NOVI SAMPLE PRIVACY POLICY

This Privacy Statement sets forth the online data collection and usage policies and practices that apply to [InsertDomain.com] and does not apply to information we collect in any other fashion.

1. Collection of Information by [InsertDomain.com]

By using [InsertDomain.com], we may request that you provide personal information, including your name, mailing address, email address, telephone number and other generalized background information. Moreover, there is information about your computer hardware and software that is or may be collected by us. This information can include without limitation your IP address, browser type, domain names, access times and referring website addresses, but is not linked to your personal information. We also get information from your use of our services including how you use them. Regarding IP Address and Clickstream Data, our server automatically collects data about your server's Internet address when you visit us. When you request pages from our web site, our servers may log your IP Address and sometimes your domain name. Your IP Address is used to help identify you and to gather demographic information about our customers as a whole, but does not include personally identifiable information. Our server may also record the referring page that linked you to us (e.g., another web site or a search engine); the portions of [InsertDomain.com] you visited; any search terms you have entered on [InsertDomain.com], or a referral site; and other web usage activity and data logged by our web servers.

2. Our Use of Your Information

We use the information we gather on [InsertDomain.com], whether personal, demographic, collective or technical, for the purpose of operating and improving [InsertDomain.com], fostering a positive user experience, and delivering the products and services that we offer. We may use your contact information in order to send you email or other communications regarding updates at the [InsertDomain.com]. The nature and frequency of these messages will vary depending upon the information we have about you. We additionally may employ Internet tracking and analytic tools such as Google Analytics to better understand and deliver a user experience. We also use the information that we gather for internal system administration, to help diagnose problems with our server, and to administer our web site. Such information may also be used to gather demographic information, such as country of origin and Internet Service Provider. We may link this information with your Personal Information.

3. Disclosure of Personal Information to Others

We do not disclose your personal information to third parties, or your combined personal and demographic information or information about your use of [InsertDomain.com], except as follows; We disclose information to companies and individuals we employ to perform functions on our behalf, including hosting our Web servers, analyzing data, providing marketing assistance, and providing customer service. These companies and individuals may have access to your personal information as necessary to perform their functions, but they may not share that information with any other third party. We will share personal information with companies, organizations or individuals outside of [InsertDomain.com] if we have a good-faith belief that access, use, preservation or disclosure of the information is reasonably necessary to (1) meet any applicable law, regulation, legal process or enforceable governmental request; (2) enforce applicable Terms of Service, including investigation of potential violations (3) detect, prevent, or otherwise address fraud, security or technical issues (4) Protect against harm to the rights, property or safety of [InsertDomain.com], our users or the public as required or permitted by law.

4. Use of Cookies and Local Storage

[InsertDomain.com] may contain electronic images known as Web beacons (sometimes called single-pixel gifs) that allow us to count users who have visited those pages. Web beacons are not used to access your personally identifiable information; they are a technique we use to compile aggregated statistics about our Web site usage. Web beacons collect only a limited set of information including a cookie number, time and date of a page view, and a description of the page on which the Web beacon resides. You may not decline web beacons, however, they can be rendered ineffective by declining all cookies or modifying your browser setting to notify you each time a cookie is tendered and permit you to accept or decline cookies on an individual basis.

5. Access to, Opt-Out and/or Modification of Your Information

[InsertDomain.com] may provide account holders limited access to or the ability to modify Your personal information. Whenever you use our services, we aim to provide you with access to your personal information. If that information is wrong, we strive to give you ways to update it quickly or to delete it – unless we have to keep that information for legitimate business or legal purposes. When updating your personal information, we may ask you to verify your identity before we can act on your request.

If you are receiving newsletters, commercial emails or other communications from [InsertDomain.com], but subsequently change your mind, you may opt-out by selecting an appropriate link in those email communications as indicated for the opt out or by sending an email to optout@[InsertDomain.com]. We retain indefinitely all the information we gather about you in an effort to make your repeat use of the [InsertDomain.com] more efficient, practical, and relevant. To the extent that we utilize the Google Analytics tools available, you have options with respect to some of those tracking tools or features available at https://tools.google.com/dlpage/gaoptout/

6. Security of the Personal Information

We have implemented commercially reasonable technical and organizational measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes. We restrict access to personal information to [InsertDomain.com] employees, contractors and agents who need to know that information in order to process it for us, and who are subject to strict contractual confidentiality obligations and may be disciplined or terminated if they fail to meet these obligations.

7. Children

 [InsertDomain.com] is not intended for children under 18 years of age. We do not knowingly collect personal information from children under 18.

8. Changes to Privacy Statement

If we decide to materially change our Privacy Policy for [InsertDomain.com], we will post those changes through a prominent notice on the web site so that you will always know what information we gather, how we might use that information, and to whom we will disclose it. If at any time, you have questions or concerns about this Privacy Policy or believe that we have not adhered to this Privacy Policy, please feel free to email us at optout @ [InsertDomain.com]

9. Contact Information

[InsertDomain.com] operates under the control of [Insert Company Name], a [Insert State of Company] Company with its principal place of business at [Insert Address].

NOVI SAMPLE TERMS OF SERVICE

**SAMPLE Terms of Use**

This page states the Terms of Use ("Terms") under which You may use ww.[insertdomain].com ("[InsertDomain.com]"), an on-line association management services portal and guide. Please read these Terms carefully. If You do not accept the Terms stated here, do not use [InsertDomain.com] and its services. By using [InsertDomain.com], You agree to be bound by these Terms, including the [InsertDomain.com] Privacy Statement.

1. Eligibility.

You must be 18 years of age or older, or the age of majority as that is defined in your jurisdiction, whichever is older, to visit or use [InsertDomain.com] in any manner. By visiting [InsertDomain.com] or accepting these Terms, You represent and warrant to [InsertDomain.com] that You have reached the age of majority in your jurisdiction, and that You have the right, authority and capacity to agree to and abide by these Terms. You also represent and warrant to [InsertDomain.com] that You will use [InsertDomain.com] in a manner consistent with any and all applicable laws and regulations.

2. Use of [InsertDomain.com] Content.

[InsertDomain.com] authorizes You to view and access a single copy of the content available on or from [InsertDomain.com] solely for your personal use. The contents of [InsertDomain.com], and of all other Web sites under [InsertDomain.com]'s control, whether partial or otherwise ([InsertDomain.com] and such other Web sites are sometimes collectively referred to as "InsertDomain Sites") such as text, graphics, images, logos, button icons, software and other [InsertDomain.com] content (collectively, "[InsertDomain.com] Content"), are protected under both United States and foreign copyright, trademark and other laws. All [InsertDomain.com] Content is the property of [Company] or its content suppliers or clients.

You further agree to in no other way misuse [InsertDomain.com] Content that appears on this Site, other than those specifically permitted herein or by written agreement with [InsertDomain.com]. Unless specifically permitted herein or in writing by [InsertDomain.com], the use of the [InsertDomain.com] Content on any other Web site or in a networked computer environment for any purpose is prohibited.

3. [InsertDomain.com]'s Ownership Rights. [InsertDomain.com] and its licensors own all right, title and interest, including without limitation all worldwide intellectual property rights in the [InsertDomain.com] Products and Services, and all such rights to all derivative works or enhancements of, in and to, or relating to, the [InsertDomain.com] Products and Services. By entering into this Agreement or by using [InsertDomain.com], You will not acquire any intellectual property or similar rights in the [InsertDomain.com] Products or Services other than a limited right to use the Products or Services for Your personal benefit.

4. [InsertDomain.com] Site Restrictions.

You may not use any [InsertDomain.com] Site in order to transmit, post, distribute, store or destroy material, including without limitation, [InsertDomain.com] Content, (a) in violation of any applicable law or regulation, (b) in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or violate the privacy, publicity or other personal rights of others, or (c) that is defamatory, obscene, threatening, abusive or hateful.

You agree that you will not use the [InsertDomain.com] site in any manner that could damage, disable, overburden, or impair the [InsertDomain.com] site or interfere with any other party's use and enjoyment of the [InsertDomain.com] site. You may not obtain, use or access, or attempt to obtain, use or access, any materials or information through any means not intentionally made publicly available or provided for through the [InsertDomain.com] site.

5. Advertisers.

 If You Participate as an Advertiser, You are solely responsible for all advertising content You transmit or submit to [InsertDomain.com] or through the [InsertDomain.com] Advertiser Program, whether created by or for You, including but not limited to: (i) artwork, written content, images, photos, graphics, music, animation, data, text, information, URLs, hypertext links, scripts and the content and material included in such components; and (ii) websites and content proximately reachable from such advertising content (collectively, "Ads"). Prior to providing any Ads and Participating as a Advertiser, You may be required to read and accept additional written terms and conditions governing Your submission of Ads to [InsertDomain.com] (the "Advertiser Agreement"). [InsertDomain.com] disclaims all liability relating to Your Ads and You agree to indemnify [InsertDomain.com] for all loses [InsertDomain.com] incurs associated with the Ads.

By submitting Content for advertising to any public area of any [InsertDomain.com] Site, You automatically grant to [InsertDomain.com] and its affiliates an irrevocable, royalty-free, perpetual, fully paid non-exclusive right (including moral rights) and worldwide license to use, copy, reproduce, modify, adapt, publish, translate, communicate to the public, perform, display, and distribute such Content (in whole or in part) and to prepare derivative works of, or incorporate into other works (in any form, media or technology now known or later developed, for the full term of any rights that may exist in such content) such Content, and to grant and authorize sublicenses thereof (through multiple tiers).

[InsertDomain.com] does not represent or guarantee the truthfulness, accuracy, or reliability of Advertiser Content.

6. Copyright Agent.

We respect the intellectual property rights of others, and require that the people who use the Site do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please forward the following information to [InsertDomain.com], designated as such pursuant to the Digital Millennium Copyright Act, 17 U.S.C. § 512(c)(2), named below:

Your address, telephone number, and email address;

A description of the copyrighted work that you claim has been infringed;

A description of where the alleged infringing material is located;

A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;

An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and

A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Attn: Copyright Agent

[Company Name]

Attn: [person]

[address]

[fax]

[email]

7. [InsertDomain.com]'s Liability.

[InsertDomain.com] acts as a venue for on-line association management services portal and guide. [InsertDomain.com] may take any action with respect to Content that it deems necessary or appropriate in its sole discretion if it believes that such Content could create liability for [InsertDomain.com], damage [InsertDomain.com]'s brand or public image, or cause [InsertDomain.com] to lose (in whole or in part) the services of its ISPs or other suppliers. While [InsertDomain.com] reserves the right in its sole discretion to remove Content or other material from [InsertDomain.com] from time to time, [InsertDomain.com] does not assume any obligation to do so and disclaims any liability for failing to take any such action.

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8. DISCLAIMER OF WARRANTIES.

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9. LIMITATION OF LIABILITY.

IN NO EVENT SHALL [INSERTDOMAIN.COM], ITS AFFILIATES OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR CONTENT OR SERVICE PROVIDERS (COLLECTIVELY, THE "PROTECTED ENTITIES") BE LIABLE, WHETHER IN AN ACTION BASED ON A CONTRACT INDEMNIFICATION, OBLIGATION, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), COLLATERALLY OR ARISING FROM ANY STATUTORY DUTY, PRE-CONTRACT OR OTHER REPRESENTATIONS, OR OTHERWISE, HOWEVER ARISING, FOR ANY ECONOMIC LOSSES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUES, PROFITS, CONTRACTS, BUSINESS, GOODWILL OR ANTICIPATED SAVINGS) OR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM, OR DIRECTLY OR INDIRECTLY RELATED TO, THE USE OF, OR THE INABILITY TO USE, THE SITE OR THE CONTENT, MATERIALS AND FUNCTIONS RELATED THERETO, YOUR PROVISION OF INFORMATION VIA THE WEB SITE, LOST BUSINESS OR LOST SALES, EVEN IF SUCH PROTECTED ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Local Standards.

We do not represent that materials on the [InsertDomain.com] site are appropriate for use in all locations. Persons who choose to access the [InsertDomain.com] site do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

11. Links to Content and Other Sites.

[InsertDomain.com] and certain other [InsertDomain.com] Sites contain links to third party Web sites and content. These links are provided solely as a convenience to You and not as an endorsement by [InsertDomain.com] of the contents on such third-party Web sites. [InsertDomain.com] is not responsible for the content of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third party Web sites. If You decide to access linked third-party Web sites, You do so at your own risk.

[InsertDomain.com] and certain other [InsertDomain.com] Sites contain links to social media sites, including but not limited testimonials. These links are provided solely as a convenience to You and not as an endorsement by [InsertDomain.com] of the content on such social media sites. [InsertDomain.com] is not responsible for the content, accuracy of such content, or manner in which such content is provided to these third party social media sites. You specifically agree that the use of these social media sites in conjunction with [InsertDomain.com] is at your own risk.

12. Indemnity.

You agree to defend, indemnify, and hold harmless [InsertDomain.com], its affiliates, and their respective officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from (i) any Content or other material You provide to any [InsertDomain.com] Site, or (ii) your breach of the terms of these Terms. [InsertDomain.com] shall provide notice to You promptly of any such claim, suit, or proceeding.

13. Miscellaneous. The Terms of Service and the relationship between you and us shall be governed by the laws of the State of [Insert Your State], without regard to its conflict of law provisions. You agree that any cause of action that may arise under the Terms of Service shall be commenced and be heard in the appropriate court in the State of [Insert You State], [Insert Your County] County. You agree to submit to the personal and exclusive jurisdiction of the courts located within [Insert Your County] County in the State of [Insert Your State]. Our failure to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. Any waiver of any provision of these Terms of Service by [InsertDomain.com] must be made in writing and signed by an authorized representative of [InsertDomain.com] specifically referencing these Terms of Service and the provision to be waived. Headings used in these Terms of Service are for convenience only and are not to be relied upon. If any provision of the Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Service remain in full force and effect. These Terms of Service will inure to the benefit of, and are intended to be enforceable by, [InsertDomain.com]'s successors, assigns and licensees.

14. Legal Disputes

If any dispute arises between You, another Advertiser and/or [InsertDomain.com] or any combination thereof, as it relates to [InsertDomain.com] and this Agreement, such dispute shall be submitted and settled in accordance with the Rules of the American Arbitration Association, in [Insert Your County] County [Insert Your State] and the decision of a single English speaking arbitrator shall be final and binding.

These Terms constitute a binding agreement between You and [InsertDomain.com], and is accepted by You upon your use of the [InsertDomain.com] Site.