

## **SKILL 35**

# **PAYMENT AND LEGAL**

**Caroline Bailey, MA  
Darin Deterra, PhD**

(c) Copyright 1995-2018 Darin Deterra.  
All rights reserved.

## SKILL 35: PAYMENT, TESTING & LEGAL

### a. PRICING

Be confident in your pricing. Own it. Feel powerful when you state the price, and then BE QUIET immediately after announcing it. Don't say, "The price is...or the cost of the program is" Instead, say "The investment for my (original title here) Package is..." The reason you don't use the word *price* or *cost* is because they are investing **in themselves**, not just in you. They're not "buying" something; they're investing.

The real issue for health care practitioners isn't that other people don't value the transformation. It is often that the practitioner doesn't value their work. To find the value in what you're offering, ask yourself these questions.

- What called you into this field?
- What are the real benefits of your work?
- What is the *why* of your program?

Ask questions to see what your prospect is truly after. What results are they really seeking? Once you do this in a serious way, it will transform the perceived value of what you do. Do you see the value in your services?

We are talking about "self-worth" here. Recognize that you unconsciously set your price, depending on how much *you* value the transformation or results that you provide? When you help your client's see their investment differently for themselves, they are free to enroll because they want the outcome. But you need to do the work and see the value in your own services:

- You must see the value of what you provide first.
- See your value with new eyes, so you feel enrolled yourself
- Write down the transformations your patients or clients will get
- There is something beyond this that they are coming for. What is it?
- Know this for yourself before you charge a price that reflects that.

To help people's lives:

- You have to communicate with money.
- Be willing to communicate with money – it's everywhere.
- Allow an unimpeded flow of money into your life. Work through your money fears, money traumas and your money beliefs, so you can fully show up, stand in your power and help your clients to do the same.

# PAYMENT



# LEGAL AND BUSINESS CONTRACTS

## (1). WHAT'S YOUR "VALUE"?

Do you see the value in your services? Do you recognize that *you* set your prices based on how much *you* value the transformation or outcome that you provide? When you help your client's see the work differently for themselves, they can enroll because they want the outcome. You need to do the internal work, so you can model internalized value to your clients.

- Recognize your value. Set the value for yourself first.
- Write down the transformation that your clients will receive.
- They need something beyond this. What do they need?
- Know this for yourself before you charge a price that reflects this.

To help people, be willing to communicate with money. Money is everywhere. Money is the unspoken need – and the core pain – that most people seek relief from. Do not avoid transforming your own fears and unmet needs around money, if you want to help your clients with theirs.

Do you restrict yourself with money? People believe that it's okay to get paid through the market or through real estate, where values fluctuate, according to

market values. Do you question your own value, when you are offering something that can transform people's lives? Why?

Money is not the end goal. The end goal is living a happy and productive life. Help your clients recognize that their transformation is priceless. Your work is the best investment your client can make. They are investing in *themselves*.

## (2). SET YOUR "VALUE"

Step up now and declare to yourself your full value. Do not think small here. If you eliminate all fear and self-restricting beliefs, what is your work worth?

1. My lead magnet (free gift) is truly worth: \_\_\_\_\_

Why? \_\_\_\_\_

2. My entry level product is truly worth: \_\_\_\_\_

Why? \_\_\_\_\_

3. My in-depth product is truly worth: \_\_\_\_\_

Why? \_\_\_\_\_

4. My Master Mind is truly worth: \_\_\_\_\_

Why? \_\_\_\_\_

**MONEY BACK GUARANTEE: We stand behind this program with a 100% guarantee. We know that when you implement the simple strategies you'll learn, you'll be on your way to success.**

**All you have to do is listen to all of the training videos and fill out all of the action guides.**

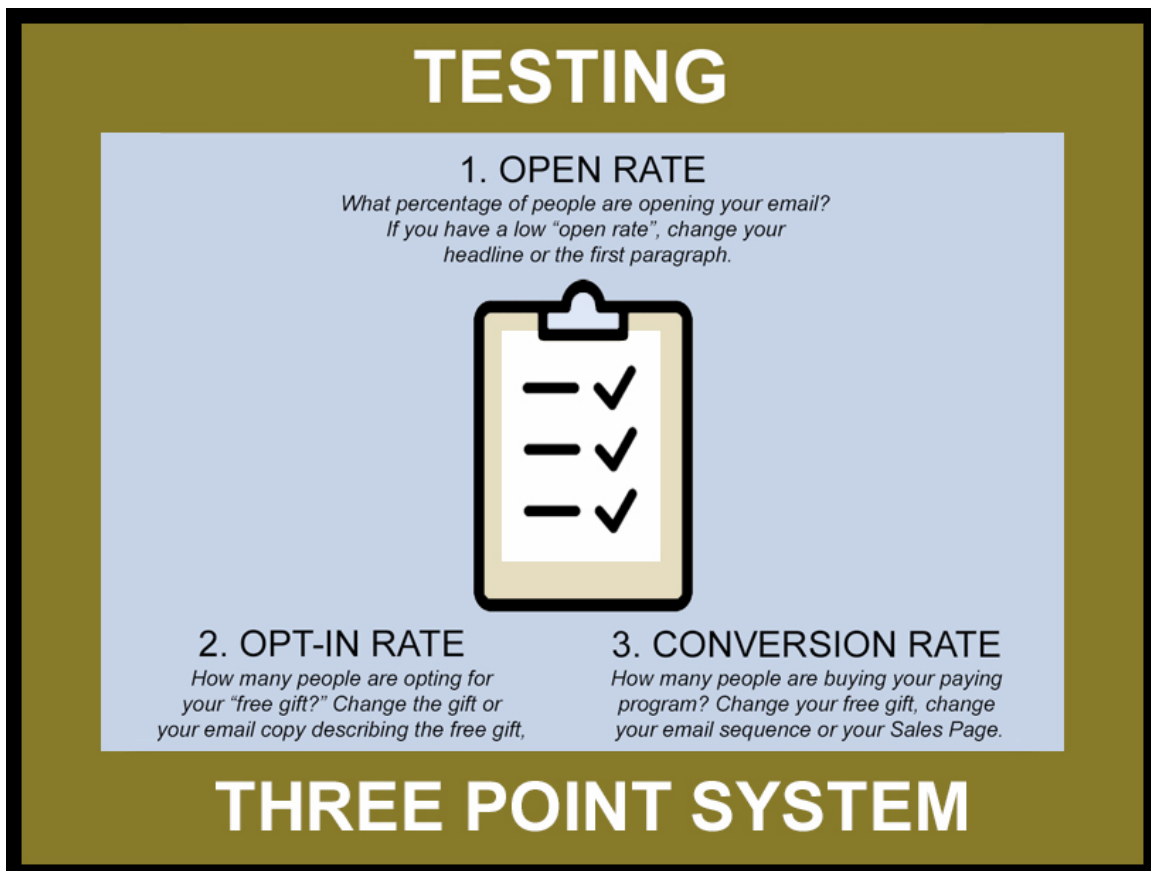
**That's it. After that, if within 30 days, you honestly believe that you didn't get a thing you could use to improve your business, email us and we'll gladly refund your money in exchange for your feedback. That's how much we believe this program will help you.**

## b. TEST YOUR POSITION

Consistent business growth may require testing, tracking and tweaking. Testing gives you priceless feedback. Here are three areas that you can test:

**1. OPEN RATE:** Your email program should offer split tests to measure your **Open Rate** or Sender Score Index. Your Open Rate measures how well your emails are being received. Are people opening them? This is like a credit rating. Testing can help you decide the frequency of emails you want to send out, the best days and times for open rates and what your follow up sequence will be. Your Sender Score will go up the more your content is appreciated by your audience. You can also test your email subject lines and your offer.

**2. OPT-IN RATE:** If people don't **opt-in** for your lead magnet or free gift, the rest of your funnel will be invisible to them. If people aren't seeking your free gift, you may have the wrong free gift. Offer a gift that your subscribers can't resist. Second, your emails may not be engaging them. Your emails need to speak in the *language* of your customers. Finally, test your Landing Page using your page builder or by using Google Webmaster Tools.



**3. CONVERSION RATE:** When you launch your work (Module M), you will want to monitor your launch activity to make sure you meet or exceed your goals. Through testing, you can course correct along the way.

How many of the people who opt-in actually become paying customers? If your opt-in rate is high but your **Conversion Rate** is low, your sales page may need adjustments. Maybe it's the price point? Perhaps your lead magnet doesn't relate directly to your paying program. Testing and tracking gives you the feedback that you need to optimize your end results.

**INTEGRATION:** These three steps - testing your Open Rate, your Opt-In Rate and your Conversion Rate – will help you identify specifically where you are losing prospects. You can then correct course and adjust your strategy accordingly. There are other areas that you can test, such as Facebook (below), but this is a good basic system to get you started.

**FACEBOOK:** On your Facebook page, you'll want to know if it's better to use a video, short copy or long copy. Test headlines to see which one your ideal client prefers. You can also test color, the spacing in between paragraphs, how many words you use and the look and feel of your images.

You can test your Facebook ads or Landing Pages in the public funnel with a low ad spend and see where most of your customers are attracted. Alternately, if you have a large Facebook following, you can actually interview your followers and ask them what they like better. This method engages them and makes them curious about what you have to offer.

## c. BUSINESS AND LEGAL

**YOUR SALES PAGE** (Skill 15) leads to an Application Page, where clients can register for your program. Your Application Page will also have a link to schedule a Discovery Session. This is covered in depth under Skill 33, the Enrollment Session. Appointment Setting Software is covered under Skill 13.

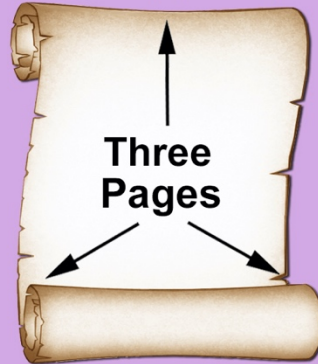
**YOUR APPLICATION FORM** includes Legal Contracts, a Shopping Cart and a Money-Back Guarantee. Legal Forms (including a Money-Back Guarantee) are included at the end of this Skill.



# LAUNCH YOUR PROGRAM

## SALES PAGE

*This is where people go to find out about your paying program and to apply on the Application Page*



## APPLICATION PAGE

*A link on the Sales Page leads to the Application Page, where you pay for the program.*

## DISCOVERY SESSION

*Your Application Page has a link to schedule a free session. This is where you have your Enrollment Talk (Topic 32).*

# THREE PAGES

# APPLICATION FORM

## SHOPPING CART

*Make it easy for people to pay for the program.*



## MONEY-BACK

*Your Money-Back Guarantee should have a time limit (30 days) and work requirement.*

## LEGAL CONTRACT

*Know the legal parameters of your program. State them clearly. Don't make promises you can't keep.*

# THREE CONSIDERATIONS

## (1). LEGAL CONTRACTS (SAMPLES ONLY)

### (a). EARNING DISCLAIMER

Any earnings or income statements or examples made here are not typical and there is no assurance you'll do as well. If you rely upon the figures displayed on this document, you must accept the risk of not doing as well.

Where specific income figures are used and attributed to an individual or business, those persons or businesses have earned that amount. There is no assurance you'll do as well. If you rely upon our figures, you must accept the risk of not doing as well.

Any and all claims or representations, as to income earnings on this document and on our websites, are not to be considered as average earnings. Testimonials are not representative. There can be no assurance that any prior successes, or past results, as to income earnings, can be used as an indication of your future success or results.

Monetary and income results are based on many factors. We have no way of knowing how well you will do, as we do not know you, your background, your work ethics, your business skills or your practices. Therefore, we do not guarantee or imply that you will necessarily do well, or make any money at all. If you rely upon our figures, you must accept the risk of not doing as well.

Internet businesses and earnings derived there have unknown risks involved, and are not suitable for everyone. Making decisions based on any information presented in our products, services, or web site, should be done only with the knowledge that you could experience significant losses, or make no money at all. Only risk capital should be used.

All products and services by our company are for educational and informational purposes only. Use caution and seek the advice of qualified professionals. Check with your accountant, lawyer or professional advisor before acting on this or any information. Users of our products, services and web site are advised to do their own due diligence when it comes to making business decisions, and all information, products, and services that have been provided should be independently verified by your own qualified professionals.

Our information, products, and services should be carefully considered and evaluated before reaching a business decision, on whether to rely on them. All disclosures and disclaimers made herein or on our site, apply equally to any offers, prizes or incentives that may be made by our company.

You agree that our company is not responsible for any of the failure of your business decisions relating to any information presented by our company, or our company products or services. Thank you.



## (b). TERMS OF USE

To review material modifications and their effective dates scroll to the bottom of the page.

**1. Parties.** The parties to these Terms of Use are (CUSTOMER) and (YOUR NAME). All references to “we”, “us”, “our”, this “website” or this “site” shall be construed to mean this website business and (YOUR NAME).

**2. Use And Restrictions.** Subject to these Terms of Use and our Privacy Policy, you may use the public areas of this site, but only for your own internal purposes. You agree not to access (or attempt to access) this site by any means other than through the interface we provide, unless you have been specifically allowed to do so in a separate agreement. You agree not to access (or attempt to access) this site through any automated means (including use of scripts or web crawlers), and you agree to comply with the instructions set out in any robots.txt file present on this site. You are not authorized to (1.) resell, sublicense, transfer, assign, or distribute the site, its services or content; (2.) modify or make derivative works based on the site, its services or content; or (3.) “frame” or “mirror” the site, its services or content on any other server or Internet-enabled device. All rights not expressly granted in this Agreement are reserved by us and our licensors.

**3. Modification.** We reserve the right to modify these Terms of Use at any time, and without prior notice, by posting an amended Terms of Use that is always accessible through the Terms of Use link on this site’s home page. You should scroll to the bottom of this page periodically to review material modifications and their effective dates. YOUR CONTINUED USE OF THIS SITE FOLLOWING OUR POSTING OF A MODIFICATION NOTICE OR NEW TERMS OF USE ON THIS SITE WILL CONSTITUTE BINDING ACCEPTANCE OF THE MODIFICATION OR NEW TERMS OF USE.

### **4. How We Treat Postings To This Site** (Blog, Forum, or Chat Room).

4.1 We will not treat information that you post to areas of this site that are viewable by others (for example, to a blog, forum or chat-room) as proprietary, private, or confidential. We have no obligation to monitor posts to this site or to exercise any editorial control over such posts; however, we reserve the right to review such posts and to remove any material that, in our judgment, is not appropriate. Posting, transmitting, promoting, using, distributing or storing content that could subject us to any legal liability, whether in tort or otherwise, or content that is in violation of any applicable law or regulation, or otherwise contrary to commonly accepted community standards, is prohibited, including, without limitation, information and material protected by copyright, trademark, trade secret, nondisclosure or confidentiality agreements, or other intellectual property rights, and material that violates export control laws.

4.2 We, in our sole discretion and without notice, reserve the right, but undertake no duty, to review, edit, remove or delete any material submitted as a comment to blog, forum or chat-room provided for display or placed on this site. Specifically, we reserve the right to delete or decline to post content that contains profanity; sexual content; overly graphic, disturbing or offensive material; vulgar or abusive language; hate speech, defamatory comments, or offensive language targeting any specific demographic; personal attacks of any kind; spam; promotions for commercial products or services.

4.3 By submitting a comment for posting, you agree that we are not responsible, and shall have no liability to you, with respect to any information or materials posted by others, including defamatory, offensive or illicit material, even material that violates this Agreement.

**5. Defamation:** Communications Decency Act Notice. This site is a provider of “interactive computer services” under the Communications Decency Act, 47 U.S.C. Section 230, and as such, our liability for defamation and other claims arising out of any postings to this site by third parties is limited as described therein. We are not responsible for content or any other information posted to this site by third parties. We neither warrant the accuracy of such postings or exercise any editorial control over such posts, nor do we assume any legal obligation for editorial control of content posted by third parties or liability in connection with such postings, including any responsibility or liability for investigating or verifying the accuracy of any content or any other information contained in such postings.

**6. Monitoring.** We reserve the right, but not the obligation, to monitor your access and use of this site without notification to you. We may record or log your use in a manner as set out in our Privacy Policy that is accessible through the Privacy Policy link on this site’s home page.

**7. Separate Agreements.** You may acquire products, services and/or content from this site. We reserve the right to require that you agree to separate agreements as a condition of your use and/or purchase of such products, services and/or content.

**8. Ownership.** The material provided on this site is protected by law, including, but not limited to, United States copyright law and international treaties. The copyrights and other intellectual property in the content of this site are owned by us and/or others. Except for the limited rights granted herein, all other rights are reserved.

**9. DMCA Notice.** This site is an Internet “service provider” under the Digital Millennium Copyright Act, 17 U.S.C. Section 512 (“DMCA”). As Required by the DMCA, this site maintains specific contact information provided below, including an e-mail address, for notifications of claimed infringement regarding materials posted to this site. All notices should be addressed to the contact person specified below (our agent for notice of claimed infringement): (YOUR NAME, ADDRESS, EMAIL AND TELEPHONE)

You may contact our agent for notice of claimed infringement specified above with complaints regarding allegedly infringing posted material and we will investigate those complaints. If the posted material is believed in good faith by us to violate any applicable law, we will remove or disable access to any such material, and we will notify the posting party that the material has been blocked or removed.

In notifying us of alleged copyright infringement, the DMCA requires that you include the following information: (1.) description of the copyrighted work that is the subject of claimed infringement; (2.) description of the infringing material and information sufficient to permit us to locate the alleged material; (3.) contact information for you, including your address, telephone number and/or e-mail address; (4.) a statement by you that you have a good faith belief that the material in the manner complained of is not authorized by the copyright owner, or its agent, or by the operation of any law; (5.) a

statement by you, signed under penalty of perjury, that the information in the notification is accurate and that you have the authority to enforce the copyrights that are claimed to be infringed; and (6) a physical or electronic signature of the copyright owner or a person authorized to act on the copyright owner's behalf. Failure to include all of the above-listed information may result in the delay of the processing of your complaint.

**10. Limitation of Liability.** IN NO EVENT SHALL THIS SITE AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SITE, ITS PRODUCTS, SERVICES, AND/OR CONTENT, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, EVEN IF THIS SITE OR OUR LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**11. Links to This Site.** We grant to you a limited, revocable, and nonexclusive right to create a hyperlink to this site provided that the link does not portray us or our products or services in a false, misleading, derogatory, or offensive matter. You may not use any logo, trademark, or trade name that may be displayed on this site or other proprietary graphic image in the link without our prior written consent.

**12. Links to Third Party Websites.** We do not review or control third party websites that link to or from this site, and we are not responsible for their content, and do not represent that their content is accurate or appropriate. Your use of any third party site is on your own initiative and at your own risk, and may be subject to the other sites' terms of use and privacy policy.

**13. Participation In Promotions of Advertisers.** You may enter into correspondence with or participate in promotions of advertisers promoting their products, services or content on this site. Any such correspondence or participation, including the delivery of and the payment for products, services or content, are solely between you and each such advertiser.

**14. Arbitration.** Except for actions to protect intellectual property rights and to enforce an arbitrator's decision hereunder, all disputes, controversies, or claims arising out of or relating to this Agreement or a breach thereof shall be submitted to and finally resolved by arbitration under the rules of the American Arbitration Association ("AAA") then in effect. There shall be one arbitrator, and such arbitrator shall be chosen by mutual agreement of the parties in accordance with AAA rules. The arbitration shall take place in (city where you live), and may be conducted by telephone or online. The arbitrator shall apply the laws of the (city where you live) to all issues in dispute. The controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The findings of the arbitrator shall be final and binding on the parties, and may be entered in any court of competent jurisdiction for enforcement. Enforcements of any award or judgment shall be governed by the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards. Should either party file an action contrary to this provision, the other party may recover attorney's fees and costs up to \$1000.00.

**15. Jurisdiction And Venue.** The courts of \_\_\_\_\_ (Your municipality can be inserted her) shall be the exclusive jurisdiction and venue for all legal proceedings that are not arbitrated under these Terms of Use.

**16. Controlling Law.** This Agreement shall be construed under the laws of USA (\_\_\_\_), excluding rules regarding conflicts of law. The application the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

**17. Severability.** If any provision of these terms is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of these terms, and these terms shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

**18. Force Majeure.** We shall not be liable for damages for any delay or failure of delivery arising out of causes beyond our reasonable control and without our fault or negligence, including, but not limited to, Acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures.

**19. Privacy.** Please review this site's Privacy Policy which also governs your visit to this site. Our Privacy Policy is always accessible on our site's home page.

**20. Material Modifications Since January 1, 2018:** none. Notice: This document is Copyright © \_\_\_\_\_, and licensed for use by the owner of this website under distribution rights granted to \_\_\_\_\_. All rights reserved worldwide. No part of this document may be copied, reprinted, reproduced, or transmitted in any form or by any means without the prior written permission of the copyright owner Privacy Policy.

**21. MONEY BACK GUARANTEE:** *We stand behind this program with a 100% guarantee. We know that when you implement the simple strategies you'll learn, you'll be on your way to success. All you have to do is listen to all of the training videos and go through all of the action guides. That's it. After that, if within 30 days, you honestly believe you didn't get a thing you could use to improve your business, email us and we will gladly refund your money in exchange for your feedback. That's how much we believe this program will help you.*

## (C). PRIVACY POLICY

Effective Date: January 1, 2018: Modified May 24, 2018 to reflect GDPR. To review material modifications and their effective dates scroll to the bottom of the page. (YOUR NAME) owns and operates this website business. All references to "we", "us", this "website" or this "site" shall be construed to mean (YOUR NAME).

**1. HOW WE MODIFY THIS PRIVACY POLICY:** We reserve the right to modify this Privacy Policy at any time, and without prior notice, by posting an amended Privacy Policy that is always accessible by clicking on the "Privacy Policy" link on every page at the bottom. Your continued use of this site indicates your acceptance of the amended Privacy Policy. Regarding Personal Information (defined below), if any modifications are

materially less restrictive on our use or disclosure of the Personal Information previously disclosed by you, we will obtain your consent before implementing such revisions with respect to such information.

## **2. THE TYPES OF INFORMATION WE COLLECT**

**Personal Information.** “Personal Information” includes any information regarding a natural person that may be used directly to identify the person. Personal Information that we collect may vary with each separate purpose for which you provide it, and it may include one or more of the following categories: name, physical address, an email address, phone number, credit card information including credit card number, expiration date, and billing address, and location data.

**Usage Data.** We reserve the right to collect information based on your usage of this site which is information collected automatically from this site (or third party services employed in this site ), which can include: the IP addresses or domain names of the computers utilized by the users who use this site, the URI addresses (Uniform Resource Identifier), the time of the request, the method utilized to submit the request to the server, the size of the file received in response, the numerical code indicating the status of the server’s answer (successful outcome, error, etc.), the country of origin, the features of the browser and the operating system utilized by the user, the various time details per visit (e.g., the time spent on each page within the site) and the details about the path followed within the site with special reference to the sequence of pages visited, other parameters about the device operating system and/or the user’s IT environment, and data, conversion rates, marketing and conversion data and statistics, reports, analytics data, reviews and surveys (“Usage Data”). Usage Data is essentially anonymous when collected, but could be used indirectly to identify a person.

## **3. HOW AND WHEN WE COLLECT INFORMATION**

**Personal Information.** We collect Personal Information at the time you provide it to us. We collect Personal Information through sign-up forms and as part of your registration for an account, product, or service, promotion, or contest from this website. Personal Information that we collect may vary with each sign-up or registration. In addition, we collect personal information from all communications with site visitors including without limitation, text messages, faxes, telephone calls, and regular “snail mail”, as well as from third-party outside sources including database vendors.

**Your Communications With Us.** We collect Personal Information that we receive from you as you communicate with us. If you complete a signup form subscribing to information from our site or to participate in our mailing list activities, we will receive your Personal Information from our email services and/or autoresponder service.

**Usage Data.** We reserve the right to monitor your use of this site. As you navigate through this site, Usage Data may be passively collected (that is, gathered without your actively providing the information) using various analytics and reporting technologies, such as cookies and web beacons.

**4. HOW WE USE YOUR INFORMATION:** We may use your Personal Information for the performance of the services or transaction for which it was given, and in connection with other products, services, promotions, or contests we may offer, and our private, internal reporting for this site, and security assessments for this site. We reserve

the right to make full use of Usage Data. For example, we may use Usage Data to provide better service to site visitors, customize the site based on your preferences, compile and analyze statistics and trends about the use of this site, and otherwise administer and improve this site for your use. Specific uses are described below.

## **5. INFORMATION SHARING AND DISCLOSURE**

**General Disclosure Policy.** We reserve the right to disclose your Personal Information as described below. We reserve the right to disclose Usage Data without restriction.

**Affiliated Entities.** We reserve the right to provide your Personal Information and Usage Data to any affiliated entities we may have, including our subsidiaries. Affiliated entities are entities that we legally control (by voting rights) or that control us.

**Service Providers.** We reserve the right to provide access to your Personal Information and Usage Data to our trusted service providers that assist us with the operation and maintenance of this site. For example, we may contract with third parties to process payments, host our servers, provide security, and provide production, fulfillment, optimization, analytics, and reporting services. Our service providers will be given access to your information only as is reasonably necessary to provide the services for which they are contracted.

**Successors.** If we sell or otherwise transfer part or all of our business or assets to another organization, such as in the course of an acquisition, merger, bankruptcy or liquidation, we may transfer your Personal Information and Usage Data. In such an event, we will require the buyer or transferee to agree to our commitments provided in this Privacy Policy.

**Legal Process, Enforcement and Security Notice.** We reserve the right to disclose your Personal Information and Usage Data if we have a good faith belief that access, use, preservation or disclosure of such information is reasonably necessary (1.) to satisfy any applicable law, regulation, legal process or enforceable governmental request (such as for example, to comply with a subpoena or court order), (2.) to detect, prevent, and address fraud or other illegal activity, and (3.) to investigate, respond to, or enforce violations of our rights or the security of this site.

**When We Participate In a Joint Venture With Marketing Partners.** We may participate with another company or individual for purposes of jointly promoting our products, services, promotions or contests or their products, services, promotions, or contests. We reserve the right to disclose your Personal Information to them for purposes of 1.) compensation, transaction processing, fulfillment, and support, and (2.) for purposes of offering you other products, services, promotions, and contests. These joint venture marketing partners may also contact you regarding other products, services, promotions, or contests.

**Disclosures of Personal Information In Our Discretion.** If we believe, in our sole discretion, that it's reasonable to disclose Personal Information and any information regarding your use of this site and/or any product, service, promotion, or contest offered through this site, including any information regarding other websites that are accessible through this site, we reserve the unqualified right to do so.

**Your California Privacy Rights.** Under California Law SB 27, California residents have the right to receive, once a year, information about third parties with whom we have

shared information about you or your family for their marketing purposes during the previous calendar year, and a description of the categories of personal information shared. To make such a request, please send an email to the email address provided in our contact information below and include the phrase “California Privacy Request” in the subject line, the domain name of the Web site you are inquiring about, along with your name, address and email address. We will respond to you within thirty days of receiving such a request.

## **6. SPECIFIC INFORMATION ABOUT COOKIES AND WEB BEACONS**

In order to provide better service for our site, we may use Cookies and Web Beacons to collect Usage Data to store your preferences and information about what pages you visit and past activity at our site. We may also employ Web Beacons from third parties in order to help us compile aggregated statistics regarding the effectiveness of our promotional campaigns or other operations of our site.

“**Cookies**” are tiny pieces of information stored by your browser on your computer’s hard drive. Cookies are also used to customize content based on your browser. Most browsers are initially set to accept cookies. If you want to disable cookies, there is a simple procedure in most browsers that allows you to turn off cookies. Please remember, however, that cookies may be required to allow you to use certain features of our site.

**Flash Cookies:** Third-party cookies that use an Adobe Flash Media Player local shared object (LSO) – may be used along with other third-party cookies for purposes of crediting any purchase you may make on this site to one of our joint venture marketing partners that may have referred you to us. These cookies will be used for purposes of crediting sales to the referring joint venture marketing partner. Flash cookies are not the same as “browser cookies”. The Adobe Flash Media Player is software that enables users to view content on their computers. Flash cookies are also accompanied by a browser cookie. If you delete the browser cookie, the Flash cookie may automatically create (or re-spawn) a replacement for the browser cookie.

**Web Beacons:** Sometimes called single-pixel gifs or clear gifs – are used to assist in delivering cookies, and they allow us to count users who have visited pages of our site. We may include Web Beacons in promotional e-mail messages or other communications in order to determine whether messages have been opened and acted upon.

**7. ANALYTICS:** We reserve the right to participate with third-party analytics partners to monitor and analyze Web traffic and can be used to keep track of user behavior on this site. Google Analytics (Google) – Google Analytics is a web analysis service provided by Google Inc. (“Google”). Google utilizes the data collected to track and examine the use of this site, to prepare reports on its activities, and to share them with other Google services. Information collected: Cookie and Usage Data. Visit Privacy Policy at <https://www.google.com/intl/en/policies/?fg=1>. You may opt-out of the Google Analytics service with the Google’s Browser Add-on that’s available at <https://tools.google.com/dlpage/gaoptout/>.

**8. SOCIAL MEDIA INTERACTIONS:** We invite you to socialize and share your participation with this site and purchases. If you choose to use social media platforms such as Facebook, Twitter, Pinterest, and Instagram, you will be allowing interaction with these platforms or other external platforms directly from this site, and in the process you may be



sharing certain profile elements, including your comments. This sharing is subject to each social media program's privacy policies.

**9. DO NOT TRACK REQUESTS:** Some Web browsers incorporate a "Do Not Track" feature that signals to websites that you visit that you do not want to have your online activity tracked. Each browser communicates "Do Not Track" signals to websites differently, making it unworkable to honor each and every request correctly. In order to alleviate any communication error between browsers and website, we do not respond to "Do Not Track" signals at this time. As the technology and communication between browser and website improves, we will reevaluate the ability to honor "Do Not Track" signals and may make changes to our policy.

**10. DATA SECURITY:** We will implement reasonable and appropriate security procedures consistent with prevailing industry standards to protect data from unauthorized access by physical and electronic intrusion. Unfortunately, no data transmission over the Internet or method of data storage can be guaranteed 100% secure. Therefore, while we strive to protect your Personal Information by following generally accepted industry standards, we cannot ensure or warrant the absolute security of any information you transmit to us or archive at this site.

**11. ONWARD TRANSFER OUTSIDE YOUR COUNTRY OF RESIDENCE**

Any Personal Information which we may collect on this site may be stored and processed in our servers located in the United States or in any other country in which we, or our affiliates, subsidiaries, or agents maintain facilities. By using this site, you consent to any such transfer of Personal Information outside your country of residence to any such location.

**12. UPDATING PERSONAL INFORMATION:** Upon request, using this [Personal Information Request Form](#) we will permit you to request or make changes or updates to your Personal Information for legitimate purposes. We request identification prior to approving such requests. We reserve the right to decline any requests that are unreasonably repetitive or systematic, require unreasonable time or effort of our technical or administrative personnel, or undermine the privacy rights of others. We reserve the right to permit you to access your Personal Information in any account you establish with this site for purposes of making your own changes or updates, and in such case, instructions for making such changes or updates will be provided where necessary.

**13. LINKS TO JOINT VENTURE MARKETING PARTNER SITES**

This site may contain links to other websites operated by our joint venture marketing partners. If you do click on any of the links to their websites or accept any of their promotional offers, your click-through information and any information that you provide in the process of registration or purchase will be transferred to these sites. We have no responsibility or liability for the policies and practices of these sites. You should be careful to review any privacy policies posted on any of these sites before providing information to them.

**14. CHILDREN'S ONLINE POLICY:** We are committed to preserving online privacy for all of its website visitors, including children. This site is a general audience site. Consistent with the Children's Online Privacy Protection Act (COPPA), we will not

knowingly collect any information from, or sell to, children under the age of 13. If you are a parent or guardian who has discovered that your child under the age of 13 has submitted his or her personally identifiable information without your permission or consent, we will remove the information from our active list, at your request. To request the removal of your child's information, please contact our site as provided below under "Contact Us", and be sure to include in your message the same login information that your child submitted.

**General Data Protection Regulation (GDPR): The Data Controller and the Data Protection Officer:** (YOUR NAME, ADDRESS, EMAIL AND TELEPHONE)

**15. CONTACT US:** If you have any questions regarding this Privacy Policy, please contact the owner and operator of this website business at: (YOUR NAME, ADDRESS, EMAIL AND TELEPHONE).

Material Modifications: Since January 1, 2018: GDPR – 24 May 2018

Notice: This document is Copyright © \_\_\_\_\_, and licensed for use by the owner of this website under distribution rights granted to \_\_\_\_\_. All rights reserved worldwide. No part of this document may be copied, reprinted, reproduced, or transmitted in any form or by any means without the prior written permission of the copyright owner.

**NOTE: The above contracts are samples only. Please consult a lawyer to write or modify all legal contracts that you use in your business. The authors assume no legal responsibility for any legal contracts or agreements that you use.**