

## **Site Impact Policies for Website Use**

Thank you for visiting the **Site Impact** website (the “Website”). We have set up some ground rules to ensure protection of our rights and yours. **Site Impact** reserves the right to change these rules at any time, and you agree that each visit you make to the **Site Impact** Website shall be subject to the most current policies.

### **Privacy Statement**

When accessing our Website, **Site Impact** will learn certain information about you during your visit. How we will handle information we learn about you depends upon what you do when visiting our site.

#### ***Information used solely for statistical purposes***

If you visit our site to read or download information on our pages, we collect and store only the following information about you:

1. The name of the domain from which you access the Internet;
2. The date and time you access our site; and
3. The Internet address of the Website you used to link directly to our site.

The information collected is for statistical purposes. **Site Impact** uses software programs to create summary statistics, which are used for such purposes as assessing the number of visitors to the different sections of our site, what information is of most and least interest, determining technical design specifications, and identifying system performance or problem areas.

For site security purposes and to ensure that this service remains available to all users, **Site Impact** uses software programs to monitor network traffic to identify unauthorized attempts to upload or change information, or otherwise cause damage.

**Site Impact** will not obtain personally-identifying information about you when you visit our site, unless you choose to provide such information to us, nor will such information be sold or otherwise transferred to unaffiliated third parties without the approval of the user at the time of collection.

#### ***Voluntarily provided personal information***

**Site Impact** does not collect personally identifiable information about individuals who visit our site except when the information is specifically provided on a voluntary basis. Such instances where personally identifiable information may be gathered are registration, the registration for subscription sites or services and in connection with content submissions, community postings (e.g., chat and bulletin boards), suggestions, voting/polling activities and transactional areas.

Personally identifiable information on individual users will not be sold or otherwise transferred to unaffiliated third parties without the approval of the user at the time of collection. The user will have the opportunity to indicate whether he or she would like to “opt out” of receiving promotional or marketing information about other products, services and offerings from **Site Impact** or any third parties. Further, notwithstanding any opt out of promotional information by the user, **Site Impact** reserves the right to contact a subscriber regarding account status, changes to the subscriber agreement and other matters relevant to the underlying service or the information collected.

**Site Impact** will perform statistical analyses of user behavior and characteristics in order to measure

interest in and use of our site. We will also inform advertisers of such information as well as the number of users that have been exposed to or clicked on their advertising banners. Only aggregated data from these analyses will be provided to third parties. **Site Impact** may sometimes permit third parties to offer subscription or registration-based services through our site. **Site Impact** is not responsible for any actions or policies of such third parties if a user decides to subscribe or register on those sites and users should check the applicable privacy policy when providing personally identifiable information to third parties.

Users should be aware that when they voluntarily disclose personally identifiable information (e.g., user name or e-mail address) on bulletin boards or in chat areas on our site, that information and any substantive information disclosed in the communication can be collected and used by third parties. This could result in unsolicited messages from others who post on our site and are beyond the control of **Site Impact**.

Users may always “opt out” of further promotional contacts at any time. Also, upon request, **Site Impact** will take reasonable efforts to delete a user’s personal information from its database. It may be impossible to delete a user’s entry without some residual information because of backups and records of deletions.

The foregoing policies are effective as of October 1, 2017. **Site Impact** reserves the right to change this policy at any time and will notify users of the existence of a new privacy statement. This statement and the policies outlined here are not intended to and do not create any contractual or other legal rights in or on behalf of any party.

#### *Use of cookies*

The Website uses cookies to facilitate easier navigation within the site and provide a higher level of convenience for the visitor. A cookie is a small piece of information about an Internet session that may be created when a visitor accesses a Website. The cookies used by our Website are not written to the visitor’s hard drive, exist only until the browser is shut down, do not contain any personal information regarding the visitor, and do not retrieve any information from the visitor’s personal computer.

#### **Current at Publication**

The information published on this Website was valid at the time of publication. **Site Impact** reserves the right to make changes and improvements at any time and without notice, and assumes no liability for damages incurred directly or indirectly as a result of errors, omissions or discrepancies.

#### **Disclaimer of Liability**

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Further, neither **Site Impact** nor any of its employees assume any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product or process disclosed; nor do they represent that its use would not infringe privately owned rights.

This disclaimer of liability further applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortious behavior, negligence, or under any other cause of action.

### **Ownership of Site Content**

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### **No Responsibility for Links**

The **Site Impact** Website may from time to time contain links to and frames of sites which are not maintained by **Site Impact**. While we try to include only links to or frames of those sites which are in good taste and safe for our visitors, we are not responsible for the content of those sites and cannot guarantee that sites will not change without our knowledge, and inclusion of such links and frames in the **Site Impact** Website does not imply **Site Impact's** endorsement of the linked or framed sites or their content.

### **Use of Email**

Please feel free to send us e-mail with your thoughts and comments on our Web page or to request more information about us. If you identify yourself by sending us an e-mail containing personal information, then the information collected will be solely used to respond to your message. By sending us a message through the Site Impact Website, you agree to be contacted by **Site Impact** in response to your question. Please note that e-mail communication on the Internet may NOT be secure. The transmission of an e-mail request for information does not create a business relationship or obligation to respond.

### **Content and Search Engine**

The **Site Impact** Website is provided to you at no cost, "as is." All efforts will be used to maintain the site but you should not assume that it is error-free or is suitable for the particular purpose that you intended when gaining access to the site. **Site Impact** is not responsible for the results of any defects that may be found to exist in the site or any lost profits or other consequential damages that may result from such defects.

The **Site Impact** search engine refers sites and information located worldwide throughout the Internet. Because **Site Impact** has no control over such sites and information, it makes no guaranties as to those sites and information, including: (1) the accuracy, currency, content, or quality of the search results, or (2) whether the search may locate any unintended and objectionable content.

Because some of the content on the Internet consists of material that is adult-oriented or otherwise objectionable to some people, the results of your search may automatically and unintentionally generate links or references to objectionable material. **Site Impact** can make no claim that such results will not occur. Search technology does not give results limited to only the hits that were sought. There may be extraneous hits as well.

The views and opinions of authors published on any external site do not reflect those of **Site Impact**.

### **No Endorsement**

Reference to any specific commercial products, processes, or services by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by **Site Impact**. No information or statements contained on this server shall be used for the purposes of advertising, or to imply an endorsement or recommendation.

### **Submission of Information Related to Possible Copyright Infringement**

**Site Impact** respects the intellectual property interests of other parties. If you believe that your work appears on this Website in a way that constitutes copyright infringement, you may notify **Site Impact** and provide the following information:

1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
2. a copy of the copyrighted work that you claim has been infringed, or a description of the copyrighted work, including the URL (i.e., Web page address) of the location where the copyrighted work exists;
3. identification of the URL or other specific location on the **Site Impact** site where the material that you claim is infringing is located;
4. a statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
5. a statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and
6. your address, telephone number, and e-mail address.

### **Governing Law, Venue and Dispute Resolution**

This Website is created and controlled by **Site Impact** in the State of Florida, U.S.A. As such, the laws of the State of Florida, U.S.A. will govern these Terms and Conditions of Use, without giving effect to any principles of conflicts of laws. You hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the State and Federal courts situated in Broward County in the State of Florida, U.S.A., for any litigation arising out of or relating to use of this Website (and agree not to commence any

litigation relating thereto except in such courts), waive any objection to the laying of venue of any such litigation in the courts of Broward County, Florida State, U.S.A., and agree not to plead or claim in any State or Federal court of Broward County, Florida, U.S.A. that such litigation brought therein has been brought in an inconvenient forum.

### **Miscellaneous**

The provisions of these Terms and Conditions of Use are intended to be severable. If for any reason any provision of these Terms and Conditions of Use shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction. No joint venture, partnership, employment, or agency relationship exists between you and **Site Impact** as a result of these Terms and Conditions of Use or use of this Website. The failure of **Site Impact** to enforce any right or provision in these Terms and Conditions of Use shall not constitute a waiver of such right or provision unless acknowledged and agreed to by **Site Impact** in writing. These Terms and Conditions of Use, together with any applicable policies, comprise the entire agreement between you and **Site Impact** and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.