# TERMS/CONDITIONS OF USE FOR THIS WEBSITE & OTHER SITES Amelia Belle

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COMMENTS, OPINIONS, AND FACTS ON THIS WEBSITE AND BY USERS INCLUDING PAGES ASSOCIATED WITH THIS WEBSITE DOES NOT NECESSARILY REFLECT THE COMMENTS, OPINIONS, AND FACTS OF THE ASSOCIATED PARTY (Amelia Belle) OR AFFILIATES (PARNERS, INVESTORS, STUIOS, CLIENTS, MANAGERS, AGENTS).

TERMS AND CONDITIONS OF USE FOR WEBSITES (INCLUDING SOCIAL MEDIA SITES), PRIVACY POLICY

#### **Definitions:**

- 1. Social Media Page(s)/Site(s): includes but is not limited to all emerging technological tools/devices/websites that are used to enhance communication, interaction, outreach online. These tools include but are not limited to: Twitter, Facebook, MySpace, LinkedIn, YouTube, Google Buzz, Google, online forums, online bulletin boards, Foursquare, HootSuite, SlideShare, Playlist, and Pandora. Amelia Belle & staff and website managers reserve the right to add or delete tools to this definition as seen fit.
- 2. Websites: All other sites online that are not classified as Social Media sites.
- 3. User/Visitor: refers to any and all parties including individuals, groups, or organizations who utilize Amelia Belle's Social Media sites or websites for any use or reason.

#### **Disclaimers**

- 1. Comments, opinions, and facts on this website and by users/visitors to this website including all supplemental pages does not necessarily reflect the comments, opinions, and facts of the associated party (Staff of Amelia Belle, from henceforth referred to as PARTY) or it's affiliates, partners, or parent companies (agents, managers, clients, studios).
- 2. PARTY is not responsible for verifying any of the comments posted to the message board, including their accuracy, reliability or compliance with copyright and other laws, nor for monitoring or verifying the identity of any participant who posts comments to the message board.
- 3. Comments posted by users/visitors on PARTY pages may be used by PARTY without prior notice. By posting a comment on the site users/visitors extend to PARTY permission to copy and print users/visitors comment as see fit.
- 4. PARTY employees advise users/visitors to PARTY's Social Media pages to always seek the advice of a physician or other qualified health care provider with any questions regarding personal health. Never disregard, avoid or delay in obtaining medical advice from users/visitors doctor or other qualified health care provider because of something users/visitors have read on PARTY Social Media pages. If users/visitors have or suspect that users/visitors have a medical problem or condition, please contact a qualified health care professional immediately. If users/visitors are in the United States and are experiencing a medical emergency, users/visitors can call 911 or call for emergency medical help on the nearest telephone.

#### **User/Visitor Agreements:**

- 1. User/Visitor will not upload or transmit any communications or content of any type that infringes or violates any rights of any party.
- 2. User/Visitor will not use this site for any purpose in violation of local, state, national or international laws.
- 3. User/Visitor will not use this site as a means to distribute advertising or other unsolicited material to any third party.
- 4. User/Visitor will not post material that is unlawful, obscene, defamatory, threatening, harassing, abusive, slanderous, hateful or embarrassing to any other person or entity as determined by us in our sole discretion.
- 5. User/Visitor will not impersonate another person.

- 6. User/Visitor will not hold us or any of our affiliates, subsidiaries or parent company liable for damages including (but not limited to) loss of wages, revenue or business because of any services related to or provided by this site.
- 7. User/Visitor will indemnify us and any of our parent or subsidiary companies or organizations, and any of our successors, assigns or licensees, together with any of their respective officers, directors and employees, against any damages, losses, liabilities, judgments, costs or expenses (including reasonable attorneys' fees and costs) arising out of a claim by a third party relating to use of the Service, or any breach or violation of this Agreement or any other term or condition contained on the Service.
- 8. User/Visitor agrees to comply with all user responsibilities and obligations as stated in these Terms of Service.
- 9. Content by all users/visitors and administrators containing any of the following forms of subject matter shall not be allowed for posting/deleted from any PARTY Social Media page:
  - a. Profane language or content;
  - b. Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation;
  - c. Sexual content or links to sexual content;
  - d. Solicitations of commerce:
  - e. Spam;
  - f. Conduct or encouragement of illegal activity;
  - g. Information that may tend to compromise the safety or security of the public or public systems;
  - h. Any other form of content that is deemed inappropriate by Amelia Belle staff.
- 10. User/Visitor will not post content that violates a legal ownership interest of any other party.

#### **Personal Privacy**

1. Please choose carefully the information users/visitors post on PARTY website page - it is public content (unless otherwise noted)

## **Posts/Comments/Replies**

- 1. If users/visitors use the PARTY blog, Facebook, Twitter, or any other social media site or regular site (including mobile, tablet, laptop, netbook, and other non-desktop utilities), users/visitors agree to the following:
  - a. By posting any comments, posts or other material on the sites, users/visitors give Amelia Belle (PARTY) the irrevocable right to reproduce, distribute, publish, display, edit, modify, create derivative works from, and otherwise use users/visitors submission for any purpose in any form and on any media.
- 2. Users/visitors also agree that users/visitors will not:
  - a. Post material that infringes on the rights of any third party, including intellectual property, privacy or publicity rights
  - b. ii. Post material that is unlawful, obscene, defamatory, threatening, harassing, abusive, slanderous, hateful, or embarrassing to any other person or entity as determined by PARTY in its sole discretion
  - c. iii. Post advertisements or solicitations of business
  - d. iv. Post chain letters or pyramid schemes
  - e. v. Impersonate another person
  - f. vi. Allow any other person or entity to use users/visitors identification for posting or viewing comments
  - g. vii. Post the same note more than once or "spam"
- 3. PARTY reserves the right (but is not obligated) to do any or all of the following:
  - a. Remove (without notice) communications that are abusive, illegal or disruptive, or that otherwise fail to conform with these Terms and Conditions.
  - b. Terminate a user's access (without notice) to the site upon any breach of these Terms and Conditions.

- c. Edit or delete any communications posted on the site, regardless of whether such communications violate these standards.
- 4. Finally, users/visitors agree that users/visitors will indemnify PARTY against any damages, losses, liabilities, judgments, costs or expenses (including reasonable attorneys' fees and costs) arising out of a claim by a third party relating to any material users/visitors has posted.

## **Aggregate information**

1. PARTY uses general traffic, site usage and length-of-stay information in reports to advertisers and firms with which PARTY have a business or non-business relationship. This sort of information is shared only in aggregate and does not personally identify users/visitors. Such tools include but are not limited to: Google Analytics, Radian6, SocialMention, SocialBro, and others.

#### **Complaint Process:**

1. If a user/visitor has a complaint or problem, or if users/visitors believe users/visitors privacy rights have been violated, users/visitors may message party at www.MissAmeliaBelle.com/Contact.

## E-mail communications, newsletter and related services:

- 1. PARTY Social Media sites provide users/visitors with the opportunity to receive communications from PARTY. Users/visitors can sign up for a free e-mail newsletter. Users/visitors can unsubscribe from this newsletter at any time.
- 2. E-mail communication that users/visitors send to PARTY via the e-mail links on PARTY's Social Media sites may be shared with an employee, health expert or agent that is most able to address users/visitors inquiry. PARTY makes every effort to respond in a timely fashion once communications are received. Once PARTY has responded to users/visitors communication, it is discarded or archived, depending on the nature of the inquiry.

## Surveys/Research:

1. Users/visitors may be asked to complete surveys when users/visitors visit PARTY Social Media sites or the PARTY website. PARTY uses information from surveys to better understand the needs of our users and to gather information about health care trends and issues. PARTY may share information from surveys with third parties who perform data management services for PARTY Social Media sites. Those third parties have agreed to keep all data from surveys confidential. Also, PARTY may share information from surveys in an aggregated, de-identified form with third parties with whom PARTY have a business relationship.

We at Amelia Belle respect your concerns about privacy. This Privacy Notice describes the types of personal information we collect on our website, MissAmeliaBelle.com (the "Site"), how we may use the information and with whom we may share it. The notice also describes the measures we take to safeguard the personal information. In addition, we tell you how you can ask us to (i) change or not use the personal information we maintain about you, (ii) withdraw consent you previously provided to us, (iii) refrain from sending you certain communications, and (iv) answer questions you may have about our privacy practices.

#### **Information We Collect**

We may collect personal information about you (such as your name, contact details and payment information). The types of personal information we <u>may</u> collect include:

- Contact information (such as name, email address, postal address, telephone number)
- Payment information (such as your payment card number, expiration date, delivery address, and billing address)
- Contact information for friends or other people you would like us to contact
- Other personal information contained in the content you choose to submit on the Site

In addition, when you visit the Site, we may collect certain information by automated means, such as cookies and web beacons. The information collected in this manner may include IP addresses, operating systems type,

browser type, domain and other system settings. A "cookie" is a text file that websites send to a visitor's computer or other Internet-connected device to uniquely identify the visitor's browser or to store information or settings in the browser. A "web beacon," also known as an Internet tag, pixel tag or clear GIF, links web pages to web servers and their cookies and may be used to transmit information collected through cookies back to a web server. Through these automated collection methods, we obtain "clickstream data," which is a log of content on which a visitor clicks while browsing a website. As the visitor clicks through the website, a record of the action may be collected and stored. Your browser may tell you how to be notified when you receive certain types of cookies or how to restrict or disable certain types of cookies. Please note, however, that without cookies you may not be able to use all of the features of our website.

We may use third-party web analytics services on our Site, such as those of Google Analytics., Radian 6, SocialBro, Hootsuite, and others. This service provider uses technologies, such as cookies and web beacons to help us analyze how users use the Site and which links they clicked on to arrive at the Site. The information collected by the cookies and web beacons (including your IP address) will be disclosed to this service provider, who uses the information to evaluate your use of the Site. To learn about opting out of Google Analytics, you may visit http://tools.google.com/dlpage/gaoptout.

How We Use The Information We Collect

We may use the information you provide to:

- Send you newsletters, promotional materials or other communications
- Create and manage your online account
- Process your payment transactions
- Respond to your inquiries
- Operate, evaluate and improve our business (including developing new products and services; enhancing and improving our services; managing our communications; analyzing our products; performing data analytics; and performing accounting, auditing and other internal functions)

We also may use the information in other ways for which we provide specific notice at the time of collection.

## **Sharing of Information**

We may share your personal information with service providers who perform services on our behalf based on our instructions. Examples of these service providers include entities that process credit card payments, fulfill orders, and provide web hosting and marketing services.

We may disclose information about you (i) if we are required to do so by law, regulation or legal process (such as a court order or subpoena), (ii) in response to requests by government agencies, such as law enforcement authorities, or (iii) when we believe disclosure is necessary or appropriate to prevent physical harm or financial loss or in connection with an investigation of suspected or actual illegal activity. We also reserve the right to transfer any information we have about you in the event we sell or transfer all or a portion of our business or asset (including in the event of a reorganization, dissolution or liquidation). Following such a sale or transfer, you may contact the entity to which we transferred your personal information with any inquiries concerning the processing of that information.

## **Your Options**

You may contact us as described in the "Complaint Process" section of this Privacy Notice, ask us to remove your information from our mailing lists or submit a request.

#### **Links to Other Websites**

Our Site may contain links to other websites for your convenience and information. These websites may be operated by companies not affiliated with Amelia Belle. Linked websites may have their own privacy policies or notices, which we strongly suggest you review if you visit any linked websites. We are not responsible for the content of any websites that are not affiliated with Amelia Belle, any use of those websites, or the privacy practices of those websites.

## **Updates To Our Privacy Notice**

This Privacy Notice may be updat personal information practices. We changes to our Privacy Notice and	Ve will post a prom	inent notice on the	e Site to notify you	of any significant