Terms

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- 12. You agree to indemnify and hold BMS Fusion and each of its directors, officers employees, and agents, harmless from any and all liabilities, claims, damages and expenses, including reasonable attorney's fees, arising out of or relating to (i) your breach of this Agreement, (ii) any violation by you of law or the rights of any third party, (iii) any materials, information, works and/or other content of whatever nature or media that you post or share on or through the Site, (iv) your use of the Site or any services that the Company may provide via the Site, and (v) your conduct in connection with the Site or the services or with other users of the Site or the services. BMS Fusion reserves the right to assume the exclusive defence of any claim for which we are entitled to indemnification under this Section. In such event, you shall provide BMS Fusion with such cooperation as is reasonably requested by BMS Fusion.
- 13. The provisions of these Terms of Use are for the benefit of BMS Fusion its subsidiaries, affiliates and its third party content providers and licensors, and each shall have the right to assert and enforce such provisions directly or on its own behalf.
- 14. This agreement shall be governed by and construed in accordance with the laws of the State of Queensland, without giving effect to any principles of conflicts of law. You further submit to the exclusive jurisdiction of the state and federal courts sitting in Gold Coast

Queensland. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

15. These Terms of Use may be revised from time to time by updating this posting. You are bound by any such revisions and should therefore periodically visit this page to review the then current Terms of Use to which you are bound.

Last Updated: March 10, 2023

Privacy Policy

Online Privacy Policy

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Please also review the Terms of Use at www.iamjeffreyallen.com which also govern use of this

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The Site's various mailing lists, downloads, special offers, contests, registration forms, and surveys may request that you give us contact information such as your name, mailing and/or e-mail address, demographic information such as your age and gender, and personal preference information such as your preferred software and interests. Information submitted at the time of submission will be used by the Company only as necessary for our legitimate business interests, including without limitation the improvement of our products, services and the contents of the Site. The Company may also share such information with our business and promotional partners to further those interests. Personally identifiable information is never sold or leased to any third parties. With your permission, we may use your contact information to send you information about our company and products. You may always opt-out of receiving future mailings as

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The Company may disclose user information in special cases when we have reason to believe that disclosing this information is necessary to identify, contact or bring legal action against someone who may be causing injury to or interference (either intentionally or unintentionally) with the Company's rights or property, other users of the Site, or anyone else that could be harmed by such activities.

Children Age 13 and Under: The Company recognizes the special obligation to protect personally identifiable information obtained from children age 13 and under. AS SUCH, IF YOU ARE 13 YEARS OLD OR YOUNGER, THE COMPANY REQUESTS THAT YOU NOT SUBMIT ANY PERSONAL INFORMATION TO THE SITE OR TO THE COMPANY. If the Company discovers that a child age 13 or younger has signed up on the Site or provided us with personally identifiable information, we will delete that child's identifiable information from our records.

The Company nonetheless encourages parents to go online with their kids. Here are a few tips to help make

a child's online experience safer:

- 1. Teach kids never to give personal information, unless supervised by a parent or responsible adult. Includes name, address, phone, school, etc.
- 2. Know the sites your kids are visiting and which sites are appropriate.
- 3. Look for Website privacy policies. Know how your child's information is treated.
- 4. Check out the FTC's site for more tips on protecting children's privacy online

Use of Cookies: Cookies are pieces of information that a website transfers to an individual's computer hard drive for record keeping purposes. Cookies make using our Site easier by, among other things, saving your passwords and preferences for you. These cookies are restricted for use only on our Site, and do not transfer any personal information to any other party. Most browsers are initially set up to accept cookies. You can, however, reset your browser to refuse all cookies or indicate when a cookie is being sent. Please consult the technical information relevant to your browser for instructions. If you choose to disable your cookies setting or refuse to accept a cookie, some parts of the Site may not function properly or may be considerably slower.

Company uses the following cookies on the Site:

Cook ie	Name	Purpose
kjb sessio n	Kajabi session cookie	Tracks your active admin session so you don't need to relogin
kjba	Kajabi affiliate token	Tracks which affiliate has referred an offer purchase
_abv	Admin bar hidden	Tracks whether the user wishes their admin previewing bar to be hidden

Malware/Spyware/Viruses: Neither the Company nor the Site knowingly permit the use of malware, spyware, viruses, and/or other similar types of software.

Links to External Sites: The Company is not responsible for the content or practices of third party websites that may be linked to the Site. The Company is also not responsible for any information that you might share with such linked websites. You should refer to each website's respective privacy policy and practices prior to disclosing any information.

Bulletin Boards and Chat Areas: Guests of the Site are solely responsible for the content of messages they post on the Company's forums, such as chat rooms and bulletin boards. Users should be aware that when they

voluntarily disclose personal information (e.g., user name, e-mail address, phone number) on the bulletin boards or in the chat areas, that information can be collected and used by others and may result in unsolicited messages from other people. You are responsible for the personal information you choose to submit in these instances. Please take care when using these features. Choice/Opt-Out: The Site may provide you the opportunity to opt-in to receive communications from us at the point where we request information about you. You always have the option of removing your name from any e-mail list in order to discontinue any such future communications. In order to ensure immediate removal from any list, please follow the specific instructions set forth within the communications you receive from the Company which you no longer wish to receive. If you are unsuccessful in completing the instructions specified in any such communication, please e-mail us at support@iamjeffreyallen.com, including a copy of the undesired email attached to the request, and state you wish to be removed from the mailing list.

Contact Information for Complaints or Concerns: If you have any complaints or concerns about the Company or about this privacy statement, please contact:

Via email: support@iamjeffreyallen.com

Information provided by you via general e-mail

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Last Updated: August 12, 2017