**WEBSITE PRIVACY POLICY & TERMS**

**Privacy Policy**

**HOW IS PERSONAL INFORMATION USED FOR COMMUNICATIONS?**

 We may contact you periodically by e-mail, mail or telephone to provide information regarding programs, products, services and content that may be of interest to you. In addition, some of the features on this web site allow you to communicate with us using an online form. If your communication requests a response from us, we may send you a response via e-mail. The e-mail response or confirmation may include your personal information. We cannot guarantee that our e-mails to you will be secure from unauthorized interception.

**HOW IS PERSONAL INFORMATION SECURED?**

 We have implemented generally accepted standards of technology and operational security in order to protect personally-identifiable information from loss, misuse, alteration, or destruction. Only authorized personnel and third party vendors have access to your personal information, and these employees and vendors are required to treat this information as confidential. Despite these precautions, we cannot guarantee that unauthorized persons will not obtain access to your personal information.

 **LINKS**

This site contains links to other sites that provide information that we consider to be interesting. TrakPoint, Incorporated is not responsible for the privacy practices or the content of such web sites.

 **PUBLIC DISCUSSIONS**

 This site may provide public discussions on various business valuation topics. Please note that any information you post in these discussions will become public, so please do not post sensitive information in the public discussions. Whenever you publicly disclose information online, that information could be collected and used by others. We are not responsible for any action or policies of any third parties who collect information that users disclose in any such forums on the web site. TrakPoint, Incorporated does not agree or disagree with anything posted on the discussion board. Also remember that you must comply with our other published policies regarding postings on our public forums.

**HOW CAN A USER ACCESS, CHANGE, AND/OR DELETE PERSONAL INFORMATION?**

 You may access, correct, update, and/or delete any personally-identifiable information that you submit to the web site. You may also unsubscribe from mailing lists or any registrations on the web site. To do so, please either follow instructions on the page of the web site on which you have provided such information or subscribed or registered or contact us at admin@trakpnt.com

 **CHANGES**

TrakPoint, Incorporated] reserves the right to modify this statement at any time. Any changes to this Privacy Policy will be listed in this section, and if such changes are material, a notice will be included on the homepage of the web site for a period of time. If you have any questions about privacy at any websites operated by TrakPoint, Incorporated or about our website practices, please contact us at: admin@trakpnt.com

Terms of Use

**General**

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 We reserve the right to change these Terms of Service or to impose new conditions on use of the Site, from time to time, in which case we will post the revised Terms of Service on this website. By continuing to use the Site after we post any such changes, you accept the Terms of Service, as modified.

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 You acknowledge that TrakPoint, Incorporated has the right but not the obligation to use and display any postings or contributions of any kind and that TrakPoint, Incorporated may elect to cease the use and display of any such materials (or any portion thereof), at any time for any reason whatsoever.

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 **Online Commerce**

 Certain sections of the Site may allow you to purchase many different types of products and services online that are provided by third parties. We are not responsible for the quality, accuracy, timeliness, reliability or any other aspect of these products and services. If you make a purchase from a merchant on the Site or on a site linked to by the Site, the information obtained during your visit to that merchant’s online store or site, and the information that you give as part of the transaction, such as your credit card number and contact information, may be collected by both the merchant and us. A merchant may have privacy and data collection practices that are different from ours. We have no responsibility or liability for these independent policies. In addition, when you purchase products or services on or through the Site, you may be subject to additional terms and conditions that specifically apply to your purchase or use of such products or services. For more information regarding a merchant, its online store, its privacy policies, and/or any additional terms and conditions that may apply, visit that merchant’s website and click on its information links or contact the merchant directly. You release us and our affiliates from any damages that you incur, and agree not to assert any claims against us or them, arising from your purchase or use of any products or services made available by third parties through the Site.

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 You agree to be financially responsible for all purchases made by you or someone acting on your behalf through the Site. You agree to use the Site and to purchase services or products through the Site for legitimate, non-commercial purposes only. You also agree not to make any purchases for speculative, false or fraudulent purposes or for the purpose of anticipating demand for a particular product or service. You agree to only purchase goods or services for yourself or for another person for whom you are legally permitted to do so. When making a purchase for a third party that requires you to submit the third party’s personal information to us or a merchant, you represent that you have obtained the express consent of such third party to provide such third party’s personal information.

 Your purchase is for personal use only. Sharing of purchases is not permitted and will be considered unauthorized, an infringing use of our copyrighted material, and may subject violators to liability.

If payment for a course is declined, our system will automatically disable access to our premium materials. (We understand. This usually happens because a credit card expires.) We want to help restore your access, so we’ll make every attempt to contact you to help resolve this issue. Once the billing issue is resolved, we’ll restore access.

 **Interactive Features**

 This Site may include a variety of features, such as bulletin boards, web logs, chat rooms, and email services, which allow feedback to us and real-time interaction between users, and other features which allow users to communicate with others. Responsibility for what is posted on bulletin boards, web logs, chat rooms, and other public posting areas on the Site, or sent via any email services on the Site, lies with each user – you alone are responsible for the material you post or send. We do not control the messages, information or files that you or others may provide through the Site. It is a condition of your use of the Site that you do not:

**Restrict or inhibit any other user from using and enjoying the Site.**

* Use the Site to impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity.
* Interfere with or disrupt any servers or networks used to provide the Site or its features, or disobey any requirements, procedures, policies or regulations of the networks we use to provide the Site.
* Use the Site to instigate or encourage others to commit illegal activities or cause injury or property damage to any person.
* Gain unauthorized access to the Site, or any account, computer system, or network connected to this Site, by means such as hacking, password mining or other illicit means.
* Obtain or attempt to obtain any materials or information through any means not intentionally made available through this Site.
* Use the Site to post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law.
* Use the Site to post or transmit any information, software or other material that violates or infringes upon the rights of others, including material that is an invasion of privacy or publicity rights or that is protected by copyright, trademark or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or rights holder.
* Use the Site to post or transmit any information, software or other material that contains a virus or other harmful component.
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TrakPoint, Incorporated has no obligation whatsoever to monitor any of the content or postings on the message boards, chat rooms or other public forums on the Sites. However, you acknowledge and agree that we have the absolute right to monitor the same at our sole discretion. In addition, we reserve the right to alter, edit, refuse to post or remove any postings or content, in whole or in part, for any reason and to disclose such materials and the circumstances surrounding their transmission to any third party in order to satisfy any applicable law, regulation, legal process or governmental request and to protect ourselves, our clients, sponsors, users and visitors.

 We occasionally include access to an online community as part of our programs. We want every single member to add value to the group. Our goal is to make your community the most valuable community you’re a member of. Therefore, we reserve the right to remove anyone at any time. We rarely do this, but we want to let you know how seriously we take our communities.

 **Registration**

 To access certain features of the Site, we may ask you to provide certain demographic information including your gender, year of birth, zip code and country. In addition, if you elect to sign-up for a particular feature of the Site, such as chat rooms, web logs, or bulletin boards, you may also be asked to register with us on the form provided and such registration may require you to provide personally identifiable information such as your name and email address. You agree to provide true, accurate, current and complete information about yourself as prompted by the Site’s registration form. If we have reasonable grounds to suspect that such information is untrue, inaccurate, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof). Our use of any personally identifiable information you provide to us as part of the registration process is governed by the terms of our Privacy Policy.

 **Passwords**

 To use certain features of the Site, you will need a username and password, which you will receive through the Site’s registration process. You are responsible for maintaining the confidentiality of the password and account, and are responsible for all activities (whether by you or by others) that occur under your password or account. You agree to notify us immediately of any unauthorized use of your password or account or any other breach of security, and to ensure that you exit from your account at the end of each session. We cannot and will not be liable for any loss or damage arising from your failure to protect your password or account information.

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