETEEES CLUB DISCLAIMS ANY WARRANTIES THAT THE SITE OR THE SERVICE WILL BE FREE FROM CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, SECURITY INTRUSION OR OTHER HARMFUL COMPONENTS.

**15. Limitation of Liability.** YOU UNDERSTAND THAT TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL MC OR ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, OR LICENSORS BE LIABLE UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STATUTORY, OR OTHERWISE) FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH PARTIES WERE ADVISED OF, KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM YOUR USE (OR USE BY ANYONE WITH ACCESS TO YOUR ACCOUNTS) OF THE MARKETEERS CLUB SERVICE AND/OR MARKETEERSCLUB.COM SITE.

**16. Exclusions and Limitations.** Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent that MC may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of MC's liability shall be the minimum permitted under such applicable law.

**17. Indemnification.** You agree to indemnify, defend, and hold harmless MC, its officers, directors, shareholders, parents, subsidiaries, affiliates, employees, consultants and agents from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees) that such parties may incur as a result of or arising from your use (or anyone else's use of your account) in violation of these Terms. MC reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with MC's defense of such claim.

**18. Trademarks.** "Marketeers Club" and the MarketeersClub.com design, as well as certain other of the names, logos, and materials displayed in MarketeersClub.com constitute trademarks, trade names, service marks or logos ("**Marks**") of MC or other entities. You are not authorized to use any such Marks. Ownership of all such Marks and the goodwill associated therewith remains with MC or the respective owners of such Marks.

**19. Copyrights; Restrictions on Use.** The content on the Site (the "**Content**"), including without limitation, video, text, photos, and graphics, is protected under United States and international copyright laws, is subject to other intellectual property and proprietary rights and laws, and is owned by MC or its licensors. Other than with respect to your own User Submissions: (a) the Content may not be copied, modified, reproduced, republished, posted, transmitted, sold, offered for sale, or redistributed in any way without the prior written permission of MC and its applicable licensors; and (b) you must abide by all copyright notices, information, or restrictions contained in or attached to any Content.

**20. Miscellaneous.** These Terms, together with the terms of any end user license agreement to which you agree when downloading any documents and files that MC makes available through the MarketeersClub.com and any additional terms to which you agree when using particular elements of Marketeers Club (e.g., terms relating to the payment of fees for certain Marketeers Club content or services), constitute the entire and exclusive and final statement of the agreement between you and MC with respect to the subject matter hereof, and govern your use of Marketeers Club, superseding any prior agreements or negotiations between you and MC with respect to the subject matter hereof. These Terms and the relationship between you and MC shall be governed by the laws of the State of California without regard to its conflict of law provisions as applied to agreements made, entered into, and performed entirely in California by California residents, notwithstanding your actual place of residence. All claims, causes of action or disputes ("Dispute") arising from or relating to these Terms, your use of the MC Site or Service, or any other MarketeersClub products and services shall be finally settled by binding arbitration in San Francisco, California, USA, under the Commercial Arbitration Rules of the American Arbitration Association (the "Rules") by three arbitrators appointed in accordance with said Rules. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. You and Marketeers Club agree that, any provision of applicable law notwithstanding, neither party will request, and the arbitrators shall have no authority to award, punitive or exemplary damages against the other party. At either party's request, the arbitrators shall issue a written decision explaining the facts and legal reasoning on which their decision is based. The arbitration proceedings shall be conducted in the English language. As the sole exception to the foregoing agreements on exclusive jurisdiction and arbitration, either party may, at its sole discretion, seek preliminary or permanent injunctive relief in any court of competent jurisdiction. The prevailing party in any Dispute shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which that party may be entitled. The failure of MC to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, you nevertheless agree that the court should endeavor to give effect to the intentions of MC and you as reflected in the provision, and that the other provisions of these Terms remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of Marketeers Club Site or Service or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in these Terms are for convenience only and have no legal or contractual effect. The terms of Sections 3 and 12 through 20 of these Terms, as well as any other limitations on liability explicitly set forth herein, shall remain in full force and effect notwithstanding any termination of these Terms for any reason or termination of your use of the Marketeers Club products and services.

## PRIVACY POLICY

Effective: [January 1, 2009]

Thank you for your interest in MarketeersClub™ (“**MC**”) and the online services operated by MC on [www.marketeersclub.com](http://www.marketeersclub.com) (“**Site**”). Your privacy is important to us and we have prepared this Privacy Policy to explain to you how we collect, use, and share information we obtain through your use of [www.marketeersclub.com](http://www.marketeersclub.com). This Privacy Policy applies exclusively to information you provide to us through use of the Site and does not govern our use of any information you provide to us when you call us, write to us, or communicate with us in any manner other than through the Site. Because the Internet is global, information about you that we collect or that you submit may be transferred to, processed in, and held in countries (including the United States) other than the one in which you reside. **By using the Site, you explicitly consent to such use of your information and agree to the terms of this Privacy Policy.**

**1. Information We Automatically Collect.** We automatically collect certain information to help us understand how our users use the Site (which we will refer to in this Privacy Policy collectively as (“**Usage Data**”). For example, each time you visit the Site we may automatically collect your IP address, browser and computer type, access time, the Web page from which you came, and the Web page(s) that you access during your visit. We also use cookies (which are small amounts of data sent from a web server to your browser that are stored on your computer’s hard drive) to keep track of your use of the Site, to validate your identity, to remember your password and preferences, to tailor the Site to meet your personal interests, and to improve the quality of the Site. In addition, third parties who place advertisements on the Site may also collect information through cookies to ensure that their advertising systems and technologies work properly and to allow them to track responses to their advertisements. Cookies set by these third parties are governed by the privacy policies of those third parties. Generally, you can set your browser not to accept cookies or to notify you if you are sent a cookie, giving you the opportunity to choose whether or not to accept the cookie. Please note that if you do set your browser not to accept cookies, certain areas of our Site may not function properly during your use of the Site.

**2. Information You Choose To Submit.** You can visit the Site without telling us who you are or revealing any information by which someone could personally identify you (which we will refer to in this Privacy Policy collectively as (“**Non-Personal Information**”). If, however, you wish to register to become a member of the Site, you are required to provide certain Personal Information (e.g., your name and e-mail address), and we ask that you also provide a user name and password. We use your Personal Information to fulfill your requests for products and services, to improve our services, and to contact you from time to time about us, our Site, and our products and services. You may also choose to submit additional information about yourself (for example your gender, or zip code) by which someone could personally identify you (which we will refer to in this Privacy Policy collectively as (“**Personal Information**”). Finally, you may choose to submit documents or any other information that you would like to share with other users of the Site (which we will refer to in this Privacy Policy collectively as (“**Shared Information**”).

### 3. Our Information Sharing Practices

Except as otherwise described in this section of our Privacy Policy, we will never share your Usage Data, Personal Information, Non-Personal Information, or Shared Information (which we will refer to in this Privacy Policy collectively as “**User Information**”) with any third party without your permission.

- a. Advertisers.** From time to time, we may share your Usage Data and Non-Personal Information to enable third parties who serve advertisements on the Site to deliver advertisements that will be relevant to you. We will not share any such information, however, in a manner that would enable the advertiser to personally identify you.
- b. Aggregated Data.** From time to time, we may share aggregated User Information (other than Shared Information) with third parties. We will not share any aggregated data, however, in manner that would enable the recipient to personally identify you.
- c. Service Providers.** From time to time, we may enter into relationships with third parties who provide services to us (e.g., data management and storage services or credit card processing services). In those circumstances, we disclose User Information that is necessary for such service providers to perform those services and require that they maintain the confidentiality of such User Information, some of which may contain personally identifiable information about you.
- d. Other Disclosure Scenarios.** Notwithstanding anything in this Privacy Policy to the contrary, we reserve the right, and you hereby expressly authorize us, to share any User Information: (1) in the event we are required to do so in order to comply with any valid legal process or governmental order or request, including a search warrant, subpoena, statute or court order, or to establish, protect, or exercise our legal rights or defend against legal claims; (2) if we believe it is necessary in order to investigate, prevent, or take action regarding illegal activities, fraud, or situations involving potential threats to the safety of any person or property; (3) if we believe it is necessary to investigate, prevent, or take action regarding significant abuse of the Site’s infrastructure or the Internet in general (such as voluminous spamming, denial of service attacks, or attempts to compromise the security of information); (4) with our parent company, subsidiaries, joint ventures, or other companies under common control with us (in which case we will require such entities to honor this Privacy Policy); and (5) if we are acquired by or merged with another entity in which case we will require the surviving entity to honor this Privacy Policy.
- e. Public Information.** If you identify any User Information as public, you are authorizing us to share such information publicly. For example, you may elect to make certain Shared Information (such as documents) publicly available. Also, there may be areas of the Site (e.g., blogs, discussion groups, and other online forums) in which you are able to post information that will be available to all other users of the Site. By choosing to use these areas, you understand and agree that anyone may access, use, and disclose any information that you post to those areas.

**4. Choice/Opt-Out.** We offer you the opportunity at any time to choose not to receive communications from us, or to withdraw previously-given permission to disclose User Information about you to third parties. If you would like to take advantage of this opportunity, please let us know by accessing and updating your profile. Please note that sometimes these requests may take up to ten business days to process and that we are not responsible for removing information about you from the database of any third party to whom we were authorized to disclose your User Information prior to processing your request. Even if you do take advantage of this opportunity, we reserve the right to send you administrative messages relating to the Site (e.g., about changes to this Privacy Policy) and to contact you regarding any goods or services you have ordered.

**5. Modifying and Deleting Your Personal Information.** If you would like to modify or delete from our database any User Information you previously submitted to us, please let us know by accessing and updating your profile. Please note that any User Information that we have copied may remain in back-up storage for some period of time after your request, and that if you delete certain information you may not be able to order services in the future without re-submitting such information. Also, please note that we will maintain User Information in our database whenever we are required to do so by law.

**6. Security.** We have implemented reasonable measures to help protect your User Information from loss, misuse, or unauthorized access or disclosure. Unfortunately, however, no data transmission over the Internet can be guaranteed to be 100% secure. As a result, while we strive to protect your User Information, we cannot guarantee its security.

**7. Links.** The Site may contain links to other websites. We are not responsible for the privacy practices of any such other website and urge you to review such practices prior to submitting any information to such websites.

**8. Children's Privacy.** We are committed to protecting the privacy needs of children and we encourage parents and guardians to take an active role in their children's online activities and interests. The Site is not intended for and may not be used by children under the age of 18. We do not knowingly collect information from children under the age of 18 and we do not target the Site to children under the age of 18.

**9. Changes.** We may update this Privacy Policy from time to time. If under any such update we make any material change to the way in which we treat your User Information, we will inform you of such change via e-mail or by posting a notice on relevant areas of the Site. Any updated version of this Privacy Policy will be effective as of the date set forth therein. You may view the most current version of this Privacy Policy at any time at: [www.marketeersclub.com](http://www.marketeersclub.com).

**Questions.** If you have any questions about this Privacy Policy, please feel free to contact us by e-mail at [privacy@marketeersclub.com](mailto:privacy@marketeersclub.com).