

PRIVACY POLICY

This Privacy Policy was last updated on: November 1, 2010

THIS IS IMPORTANT – PLEASE READ -- it describes the terms of our commitment to your privacy. You can view the Terms of Use referenced below by [Clicking Here](#).

PERSONS OR PARTIES COVERED

This Privacy Policy details important information regarding the use and disclosure of user information collected on the website. The website owner provides this Privacy Policy to help you make an informed decision about whether to use or continue using the website. This Privacy Policy is incorporated into and is subject to the website Terms of Use (the "Terms").

This Privacy Policy is intended to cover all visitors to this website, all subscribers to lists or newsletters whether paid or unpaid, all members or affiliates whether paid or unpaid, and all customers. Persons who visit or view this website, whether intentionally or unintentionally, whether solicited or unsolicited, are described herein as "Visitors" and are subject to this Privacy Policy. Subscribers to lists or Newsletters are referred to herein as "Subscribers" and are subject to the Privacy Policy. Persons who join an organization or marketing endeavor (e.g. "affiliates") promoted by this website are called "Members" herein and are covered by this Privacy Policy. Finally, anyone who orders, attempts to order, or receives a product sold, advertised on, or delivered from this website, even at no cost, is called a "Customer" herein and is subject to this Privacy Policy not only by passive acceptance, but by virtue of the Purchase Agreement contract, if any. The website, its agents, owners, operators, and employees are referred to collectively herein as "website," "website operator," or "website owner."

PERSONS EXCLUDED FROM THIS WEBSITE ARE STILL COVERED

In the event that a person excluded from this website because of the Terms of Use or from denial of service by the website, who nonetheless unlawfully views this website, that person remains subject to the terms of this Privacy Policy and is in violation of the Terms of Use.

VIEWING AND/OR USE AND/OR COMMUNICATION IS CONSTRUED AS ACCEPTANCE OF THE TERMS OF THIS POLICY

Acceptance of the terms of this Privacy Policy is a portion of the consideration required for your right to visit this website. If you do not accept these terms, you have no right to visit this website and you are fraudulently using it.

A NOTE TO CALIFORNIA RESIDENTS (ONLINE PRIVACY PROTECTION ACT OF 2003 COPPA)

It is the intent of the Privacy Policy to comply with the California Act. Various provisions throughout this Privacy Policy address requirements of the act. In summary, you must presume that we collect electronic information from all Visitors. This is not usually personally identifiable. If you purchase a product or service via this website, the Purchase Agreement for that purchase, if any, allows the website owner to collect and archive all the personal information you provide and to transmit and/or transfer that personal information to third parties. There is no way you can modify this information and you have no right to do so. Under the terms of the Purchase Agreement, you have no right to view or receive any information about our database. While we take measures to ensure that outside parties do not have access to any information we have about you, we do not warrant that outside parties will not breach our system and thus have access to your information. This Privacy Policy also is subject to change without notice. Therefore, you should read it prior to using this website. By interacting with the website you agree to the terms and conditions of the Privacy Policy. By using the website or purchasing a product through this website, you agree to the Disputes provision set forth below, which requires arbitration for all disputes related to the use of the website, and related to this privacy policy.

ABOUT THE PERSONAL INFORMATION THIS WEBSITE COLLECTS AND HOW IT IS USED

This website routinely collects information about its Visitors, Subscribers, Members, and Customers. This information is obtained in various ways, such as:

1. FROM REGISTRATION

Registration means that the Visitor, Subscriber, Member or Customer takes active, positive steps to communicate information to this website. This can include pages or "pop ups" where you register for a newsletter or subscribe to a mailing list; it can include your participation in visitor surveys; it can include requesting information from the website owner via email, mail, or courier; it may be from joining an affiliate program or other membership organization, paid or unpaid; it may be from ordering a product.

Occasionally complete credit card information may be provided to the website owner via fax or a fill-in form rather than regular secure merchant service processing.

2. FROM ONLINE ORDERING

Online ordering via SSL encrypted communication provided by shopping cart services supporting merchant service companies like Visa and Master Card provides information to the website owner but do not provide complete credit card numbers. In the process of online ordering, the customer provides, name, address, city, state, email address, phone number, CVV2 (back of card) number, and, occasionally a member password. You should consider all this information available to the website owner. This information is used to deliver the product, but under the terms of the Purchase Agreement you also approve its use for general solicitation purposes.

3. FROM VISITOR EMAIL INQUIRIES

Website visitors who wish to communicate with the website owner do so under two conditions: one, they give their permission for contact by the website owner; and two, they are subject to any "submission" provisions of the Terms of Use, Purchase Agreement, or this Privacy Policy.

4. FROM CUSTOMER EMAILS OR TESTIMONIALS

If you are a customer and send an email to the website owner, or if you communicate with the website owner by phone or mail, you give your permission to collect, archive, retrieve, and otherwise use such information collected as the website owner sees fit.

Any communication which, in its sole discretion, the website owner deems to be a testimonial, may be publicized for commercial purposes, and you will not be entitled to any additional compensation.

5. FROM INTERACTION WITH BANNERS, POPUPS, OR WEBSITE ADVERTISERS

Visitors clicking on banner, pop-up, or hyperlinked advertising appearing on this website should assume that information is being collected about them, but this website is not responsible for the use of information collected by third parties in such a fashion. Visitors must assume that (1) information will be collected, (2) that "cookies" may be placed on their hard drive, (3) that website owner does not have any control over what happens with this information, (4) that website takes no responsibility over the accuracy or content of advertisers, (5) that the website owner is not responsible for downloads from third party advertisers that contain viruses or worms or other computer code that causes their computer or software harm, and (6) that website owner assumes no responsibility for the data that is garnered from the click itself or that the advertiser collects.

6. FROM REFERRING EMAIL OR REFERRING URLS

If you send a friend an email from this website or if you send the URL or one of our web pages to a friend, you must assume that some data is collected about your IP address or your email address and that of your friend. You must assume that referred emails or web pages may appear to come from your email. You must accept fully responsibility for referring pages or email to a friend and agree to indemnify this website for any damage, intentional or unintentional that results from said referrals.

7. FROM VOLUNTARY VISITOR, SUBSCRIBER, MEMBER OR CUSTOMER SURVEYS

Unless otherwise specified in the survey, you must assume that any information provided to the website as part of a survey in which you participate may be used for general solicitation for commercial purposes and that such information will be shared with joint venture partners, affiliates, marketing organization or used by the website itself for product design or solicitation purposes.

8. FROM ELECTRONIC MEANS AND "COOKIES"

Many websites, including this one, collect information about your computer and your IP address. You must assume that your web-viewing or web-use activity is monitored, tracked, and information collected. This information is not usually of a personal nature, but it may help define your viewing habits and product preferences even though the website owner may or may not have any idea who you are.

"Cookies" is web jargon for bits of computer code placed on your hard drive. Websites use this to keep you "logged in", to keep track of search criteria, to monitor use, to password protect use of the website or use of products sold by the website. Cookies can also be used to obtain information about your computer configuration or your use of your computer.

Cookies can be used to electronically gather information about you. Again, it may or may not be personal information, but it is information and by using this website you are expressly giving permission to use "cookies" and to use the information gathered from their use to benefit you. You also give permission to collect, archive, retrieve, and use any information collected for product design, product offers to you, and general commercial solicitation purposes by this website or joint venture partners, affiliates, and marketing organizations.

HOW INFORMATION MAY BE USED

Although it's the website owner's intent to not give, sell, barter or rent the information collected on this website to any unauthorized third party, you should assume this may happen. The flow of information on the Internet has become so complex you must assume that information collected is shared with other persons or entities as you make your decision whether or not to view or interact with this website. The shared information may include your name, address, phone number, email address and buying habits, as well as other information, and may end up being used for general commercial solicitation by this website or other third parties with whom it is shared.

Additionally, and notwithstanding anything to the contrary in the Terms of Use or this Privacy Policy, the website operator reserves the right to disclose personally identifiable information an/or non-personally-identifiable information that the website operator believes, in good faith, is appropriate or necessary to enforce our Terms, take precautions against liability, to investigate and defend itself against any third-party claims or allegations, to assist government enforcement agencies, to protect the security or integrity of our web site, and to protect the rights, property, or personal safety of the website operator, our users or others.

While it may seem obvious, we also share personal information with various third parties when it is necessary to provide you with a product or service you have requested. By way of example and not limitation, if you request materials by mail, we may provide your information to third party carriers such as the US Postal Service, FedEx or UPS, and if you pay for goods or services at the website, we supply the necessary personally identifiable information to the relevant payment processor to permit them to process payments.

INFORMATION THAT IS NOT SHARED

Complete credit card or other financial information is not usually known to the website owner. However, in the event that it is made known, that information is never revealed to anyone except to processing authorities or law enforcement agencies. However, the provider of such information gives express permission to use it in fraud investigation or for litigation.

BULLETIN BOARDS AND PUBLIC FORUMS

Visitors, subscribers, members, or customers who use any website provided bulletin boards or other public forums, such as chat rooms, do so at their own risk. You may not assume that the website monitors these services or protects you in any manner from information you post publicly or share with anyone else via these services.

SPAM

By providing to this website information that forms the basis of communication with you, such as an email address, you waive all rights to file complaints concerning unsolicited email or spam from this website since, by providing such information, you agree to receive communication from us or other organizations. However, all email communication with you shall contain an "unsubscribe" link where you may notify the website owner that you no longer wish to receive solicitations or information from the website and your name will be removed from the general solicitation database.

DATA SECURITY

This website takes measures to protect its data that contains information related to you. However, as a consideration for viewing this website or interacting with this website in any manner, you waive all claims of any nature against this website owner concerning the loss, alteration, or misuse of information. You must assume that it is possible for your personal data to be obtained by others, such as "hackers," and used in an inappropriate manner that may cause you harm and that you agree that the website owner is not responsible for damages to you.

REVISIONS TO THIS PRIVACY POLICY WITHOUT NOTICE

This Privacy Policy is dynamic. It will continually change. You may not assume that it remains the same and you agree to check the policy each time you visit the website for changes. Unless, in the sole opinion of the website owner, this policy changes so drastically as to suggest a posted notification on the website or via email, you will receive no notification of changes to this Privacy Policy nor, under any circumstances, does the website owner promise notification. Your continued use of this website always evidences your acceptance of the terms this Privacy Policy or any modifications.

DISPUTES

IT IS IMPORTANT THAT YOU READ THIS ENTIRE SECTION CAREFULLY BECAUSE IT AFFECTS YOUR LEGAL RIGHTS. THIS SECTION PROVIDES THAT ANY DISPUTE BETWEEN YOU AND THE WEBSITE OPERATOR MUST BE RESOLVED BY BINDING

ARBITRATION THAT REPLACES THE RIGHT TO GO TO COURT BEFORE A JUDGE OR A JURY, AND MAY LIMIT YOUR RIGHTS TO DISCOVERY OR TO APPEAL. IT FURTHER PROVIDES THAT YOU WILL NOT BE ABLE TO BRING A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN COURT, NOR WILL YOU BE ABLE TO BRING ANY CLAIM IN ARBITRATION AS A CLASS ACTION OR OTHER REPRESENTATIVE ACTION. Either you or the website operator may, without the others consent, elect mandatory, binding arbitration of any claim, dispute, or controversy raised by either you or the website operator against the other arising from this Agreement or your use of the website. All Claims are subject to arbitration, no matter what theory they are based on or what remedy they seek, whether legal or equitable. Neither you nor the website operator consents or agrees to any arbitration on a class or representative basis. The arbitrator shall have no authority to proceed with an arbitration on a class or representative basis. No arbitration will be consolidated with any other arbitration proceeding without the consent of all parties. Arbitration shall be conducted pursuant to the rules of the American Arbitration Association which are in effect on the date a dispute is submitted to the American Arbitration Association. Information about the American Arbitration Association, its rules, and its forms are available from the American Arbitration Association, 335 Madison Avenue, Floor 10, New York, New York, 10017-4605. You agree that the arbitration will take place in the city or county of the website owner. The arbitration shall be before a single arbitrator. The arbitrator will apply applicable substantive law, including the applicable statute of limitations, and will honor claims of privilege recognized at law. The arbitrator will have the power to award to a party any damages provided for under applicable law, but in so doing, the arbitrator shall apply substantive law regarding damages as if the matter had been brought in court, including without limitation, the law on punitive damages as applied by the United States Supreme Court.

In no case shall the viewer, visitor, member, subscriber or customer have the right to go to court or have a jury trial. Viewer, visitor, member, subscriber or customer will not have the right to engage in pre-trial discovery except as provided in the rules; you will not have the right to participate as a representative or member of any class of claimants pertaining to any claim subject to arbitration; the arbitrator's decision will be final and binding with limited rights of appeal.

The prevailing party shall be reimbursed by the other party for any and all costs associated with the dispute arbitration, including attorney fees, collection fees, investigation fees, and travel expenses.

JURISDICTION AND VENUE

If any matter concerning this purchase shall be brought before a court of law, pre- or post-arbitration, Visitor agrees to that the sole and exclusive jurisdiction will be the nearest appropriate state or Federal court (depending on the nature of the claim) to the city which is described in the contact information of the website operator (e.g., if the website operator is in Syracuse, New York, the sole and exclusive jurisdiction would be the nearest appropriate state or Federal court to Syracuse, New York).

APPLICABLE LAW

Visitor agrees that the applicable law to be applied shall, in all cases, be that of the state of the website owner.

QUESTIONS, COMMENTS, OR REPORT OF INCIDENTS

Please refer to this website's Terms of Use or Contact Us page for information on where to direct questions, comments or reports of incidents.