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#### **5. MEMBERSHIP AREAS:**

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FURTHER, YOU AGREE THAT YOU WILL NOT INPUT OR UPLOAD ANY DEFAMATORY, INFRINGING, OR OTHER ILLEGAL OR INJURIOUS DATA OR INFORMATION TO THIS SITE OR TO THE MEMBERSHIP AREAS, SUCH AS THE BULLETIN BOARDS, E-MAILS REFERRING TO THIS SITE, AND TO OTHER MEMBERSHIP AREAS. YOU AGREE TO INDEMNIFY AND DEFEND TIMOTHY J. SMITH, HIS REPRESENTATIVES, AND AGENTS, AND HOLD Timothy J. Smith, HIS REPRESENTATIVES, AND AGENTS, HARMLESS AGAINST ANY AND ALL CLAIMS, PROCEEDINGS, DAMAGES, INJURIES, LIABILITIES, LOSSES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES), RELATING TO ANY ACTS BY YOU OR BY ANY OTHERS USING THIS SITE.

PLEASE KEEP IN MIND THAT THE USE OF A COMPUTER OR ONLINE SERVICE TO DEFAME A PERSON OR TO INFRINGE ANY COPYRIGHT OR TRADEMARK CARRIES WITH IT SEVERE POTENTIAL LIABILITY. FOR MORE INFORMATION REGARDING THE POTENTIAL LIABILITY, YOU SHOULD CONSULT A LEGAL ADVISOR.

## **6. \* AREAS EXCLUDED FROM THIS SITE'S SITE ADMINISTRATOR'S JURISDICTION INCLUDE:**

- **INSTANT MESSAGING SERVICES:** IF YOU PROVIDE SOMEONE WITH YOUR IM SCREEN NAME, IT IS UP TO THE HOST PROVIDER OF THAT IM SERVICE TO HANDLE ANY UNCOMFORTABLE OR ILLEGAL ACTIVITY. YOU MUST CONTACT THAT HOST OR PROVIDER TO HANDLE THESE PROBLEMS.
- **THIRD PARTY SITES:** ANY OUTSIDE SITE IS THE RESPONSIBILITY OF THAT SITE'S OWNERS.

### **\*Instructions to File a Complaint About Use of this Site:**

Should you witness any offensive language, comments, harassment, or any other illegal activity being conducted on this site, please E-mail the Site Administrator at the following address and file a complaint:

**E-mail (for Site Issues):** [SiteAdmin@timsmith7.com](mailto:SiteAdmin@timsmith7.com)

Please include the following information:

- **Area Affected:** Location of the activity or type of activity—such as Name of the Bulletin Board, Posting Date and Poster's Name, if via Email, then include anything you know about this user, their name, screen name, E-mail Address, etc.
- **Type of Activity:** Please state the type of activity witnessed or experienced, lewd and licentious, discriminatory, violent, threatening, computer corruption (such as attempting to send SPAM or Viruses, etc.) and any other disturbing or disruptive behaviors.
- **Proof of Problem: (If you have any)** Copy and paste the problem comment or message into your E-mail to the Site Administrator and include a way for the Site Administrator to contact you (an E-mail address IS sufficient) should the Site Administrator need to ask you any follow-up questions. You do not have to reveal your full identity and your privacy will be protected as stated in the Privacy Policy Statement.

## **PRIVACY POLICY:**

### **Overview:**

Your privacy is very important to Timothy J. Smith, his representatives, and agents. We are committed to protecting the privacy of personal information collected from visitors to our web site. By using the timsmith7.com site, you agree to the terms of this Privacy Policy.

- We will not collect personally identifiable information like your name, e-mail and mailing address and telephone number ("Personal Information") without your knowledge and permission
- We will not disclose your Personal Information to third parties unless you have authorized us to do so
- We will take reasonable steps to protect the security of the Personal Information we collect from you.
- We may release Personal Information to third parties: (1) to comply with valid legal requirements such as a law, regulation, search warrant, subpoena or court order; or (2) in special cases, such as a physical threat to you or others. In the event that we are legally compelled to disclose your Personal Information to a third party, we will notify you unless doing so would violate the law or court order

### **1. Security Measures:**

This Web site, [www.timsmith7.com](http://www.timsmith7.com), uses appropriate technologies to ensure the security of information transmitted via our web site and maintained in our possession.

### **2. Your Personal Information:**

This Web site, [www.timsmith7.com](http://www.timsmith7.com) does not collect personally identifiable information on our website, such as your name, address, e-mail address or telephone number, without your knowledge. Such information is collected only when you knowingly and voluntarily submit it to us (for example, when you contact us via e-mail, submit requests for membership, order publications, etc.). This Web site, [www.timsmith7.com](http://www.timsmith7.com) only uses such voluntarily submitted information for the purposes for which it was submitted.

When you engage in certain activities on this site, Timothy J. Smith, his representatives, and agents may ask you to provide certain information about yourself, such as your name, mailing address, or E-mail address, by filling out and submitting an online form. Timothy J. Smith, his representatives, and agents do not sell or share this information with third parties. This information is collected in order to support your participation in the activities you select.

Timothy J. Smith, his representatives, and agents may also use information provided by you to give you information and special offers on other services that we may provide that we think would be useful to your needs. However, at any time, you may choose to not receive such information or offers from Timothy J. Smith, his representatives, and agents simply by contacting us at the email address listed below. At any time, you may also access and correct personal information that you have submitted to Timothy J. Smith, his representatives, and agents by contacting us at the

E-mail address listed below:

**E-mail:** [SiteAdmin@timsmith7.com](mailto:SiteAdmin@timsmith7.com)

Please remember, that any information that you reveal in a [www.timsmith7.com](http://www.timsmith7.com) member area, such as a bulletin board is not protected by this Privacy Policy. Such postings may be seen by third parties not related to [www.timsmith7.com](http://www.timsmith7.com), Timothy J. Smith, his representatives, and agents. What you've written could be used by others in ways we are unable to control or predict, including contacting you for unauthorized purposes. Also, if you access a third party site from a link on Timothy J. Smith, his representatives, and agents, any information you reveal on that site is not subject to this Privacy Policy. You should consult the privacy policies of each site you visit.

### **3. Registration and Member Profile:**

You may use [www.timsmith7.com](http://www.timsmith7.com) without registering or submitting any Personal Information. In that case, the only information we collect will be non-personal information collected through the use of cookies or web beacons (see details below).

However, in order to have access to certain services and content available on our site (e.g., Bulletin Boards, Publication purchases, etc.), you are required to complete a registration form.

We use the Personal Information that you provide through registration to respond to questions from you and/or inform you of significant changes to this Privacy Policy. We may also use this information to send you E-mails or newsletters with content that we think may be of interest to you. You can always opt-out of receiving such emails or unsubscribe to newsletters at the time you register or at any time – see Article 4 below for more detail about opting-out of receiving emails and newsletters. The information we collect in the Registration form and Member Profile is set forth below.

Required information is indicated by an asterisk\*. Provision of all other information is optional:

- **RegistrationMember Nickname\***
- **Password\*/Hint**
- **Email Address\***
- **Zip Code\***
- **Member ProfileName**
- **Street Address**
- **Payment Info, etc.**

#### **4. Cookies:**

Cookies are not used on this site.

#### **5. Web Usage Statistics:**

The only information we collect on this site is very general Web statistics, such as your Computer ID which all Web Sites do especially if there is a legal necessity should we need to track down unauthorized or criminal use of this site. We also collect information that is non-specific to your Computer ID, e.g., what browsers and browser versions are used, what pages of the site are visited, the time spent on each page, etc. We DO NOT track individual use of the site, only data on how many hits and page loads.

#### **6. Children:**

We are committed to protecting the privacy of children. This Website is not designed or intended to attract children under the age of 13. We do not collect Personal Information from any person we actually know is under the age of 13. However, because we cannot ensure that our visitors will enter their registration information truthfully, we cannot reasonably stop all children under the age of 13 from using our services.

#### **7. Updating your personal information and how to contact:**

You can always contact us in order to (1) delete your Personal Information from our systems, (2) update the Personal Information that you have provided to us, please write the following address:

**E-mail:** [information@timsmith7.com](mailto:information@timsmith7.com)

You should be aware that it is not technologically possible to remove each and every record of the information you have provided to [www.timsmith7.com](http://www.timsmith7.com) from our servers. The need to back-up our systems to protect information from inadvertent loss means that a copy of your Personal Information may exist in a non-erasable form that will be difficult or impossible for us to locate. Nevertheless, we promise that upon receiving your request, all Personal Information stored in the databases we actively use for daily business activities, and other readily searchable media, will be deleted.

Privacy as it applies to the Internet is a dynamic, rapidly developing area. In the future, we may make significant changes to our privacy policy affecting the use of the Personal Information we collect. We will notify you by email of any significant changes concerning our use of your Personal Information and obtain your "opt-in" consent to any significant new uses of your Personal Information if it was collected from you prior to a significant change in this policy. We may also make non-significant changes to our Privacy Policy that generally will not affect our use of your Personal Information and we generally will not notify you of these non-significant changes. You should check this posted Privacy Policy for any non-significant changes.

## **TERMS OF USE:**

### **1. Discussion Board (Bulletin Board) Users (Members) Rights and Duties:**

As a Discussion Board (Bulletin Board) ("User/Member"), you are responsible for your own communications and are responsible for the consequences of posting those communications.

Timothy J. Smith, his representatives, and agents, do not represent or guarantee the truthfulness, accuracy, or reliability of any of material posted by Discussion Board (Bulletin Board) Users (Members) or endorse any opinions expressed by Users (Members). Nor are we responsible for monitoring material posted by users. User (Member) acknowledges that any reliance on material/s posted by other Users (Members) will be at User's own risk.

Timothy J. Smith, his representatives, and agents, do not screen communications in advance and are not responsible for screening or monitoring material posted by Users (Members). If notified by a User (Member) of communications which allegedly do not conform to this Discussion Board (Bulletin Board) Agreement, Timothy J. Smith, his representatives, and agents, may investigate the allegation and determine in good faith and its sole discretion whether to remove or request the removal of the communication. Timothy J. Smith, his representatives, and agents, have no liability or responsibility to Users (Members) for performance or nonperformance of such activities.

Timothy J. Smith, his representatives, and agents, reserve the right to expel Users (Members) and prevent their further access to the Discussion Board (Bulletin Board)

for violating the Discussion Board (Bulletin Board) Agreement or the law and the right to remove communications that are abusive, illegal, or disruptive.

## **2. User (Member) Agreement:**

In consideration of being allowed to use the Discussion Board (Bulletin Board) functions provided by Timothy J. Smith, his representatives, and agents, the User (Member) agrees that the User will not:

- a. Use the Discussion Board (Bulletin Board) facilities for any purpose in violation of local, state, or national laws of any country.
- b. Post material that is copyrighted, unless User is the copyright owner or has the permission of the copyright owner to post it.
- c. Post material that reveals trade secrets, unless User owns them or has the permission of the copyright owner.
- d. Post material that infringes on any other intellectual property rights of others or on the privacy or publicity rights of others.
- e. Post material that is obscene, defamatory, threatening, harassing, abusive, hateful, or embarrassing to another User (Member) or any other person or entity.
- f. Post sexually-explicit images or comments.
- g. Post advertisements or solicitations of business.
- h. Disrupt the normal flow of dialogue, or post comments that are not related to the topic being discussed (unless it is clear that the discussion is free-form).
- i. Post chain letters or pyramid schemes.
- j. Impersonate another person.
- k. Contact another User (Member) directly without their permission or send their E-mail to others without their permission as well.
- l. Publish, post, or otherwise display information, comments, etc. posted by Users (Members) or publish, post, or display identifying information about a User (Member) of this site to third parties or third party sites.

## **3. License for Use:**

### **a. By posting communications, the User (Member) grants:**

To Timothy J. Smith, his representatives, and agents, the right to access, view, store, and reproduce the communications for the purpose of this site.

### **b. By posting communications, the User (Member) also grants:**

To other Users (Members) of this site the right to access, view, store, and reproduce the communications for personal use only.