

WEBSITE PRIVACY POLICY

IT IS IMPERATIVE THAT YOU READ THIS PRIVACY POLICY BEFORE USING THIS WEBSITE

This website is committed to the privacy of its visitors. Please read this Website Privacy Policy ("**Policy**") carefully. The Policy describes the terms of our commitment to the privacy of all visitors to our site and other persons specified below. When used throughout this Policy, the terms "**website**," or "**site**," means this website and its agents, owners, operators, creators, developers and host, and all of their respective owners, officers, directors, agents, employees, independent contractors, successors and assigns.

1. PERSONS COVERED BY THIS PRIVACY POLICY. This Policy pertains to all of the following persons, each of whom is deemed to be parties to this Policy:

- **Visitors.** Persons who visit or view this website, whether intentionally or unintentionally, whether solicited or unsolicited, are described in this Policy as "Visitors."
- **Subscribers.** Persons who subscribe to lists or newsletters associated with this website are referred to in this Policy as "Subscribers."
- **Members.** Persons who join an organization or marketing endeavor such as "affiliates" who are promoted by this website may be referred to as "Members."
- **Customers or Clients.** Anyone who orders, attempts to order, or receives a product or service sold or advertised on or delivered from this website, even at no charge, is referred to as a "Customer" or "Client." Customers or Clients are subject to this Policy by passive acceptance and also as a consequence of the Purchase Agreement, if any, contained on this website.

2. THIS POLICY PERTAINS TO PERSONS EXCLUDED FROM THIS WEBSITE. A person who is excluded or prohibited from viewing this website for any reason, including but not limited to, the Terms of Use or due to denial of service by the website, but who continues to view this site unlawfully, remains subject to the terms of this Policy and is in violation of the Terms of Use Policy.

3. VIEWING AND/OR USE AND/OR COMMUNICATION IS CONSTRUED AS ACCEPTANCE OF THE TERMS OF THIS POLICY. You must accept, and you are deemed to have accepted, the terms of this Policy if you visit this website. If you do not accept all the terms of this Policy, you are not entitled to visit this site and you must leave this website immediately.

4. **PERSONS LESS THAN 18 YEARS OF AGE.**

ALL PERSONS UNDER THE AGE OF 18 ARE PROHIBITED FROM ACCESSING THIS WEBSITE. IF YOU ARE UNDER 18 YEARS OF AGE, IT IS UNLAWFUL FOR YOU IN ANY MANNER TO VISIT THIS WEBSITE AND YOU MUST LEAVE THIS SITE IMMEDIATELY. THIS WEBSITE SPECIFICALLY DENIES ACCESS TO ANY PERSON THAT IS COVERED BY THE CHILD ONLINE PRIVACY ACT OF 1998 (COPA).

5. **PERSONAL INFORMATION COLLECTED BY THIS WEBSITE.** This website routinely collects information about its visitors, subscribers, members, and customers and clients. This information is obtained in various ways described below:

- **Obtained From Registration.** Registration means that a Visitor, Subscriber, Member or Customer takes active, positive steps to communicate information to this website. This may include pages or 'pop ups' in which you register for a newsletter or subscribe to a mailing list; it may include your participation in visitor surveys; it may include requesting information from the website via email, mail, or courier; it may be obtained from joining an affiliate program or other membership organization, paid or unpaid; and it may be obtained if you order a product or service from this website.

Occasionally, complete credit card information may be provided to the website via fax or a fill-in form rather than regular secure merchant service processing. This information is kept at the highest level of security and is never divulged to anyone other than the merchant service provider or for the purpose of communication with the customer or client.

- **Online Ordering.** Online ordering via SSL encrypted communication provided by shopping cart services supporting merchant service companies like Visa and Master Card provides information to this website but does not provide complete credit card numbers. In the process of online ordering, the customer or client provides, name, address, city, state, email address, phone number, CVV2 (back of card) number, and, occasionally a member password. You should consider that all of this information is available to the website. This information is used to deliver the product or service, but under the Purchase Agreement, if any at this site, you may also approve its use for general solicitation purposes.
- **Visitor Email Inquiries.** Any visitor who elects to communicate with the website does so with the following understanding and under two conditions: (i) you give your permission to be contacted by the website; and (ii) you are subject to any submission provisions of the Terms of Use, Purchase Agreement, or this Policy. Your email address may be added to the website's general solicitation database and you may or may not be contacted or solicited by the website in the future.
- **Customer Email or Testimonials.** If you are a customer or client and send an email to the website, or if you communicate with the site by phone or snail-mail,

the website may collect information about your communication. If you communicate with the site by any means, you are giving your permission for the site to collect, archive, retrieve, and otherwise use any information collected as the site sees fit. Any communication that the site deems to be a testimonial, in its sole discretion, may be publicized for commercial purposes.

- **Information Obtained from Interaction with Banners, Pop-ups, or Site Advertisers.** Visitors who click on banners, pop-ups or hyperlinked advertising, that may appear on this website must assume that information is being collected about them. This site is not responsible for the use of information collected in such a fashion. You must assume that (1) information will be collected about you, (2) that 'cookies' will usually be placed on your computer hard drive, (3) the website does not have any control over what happens with this information, (4) the website takes no responsibility for the accuracy or content of advertisers, (5) the website is not responsible for downloads from third party advertisers that contain viruses or worms or other computer code that causes harm to your computer hardware or software, and (6) the website assumes no responsibility for the data that is garnered from the click itself or that the advertiser may collect.
- **Information Obtained from Referring Email or Referring URLs.** If you send an email from this site to any person or if you send the URL (website address) or one of our web pages to a person, you must assume that some data is collected about your IP address or your email address as well as that of the person to whom you sent the information. You must assume that referred emails or web pages may appear to come from your email. You must accept fully responsibility for referring pages or email to any person and you hereby agree to indemnify, defend, protect and hold harmless, this website from and against any intentional or unintentional damage that results from these referrals.
- **Information Obtained from Voluntary Surveys.** Unless otherwise specified in the survey, you must assume that any information provided to the website as part of a survey in which you participate may be used for general solicitation for commercial purposes and that such information will be shared with joint venture partners, affiliates, marketing organizations or used by the site itself for product design or solicitation purposes.
- **Information Obtained from Electronic Means and "Cookies".** Many websites, including this one, collect information about your computer, your email address and your IP address. You must assume that your web-viewing or web-use activity is monitored, tracked, and that information is collected. This information is not usually of a personal nature, but it may help define your viewing habits and product preferences even though the website may or may not have any idea who you are.

The term "cookies" is web jargon for bits of computer code placed on your computer hard drive. Websites use cookies to keep you 'logged in', to keep track of search criteria, to monitor use, to password protect use of the site or use of products sold by the site. Cookies may also be used to obtain information about your computer configuration or your use of your computer.

Cookies can be used to electronically gather information about you that may be personal in nature. If you view this site, you are expressly giving the site permission to use 'cookies' and to collect, archive, retrieve, and use any information collected from you for product design, product or service offers to you, and general commercial solicitation purposes by this site or joint venture partners, affiliates, and marketing organizations of this site.

6. HOW INFORMATION MAY BE USED. The use of information as described below may or may not be how information that is collected about you is customarily used by this site. Although actual use of any information collected may be used quite conservatively, you must assume that it will not be. You must assume that information the site collects about you is shared with other persons or entities for commercial purposes. Although this may be uncommon in practice, you must assume that your information will be shared before you elect to view or interact with this website. This type of shared information may include your name, address, phone number, email address and buying habits, as well as other information. This information may be used for general commercial solicitation by this website or other persons it is sold to, rented to, or shared with unless we state otherwise on the website or in other communications to you.

7. CERTAIN INFORMATION WILL NOT BE SHARED. Credit card information or other financial information is not usually known to the website. In the event that it is made known, however, that information will never be revealed to anyone except to processing authorities or law enforcement agencies. By using this site, you give us express permission to use such information in any and all fraud investigations or in connection with litigation.

8. BULLETIN BOARDS AND PUBLIC FORUMS. Persons who use any site providing bulletin boards or other public forums, such as chat rooms, do so at their own risk. You should not assume that the site monitors these services or protects you in any manner from information you post publicly or share with anyone else via these services.

9. UNSOLICITED COMMERCIAL EMAIL (SPAM). If you provide information to the site that forms the basis of communication with you, such as your email address, you hereby waive all rights to file complaints against us for the transmissions of unsolicited email or spam from this website. You agree to receive communication from us or other marketing organizations if you provide your email address to the site. All email communications from us, however, will contain an 'unsubscribe' link by which you may notify the website that you no longer desire to receive solicitations or information from the website. If you elect to unsubscribe, your name will be removed from our general solicitation database.

10. DATA SECURITY. This website takes precautions to protect data that contains information related to you. In consideration for viewing this site or interacting with this site in any manner, however, you waive all claims of any nature against this site concerning the loss, alteration, or misuse of information. You must assume that it is possible for your personal data to be obtained by others, such as "hackers," and that your information may be used in an inappropriate manner that may cause you harm. If you view or use this website, you agree that the site shall not be responsible for damages that you may incur as a result of the improper use of your information by unauthorized third parties.

11. THIS POLICY MAY BE REVISED WITHOUT NOTICE. This Policy is expected to change from time to time. You should not assume that this Policy remains unchanged. You are required to review this Policy for changes each time that you visit the site. If significant modifications to the Policy are warranted in the sole opinion of the website, the site may, but is not required to, post a notification on the site of changes to this Policy. This website does not promise to notify you of any changes to this Policy under any circumstances. Your continued use of this site is conclusive evidence of your acceptance of the terms this Policy and any modifications thereto.

12. DISPUTES. If you view, use, or interact with this site in any manner whatsoever, you agree to submit to binding arbitration with respect to any claim, dispute, or controversy ("**Claim**") of any kind or nature (whether in contract, tort or otherwise) arising out of or relating to your use of this site, including but not limited to solicitation issues, privacy issues, and terms of use issues.

Arbitration shall be conducted pursuant to the rules of the American Arbitration Association that are in effect on the date a dispute is submitted to the American Arbitration Association. Information about the American Arbitration Association, its rules, and its forms are available from the American Arbitration Association, 335 Madison Avenue, Floor 10, New York, New York, 10017-4605. All hearings before the AAA shall take place in the city or county of the owners or operators of this site.

In no case shall you have the right to go to court or have a jury trial. You will not have the right to engage in pre-trial discovery except as provided in the AAA rules; you will not have the right to participate as a representative or member of any class of claimants pertaining to any claim subject to arbitration; the arbitrator's decision will be final and binding with virtually no rights of appeal.

If the website and you are in dispute over any matter, the prevailing party in any dispute shall be reimbursed by the other party for any and all costs associated with the arbitration, including but not limited to, attorney fees, collection fees, investigation fees and travel expenses.

13. JURISDICTION AND VENUE. You agree that the sole and proper jurisdiction of any dispute between the site and you is Los Angeles County, California.

14. APPLICABLE LAW. You agree that all disputes between the website and you shall be governed by, interpreted under, construed and enforced in accordance with the laws of the State of California, excluding conflict of law principles that might cause the application of laws of any other jurisdiction.

15. QUESTIONS, COMMENTS, OR COMPLAINTS. You may direct all questions, comments or complaints with respect to this website to:

[INSERT YOUR CONTACT INFO HERE]

16. LATEST UPDATE. This Privacy Policy was last updated on February 12, 2004.

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