

## Sample Privacy Policy, Terms and Conditions & Disclaimer

# **PRIVACY POLICY**

This Privacy Policy governs the way the website collects, uses, maintains and discloses information collected from users (each, a 'User') of the website ('Site'). This privacy policy applies to the Site and all products and services offered by the company.

We may collect personal identification information from Users in a variety of ways, including, but not limited to, when Users visit our site, register on the site, subscribe to the newsletter, and in connection with other activities, services, features, or resources we make available on our Site. Users may be asked for, as appropriate, email address. Users may, however, visit our Site anonymously. We will collect personal identification information from Users only if they voluntarily submit such information to us. Users can always refuse to supply personal identification information, except that it may prevent them from engaging in certain Site related activities.

## **CONTACTING US**

For the purpose of the prevailing data laws, the data controller in respect of any personal data that you submit to us on our website is Debra Humphrey, a company under United States law and whose office is at 826 Woodcrest Loop, Culpeper, VA 22701.

If you want to know what information we hold about you or if you have any other queries in relation to this privacy policy, please contact us using the following contact information:

Debra Humphrey

Email: debra@moreovermarketing.com

#### WHAT INFORMATION DO WE COLLECT?

- We will collect information that you provide to us when you register on the Service (such information shall include, but may not be limited to, your name, age, debit/credit card information, telephone number, postal address and email address);
- About your usage of the Service; that you provide to us in e-mails or letters that you send to us;
- About transactions you carry out through the Service, orders you place and the fulfillment of your orders;
- Data that you submit in order to use the Service, including data relating to your customers, clients or others using your services which the Moreover Marketing Digital Ads Agency apps have access to.
- It is possible to view Moreover Marketing Digital Ads Agency website without providing any personal details. However, without registering your details you will not be able to use the Services.
- We may receive some information that you submit to any third-party website
  or application that you access through the Service. Both Moreover Marketing
  Digital Ads Agency and the owner or operator of that third party website will
  be the data controller in respect of any such information and you should
  check the privacy policy of that website to find out how they will use your
  personal information.
- We will only use any information that we collect from you in accordance with this Privacy Policy.

## **COOKIES**

- The Service uses cookies to ensure that you get the most out of the Service. Cookies are small amounts of information in the form of text files which we store on your computer. Cookies allow us to monitor usage of the service, improve the Service's usability and to personalize the content for you.
- If you do not wish us to install cookies on your computer for these purposes, you may change the settings on your internet browser to reject cookies. For more information about how to do this please consult the "Help" section of your browser. Please note that if you do set your browser to reject cookies, you may not be able to use all of the features of the Service. If you prevent us

from placing cookies, you may not be able to use the Service to place an order. This is because we use cookies to enable you to log in to your account.

- We may use an analytics service provider for service usage analysis and reporting. Analytics service providers generate statistical and other information about usage by means of cookies, which are stored on users' computers. The information generated relating to the Service may be used to create reports about the use of the Service and the analytics service provider will store this information
- In addition, advertisers whose advertisements appear on the Service may use and place cookies on your computer and we have no control over this. Please consult the terms and conditions and privacy policy of such third party advertisers to find out how they collect and use your personal data and to establish whether they use cookies and what they may use them for.

# HOW DO WE USE THE INFORMATION THAT YOU PROVIDE TO US?

We may use your information in the following ways:

- To ensure that our Service is delivered in the most effective manner for you and your computer;
- To provide you with information, products or services that you request from us or which we feel may interest you, where you have consented to be contacted for such purposes;
- To carry out our obligations arising from any contracts entered into between you and us;
- To provide customer service to you in relation to your use of the Service, to deal with enquiries and complaints relating to the use of the Service and to notify you about any changes to our service;
- To administer, support, improve, optimize and develop our Service;
- To produce reports which may be used, sold or published by us at our sole discretion provided that any data or reports will be anonymized and not refer to any individual user of the Services;
- For internal marketing and demographic studies to improve the products and services that we provide; and for security purposes.
- We may also use your information to provide you with our email notifications, newsletters and other marketing communications that either you request from us or which you consent to by opting in when completing a registration form on the Service. You may opt out from receiving such marketing

communications from us at any time by notifying us in writing, contacting us at debra@moreovermarketing.com or, alternatively, by following the one-step procedure to 'unsubscribe' that is specified in the email that you receive.

#### DISCLOSURE OF YOUR INFORMATION

- Other than as expressly set out in this Privacy Policy or as otherwise required or permitted by law, we will not share, sell or distribute any of the information you provide to us without your consent.
- You should note that information posted on the public elements of the Service may be visible by users of the Service throughout the world. You should therefore be careful when submitting information about yourself to the Service.
- We may disclose your personal information: (I) to any third party to whom
  disclosure is necessary to enable us to fulfill your orders and provide you with
  any service to which you have subscribed via the Service; (ii) where required
  to do so by law or court order; and (iii) to any person to whom disclosure is
  necessary to enable us to enforce our rights under this Privacy Policy or
  under our Terms and Conditions.
- We may disclose your personal information to Facebook Inc in order to fulfill the Services. You can review Facebook's Terms of Service here: <a href="https://www.facebook.com/ads/manage/customaudiences/tos.php">https://www.facebook.com/ads/manage/customaudiences/tos.php</a>

## THIRD PARTY SITES

- The Service may contain links to websites or access to applications that are
  operated by third parties. We do not control and accept no liability or
  responsibility for those websites and this Privacy Policy does not apply to
  those websites. Please consult the terms and conditions and privacy policy of
  those third party websites to find out how they collect and use your personal
  data and to establish whether they use cookies and what they may use them
  for.
- Advertisements contained on our Service operate as links to the advertiser's
  website and as such any information they collect by virtue of your clicking on
  that link will be collected and used by the relevant advertiser in accordance
  with the privacy policy of that advertiser.

## **HOW DO WE PROTECT YOUR INFORMATION?**

- In common with a number of other websites, the data that we collect from you may be transferred to a cloud service provider which has data servers which are based outside the European Economic Area ("EEA"). By submitting your personal data, you agree to this transfer and the storing and/or processing of your personal data on these servers. We will take all steps in Privacy Policy.
- Appropriate security measures will be adopted to protect your information from access by unauthorized persons and against unlawful processing, accidental loss, destruction and damage. However, you acknowledge that data transmission over the internet is inherently insecure and that we cannot guarantee the security of data you send over the internet.
- Your information will only be held for a reasonable period or as long as the law requires or permits.

#### **ACCESSING YOUR INFORMATION**

You may at any time request access to and/or, if incorrect, rectification of your personal data by contacting us at the address set out in this Privacy Policy or by emailing debra@moreovermarketing.com. We reserve the right to ask you for proof of your identity and to charge you a fee of twenty US dollars (\$20) to meet our costs in granting any data access request you make.

#### **CHANGES TO OUR PRIVACY POLICY**

Moreover Marketing Digital Ads Agency has the discretion to update this privacy policy at any time. When we do, we will revise the updated date at the bottom of this page. We encourage Users to frequently check this page for any changes to stay informed about how we are helping to protect the personal information we collect. You acknowledge and agree that it is your responsibility to review this privacy policy periodically and become aware of modifications.

## YOUR ACCEPTANCE OF THESE TERMS

By using this Site, you signify your acceptance of this policy. If you do not agree to this policy, please do not use our Site. Your continued use of the Site following the posting of changes to this policy will be deemed your acceptance of those changes.

# WELCOME TO MOREOVER MARKETING DIGITAL ADS AGENCY TERMS AND CONDITIONS

These terms and conditions outline the rules and regulations for the use of Moreover Marketing Digital Ads Agency Website.

Moreover Marketing Digital Ads Agency is located at:

826 Woodcrest Loop, Culpeper, VA 22701

By coming on board with Moreover Marketing Digital Ads Agency you accept these terms and conditions in full.

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements: "Client", "You" and "Your" refers to you, the person or business coming on board with Moreover Marketing Digital Ads Agency, and accepting the Company's terms and conditions. "The Company", "Ourselves", "We", "Our" and "Us", refers to our Company. "Party", "Parties", or "Us", refers to both the Client and ourselves, or either the Client or ourselves. "Intellectual Property" means all intellectual property rights of whatsoever nature, including (without limitation) patents, designs, present and future trademark or copyright, and whether or not registered or registrable by any means, and the right to file an application for the registration thereof. "Product" of "Service" means any deliverables by Moreover Marketing Digital Ads Agency. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services, in accordance with and subject to, prevailing law. Moreover Marketing Digital Ads Agency maintains its website as a service to the internet community. Access to and use of www.moreovermarketing.com is subject to the terms and conditions set forth herein and all applicable laws. Moreover Marketing Digital Ads Agency may revise these terms and conditions from time to time by updating this posting. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to the same.

## **LICENSE**

Unless otherwise stated, Moreover Marketing Digital Ads Agency and/or its licensors own the intellectual property rights for all material owned by Debra Humphrey. All intellectual property rights are reserved. You may view and/or print pages from http://www.moreovermarketing.com for your own personal use subject to restrictions set in these terms and conditions.

You must not:

- 1. Republish material from Moreover Marketing Digital Ads Agency.
- 2. Sell, rent or sub-license material from Moreover Marketing Digital Ads Agency.
- Reproduce, duplicate or copy material from Moreover Marketing Digital Ads Agency Redistribute content from Moreover Marketing Digital Ads Agency (unless content is specifically made for redistribution).

#### **IFRAMES**

Without prior approval and express written permission, you may not create frames around our Web pages or use other techniques that alter in any way the visual presentation or appearance of our Website.

### **RESERVATION OF RIGHTS**

We reserve the right at any time and in its sole discretion to request that you remove all links or any particular link to our Web site.

We also reserve the right to amend these terms and conditions and its linking policy at any time. By continuing to link to our Web site, you agree to be bound to and abide by these linking terms and conditions.

### **DISCLAIMER**

To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to Moreover Marketing Digital Ads Agency and the use of this website (including, without limitation, any warranties implied by law in respect of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

Nothing in this disclaimer will:

- Limit or exclude our or your liability for death or personal injury resulting from negligence;
- 2. Limit or exclude our or your liability for fraud or fraudulent misrepresentation;

- Limit any of our or your liabilities in any way that is not permitted under applicable law;
- 4. Or exclude any of our or your liabilities that may not be excluded under applicable law.

To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to Moreover Marketing Digital Ads Agency and the use of this website (including, without limitation, any warranties implied by law in respect of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

The limitations and exclusions of liability set out in this Section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the disclaimer or in relation to the subject matter of this disclaimer, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

To the extent that the website and the information and services on the website are provided free of charge, we will not be liable for any loss or damage of any nature.

#### **EVENTS OUTSIDE OF OUR CONTROL**

We will not be liable or responsible for any failure to perform, or delay in performance of any of our obligations under any contract with you that is cause by events outside of our reasonable control (a "Force Majeure Event") including, without limitation, fire, flood, explosion, storm, earthquake, war, terrorism, sabotage, revolution, riot or civil commotion, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, strikes, lockouts, failure of supplies of public or private telecommunications networks, power or fuel or the default of suppliers or sub-contractors. Our performance under our contract with you is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavors to bring the Force Majeure Events to a close or to find a solution by which our obligations under such contract may be performed despite the Force Majeure Event.

## **CONTACT**

The first point of contact for the "Client" is the Business Development Manager;

For any enquiries and ongoing communication, the "Client's" main point of contact will be their assigned Account Manager.

Any outstanding invoices will be going through Moreover Marketing Digital Ads Agency Accounts department.