

# ONLINE PRIVACY POLICY

You know and trust iClub BIZ and we value your trust. We want you to know how we collect, use and protect information about our online guests. This privacy policy will tell you:

- What information we collect.
- How we may share information.
- How you can limit our sharing of information.

## **What information about guests do we collect?**

### **Information You Give Us**

We receive and may store any information you enter on our website or give to our website in any other way. For example, we collect information you provide when you place an order, register with us, send us an e-mail or call us, enter a sweepstakes, or enroll or participate in a club or service. This information may include:

- Your name.
- Your mailing address.
- Your e-mail address.
- Your phone number.
- Your credit card number.

It may also include any other personal or preference information you provide to us.

It may also include information you submit about other people, for example, the name and address of a gift prospect.

We will never request your password, user name, credit card information or other personal information through e-mail. This practice, called "phishing", is a scam designed to steal your personal information. If you receive an e-mail that looks like it is from us asking you for your personal information, do not respond.

### **Information from Other Sources**

We may receive information about you from other sources. This may help improve the personalization of our service to you by providing better product recommendations or special offers that we think will interest you.

### **Automatic Information**

We receive and store certain types of information whenever you interact with our website. For example, we use "cookies" like many other websites. Through "cookies" we obtain information when your web browser accesses our website (see "What are 'Cookies' and how do we use them?" section below for details). There are utilities designed to help you visit websites anonymously. Although we cannot provide you with a personalized experience or certain services at our website if we cannot recognize you, we want you to be aware that these tools exist.

## **What are "Cookies" and how do we use them?**

Cookies are alphanumeric identifiers that we transfer to your computer's hard drive through your web browser.

The "help" portion of the toolbar on most browsers will tell you how to prevent your browser from accepting new cookies, how to have the browser notify you when you receive a new cookie or how to disable cookies altogether. However, cookies allow you to take full advantage of some of our website's best features, so we recommend that you leave them turned on.

Cookies allow us to provide features such as 1-Click® purchasing and storage of items in your Cart between visits. In order to provide the best guest experience possible, we also use cookies for reporting and analysis purposes such as how guests are shopping our website, performance of our marketing efforts and your response to those marketing efforts, and the delivery of relevant marketing messages to each guest (Targeted Advertising).

## **Does our website share information it receives?**

- Carefully Selected Companies and Organizations
- We may share information with carefully selected vendors, business partners and other organizations, which are not part of iClub BIZ. These companies and organizations may use the information we share to provide special opportunities and offers to you.
- Service Providers
- Our website may also share information with companies that provide support services to us (such as a printer, mailing house or web host) or that help us market our products and services. These companies may need information about you in order to perform their functions. These companies are not authorized to use the information we share with them for any other purpose.

## **Protection of Our Website and Others**

We may disclose information you provide to our website when we believe disclosure is appropriate to comply with the law; to enforce or apply our Conditions of Use and other agreements; or to protect the rights, property or safety of our website, our users or others.

## **Business Transfers**

If some or all of the business assets of our website are sold or transferred, we generally would transfer the corresponding information regarding our guests. We also may retain a copy of that guest information.

## **What choices do I have?**

### **E-Mails**

If you provide our website with your e-mail address, you may receive e-mails from us. If you do not want to receive marketing or promotional e-mails from us, please opt out by emailing [support@iClubBIZ.com](mailto:support@iClubBIZ.com). You may still receive select e-mails from us if you have requested them through one of our site services such as eNewsletters, Weekly Ad Reminders, Gift Reminders, or Available to Order Notifications. You can discontinue these e-mails by canceling your subscription to these services.

### **Sharing with Other Companies**

We may share information with carefully selected vendors, business partners and other organizations that are not part of iClub BIZ. These companies and organizations may use the information we share to provide special opportunities and offers to you.

If you do not want us to share information you provide to our website with vendors, business partners and other organizations that are not part of iClub BIZ, please emailing [support@iClubBIZ.com](mailto:support@iClubBIZ.com).

### **More Information**

Please call 1-563-726-0120 or contact us if you have further questions about our e-mail unsubscribe process.

## **What about links to and from other websites?**

Our website may offer links to other sites. Other sites have their own policies regarding privacy. If you visit one of these sites, you may want to review the privacy policy on that site. In addition, you may have linked to our website through another site. You may want to refer to the privacy policies on those sites to see how they collect and use this information.

## **Application of This Privacy Policy**

This privacy policy applies to all information collected or submitted on our website with the following exceptions:

1. Information collected in connection with an online credit card application.

In addition, other members of iClub BIZ may obtain information independently from their transactions and experiences with you or from other sources. This privacy policy does not apply to that information.

## **Children**

We recognize the particular importance of protecting privacy where children are involved. We are committed to protecting children's privacy on the Internet and we comply fully with the Children's Online Privacy Protection Act (COPPA). We do not knowingly collect personally identifiable information from children under the age of 13. If a child has provided our website with personally identifiable information, we ask that a parent or guardian call 1-563-726-0120 to contact us.

## **Your Consent**

By using our website, you consent to our use of information that is collected or submitted as described in this online privacy policy. To help you track changes we will include a history of material changes at the end of this privacy policy. This history begins as of August, 2010 and includes the date the privacy policy was last updated and a description of any material changes.

## **Security**

### **Secure Sockets Layering (SSL)**

Our website uses Secure Sockets Layering (SSL) to encrypt your personal credit information, including your credit card number, before it travels over the Internet. SSL technology is the industry standard for secure online transactions. Because we use SSL, placing an order online at our website is just as safe as giving your credit card number over the phone.

### **Warning about Fraudulent E-mails**

"Phishing" is a scam designed to steal your personal information. If you receive an e-mail that looks like it is from us asking you for your personal information, do not respond. We will never request your password, user name, credit card information or other personal information through e-mail.

### **Safe Shopping Guarantee**

Our security measures are designed to prevent anyone from stealing and using your credit card number. In addition, consumer protection laws protect you against the unauthorized use of your credit card. Under the Fair Credit Billing

Act, if your credit card is used without your authorization, your liability for those fraudulent charges cannot exceed \$50. So, if someone steals your credit card or your credit card number, your liability is limited to \$50 no matter how much the thief charges to your account. If your credit card provider does hold you liable for any part of this \$50, we will cover the entire liability for you, up to the full \$50.

We will cover this liability only if the unauthorized use of your credit card resulted through no fault of your own from purchases made at our website while using the secure server. In the event of unauthorized use of your credit card, you must notify your credit card provider in accordance with its reporting rules and procedures.

LAST UPDATED May, 2017

August, 2010 created

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In some cases actors have been used. This is a new system and there are no typical results. This product does not guarantee income or success, and examples of the product owner's and other person's results do not represent an indication of future success or earnings.

# Digital Millennium Copyright Act

## **NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT**

Pursuant to Title 17, United States Code, Section 512(c)(2), all notifications of claimed copyright infringement on the UltimateCapturePages.com ("COMPANY") system or Website should be sent ONLY to our Designated Agent.

**NOTE: The Following Information is provided solely for notifying COMPANY that your copyrighted material may have been infringed.**

WE CAUTION YOU THAT UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO HEAVY CIVIL PENALTIES. THESE INCLUDE MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS FEES INCURRED BY US, BY ANY COPYRIGHT OWNER, OR BY ANY COPYRIGHT OWNER'S LICENSEE THAT IS INJURED AS A RESULT OF OUR RELYING UPON YOUR MISREPRESENTATION. YOU MAY ALSO BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY.

DO NOT SEND ANY INQUIRIES UNRELATED TO COPYRIGHT INFRINGEMENT (E.G., REQUESTS FOR TECHNICAL ASSISTANCE OR CUSTOMER SERVICE, REPORTS OF E-MAIL ABUSE, ETC.) TO THE CONTACT LISTED BELOW. YOU WILL NOT RECEIVE A RESPONSE IF SENT TO THAT CONTACT.

**Written notification must be submitted to the following Designated Agent:**

iWebatool  
ATTN: Bill Wynne  
PO Box 721  
Marble, NC 28905  
Phone: (909) 653-2677  
E-mail: [compliance@iwebatool.net](mailto:compliance@iwebatool.net)

**IMPORTANT NOTE: IN THE EVENT YOU SEND US A NOTICE OF ANY KIND VIA EMAIL AND DO NOT RECEIVE A RESPONSE FROM US, PLEASE SUBMIT A DUPLICATE COPY VIA PAPER. DUE TO THE VAGARIES OF THE INTERNET, AND EMAIL COMMUNICATION IN PARTICULAR, INCLUDING WITHOUT LIMITATION THE BURDENS OF SPAM AND THE OCCASIONAL, UNINTENDED EFFECTS OF SPAM FILTERS, SENDING AN ALTERNATE FORM OF NOTICE (VIA PAPER), WILL HELP ASSURE THAT YOUR NOTICE WILL BE RECEIVED BY US AND ACTED ON IN A TIMELY MANNER.**

Under [Title 17, United States Code, Section 512\(c\)\(3\)\(A\)](#), the Notification of Claimed Infringement **must include ALL of the following:**

1. Physical or electronic signature of a person authorized to act on behalf of the copyright owner.
2. Identification of the copyrighted work claimed to have been infringed upon or a representative list if multiple works are involved.
3. Identification of the material that is claimed to be infringing that should be removed or access to disabled and information reasonably sufficient to enable the online service provider to locate the material (usually a URL to the relevant page).
4. Information reasonably sufficient to allow the online service provider to contact the complaining party (address, phone number, e-mail address).
5. Statement that the complaining party has "a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law."
6. Statement that the information in the notice is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the copyright owner.
7. Upon receipt of notification of a claimed infringement, COMPANY will respond expeditiously to remove, or disable access to, the material that is claimed to be infringing or to be the subject of infringing activity, regardless of whether the material or activity is ultimately determined to be infringing; if selective action is not possible, COMPANY will terminate the alleged infringer's Internet access.

COMPANY will also take reasonable steps to promptly notify the alleged infringer in writing of the claim against him or her, and that it has removed or disabled access to the material (see Sections 512(c)(1)(C) and (g) of the DMCA).

Upon receipt of notice from COMPANY that a claim of infringement has been made and/or that the material has been removed or that access to it has been disabled, the Subscriber may provide a Counter Notification.

To be effective, a Counter Notification must meet ALL of the following requirements:

1. It must be a written communication;
2. It must be sent to the Service Provider's Designated Agent;
3. It must include the following:
  - A physical or electronic signature of the Subscriber;
  - Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled
  - A statement, under penalty of perjury, that the Subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
  - The Subscriber's name, address, and telephone number, and a statement that the Subscriber consents to the jurisdiction of Federal District Court for the judicial district in which the Subscriber's address is located, or if the Subscriber's address is outside of the United States, for any judicial district in which the Service Provider may be found, and that the Subscriber will accept service of process from the person who provided notification or an agent of such person.

Upon receipt of a Counter Notification from the Subscriber containing the information as outlined above, COMPANY will:

- Promptly provide the Complaining Party with a copy of the Counter Notification
- Inform the Complaining Party that it will replace the removed material or cease disabling access to it within ten (10) business days following receipt of the Counter Notice;
- Replace the removed material or cease disabling access to the material in not less than ten (10), nor more than fourteen (14), business days following receipt of the Counter Notice, provided Service Provider's Designated Agent has not received notice from the Complaining Party that an action has been filed seeking a court order to restrain Subscriber from engaging in infringing activity relating to the material on Service Provider's network or system.

**CAUTION: Pursuant to Title 17, Section 512(f) of the United States Code, any person who knowingly materially misrepresents that material or activity is infringing, or that material or activity was removed or disabled by mistake or misidentification, shall be liable for any damages, including costs and attorneys' fees, incurred by the alleged infringer, by any copyright owner or copyright owner's authorized licensee, or by a service provider, who is injured by such misrepresentation, as the result of the service provider relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing, or in replacing the removed material or ceasing to disable access to it.**

## Spam Policy

The abuse and misuse of e-mail by an I-Club BIZ Independent Business Owner is a serious problem. I-Club BIZ will not tolerate spam.

### **Definition of UCE (Unsolicited Commercial E-mail), or SPAM:**

- The bulk UCE, promotional material, or other forms of solicitation sent via e-mail that advertise any IP address belonging to I-Club BIZ or any URL (domain) that is linked to [www.iclubbiz.com](http://www.iclubbiz.com) or other web sites owned or operated by I-Club BIZ.
- Unsolicited postings to newsgroups advertising any IP or URL linked to [www.iclubbiz.com](http://www.iclubbiz.com) or other web sites owned or operated by I-Club BIZ.
- The use of web pages set up on ISPs that allow SPAM (also known as "ghost sites") that directly or indirectly reference customers to domains or IP addresses linked by [www.iclubbiz.com](http://www.iclubbiz.com) or other web sites owned or operated by I-Club BIZ.
- Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to facilitate a means to SPAM.
- Forging or misrepresenting message headers, whether in whole or in part, to mask the true origin of the message.

For further information on mail abuse, please visit <http://www.ftc.gov/>



### **Repercussions of SPAM:**

Across the Web, it is generally accepted that SPAM is an inconsiderate and improper business practice. SPAM is not only harmful because of its negative impact on consumer attitudes toward I-Club BIZ, but it can also overload I-Club BIZ resources and other services.

### **Our Providers:**

Since it is unsolicited, users who receive SPAM often become angry and send complaints to our service providers. It can cause negative consumer attitudes and drain resources. We strive to maintain favorable business relationships in the Web community and obviously will not allow any practice that threatens these relationships.

### **Consequences for use of SPAM:**

I-Club BIZ reserves the right to terminate, without warning, any account that violates this policy. Usage of I-Club BIZ services constitutes acceptance and understanding of this policy. I-Club BIZ reserves the right to decide what it considers "SPAM", "UCE", "mail bombing", or "bulk e-mail", and to determine from all of the evidence whether or not the e-mail recipients were from an "opt-in" e-mail list.

If your Web site or capture page is mentioned in a spam complaint you may be subject to immediate termination.

We will not allow the actions of a spammer to compromise those of our compliant members. We believe there is NO EXCUSE FOR SPAM! Spamming is a serious problem, costing all Internet users a great deal of time and money.

Have your account AND Web site/capture page immediately terminated without a refund of any kind.

Forfeit use of all I-Club BIZ services.

Face a possible fine of \$250.

Open yourself to all civil and criminal liabilities in the jurisdictions applicable.

**Please Note:** You must pay \$250 to \$500 to our service providers for excessive spam complaints. If you are the user who is violating the spam policy that results in I-Club BIZ \$250 to \$500 penalty, then YOU WILL BE HELD RESPONSIBLE AND MUST PAY THE FINE.

We reserve the right to determine what violates our No SPAM Policy.

\*This SPAM (UCE) Accepted Use Policy and all other I-Club BIZ policies are subject to change by I-Club BIZ without notice. Continued usage of the services after a change to this policy is implemented and posted on the I-Club BIZ site constitutes your

acceptance of such change or policy. We encourage you to regularly check the [www.iclubbiz.com](http://www.iclubbiz.com) site for any changes or additions.