

# PRIVACY POLICY

**Essential Reading – How this WebSite collects and uses Data collected from this WebSite –you should print a copy of this Privacy Policy for your records and obtain legal advice to ENSURE YOU UNDERSTAND AND COMPLY AT ALL TIMES.**

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Every Internet WebSite is keen to have visitors visit their WebSite because visitors can help a WebSite be better recognized and hence more profitable. A WebSite can be even more profitable if all possible data about a visitor can be examined and analysed to further enhance that WebSite. Usually that data is kept confidential between the SiteOwner, WebSite and Hosting Provider and their Employees and Contractors, however, people like the SiteOwners (including Shareholders and Trustees), Auditors, Bankers, Lenders, Advisors, Agents, Consultants, Advertising and Marketing personnel and their various staff(s) and advisor(s), potential purchaser(s) and even hacker(s) and many other(s) including competitor(s) want to also see and know as much as possible about that data for marketing and other purposes – both good and bad. You need to assume that a bad and detrimental to you element or person will at some time gain access to that data no matter what Management does to prevent such access.

## **PERSONS EXCLUDED FROM THIS WEBSITE - UNDER 14 YEARS OF AGE and OTHERS**

Visitor must IMMEDIATELY LEAVE and NOT use of this WebSite –

(a) if Visitor is covered under the provisions of the Children's Online Privacy Protection Act of 1998 (COPPA) and as amended (refer <http://www.coppa.org> ) AND any similar provisions in the Country in which Visitor resides or accesses this WebSite

(b) if Visitor does NOT completely accept all of the WebSite's **Legal Documents** which are available for Visitor inspection and examination prior to use of the WebSite which includes the **Under 14 years of age Policy, Terms of Use, Privacy Policy, Sale of Goods Agreement** which **specifically excludes MINORS** under 14 years of age access and use of this WebSite.

Some parents might willingly and knowingly give their permission to their under-age-children to have access to this WebSite and whilst this act is illegal, there is nothing we can do, however, if we become aware of such breach, we shall immediately remove each and every record we have of such under-age-children and fully comply with the Children's Online Privacy Protection Act 1998 (COPPA) and as amended and including the Spirit of such Act for the protection of Under-Age-Children and the Owners of this WebSite are fully authorized and shall take any additional action they deem appropriate for such protection WITHOUT LIABILITY TO THEMSELVES and further that the IRRESPONSIBLE PARENTS WHO BREAK THESE LAWS IRREVOCABLY ACCEPT A PERSONAL LIABILITY AND FULL LEGAL RESPONSIBILITY FOR THEIR ILLEGAL ACTIONS.

Essentially the Spirit of the COPPA Act is to protect under-age-children so that their personal details CANNOT BE OBTAINED OR ACCESSED BY ANY PERSON. Please comply and help this WebSite comply thereby affording such under-age-children as much protection and compliance as possible.

## **ALL VISITOR TO THIS WEBSITE ARE INCLUDED**

This **Privacy Policy** covers all **Visitors** to this WebSite irrespective of their Category as determined in the **Terms of Use** herewith.

## **ACCEPTANCE OF THE TERMS OF THIS PRIVACY POLICY**

This WebSite requires CONSIDERATION as part of the conditions that permit Visitor to view, use and interact with this WebSite. Acceptance of the terms of the Legal Documents which includes this **Privacy Policy** is a portion of the CONSIDERATION required for your right to visit and use the WebSite. **If you do not accept ALL the terms of the Legal Documents,** as provided for in the Term of Use, then the Visitor has no right to visit this WebSite and Visitor is fraudulently using this WebSite and therefore **Visitor must IMMEDIATELY CEASE AND DESIST and LEAVE this WebSite IMMEDIATELY.**

Fraudulent use of this WebSite may make you subject to civil or criminal punishments.

## **PERSONAL INFORMATION THIS WEBSITE COLLECTS AND HOW IT IS USED**

This WebSite collects, records, saves and uses information about every Visitor

(including unfortunately every Visitor who might be a Minor under and subject to the COPPA ACT except that if the WebSite becomes aware of a MINOR then we IMMEDIATELY take steps to try to remove such information if we are able to identify that information)

and this information is obtained in various ways, such as:

### **1. COOKIES**

Cookies are used extensively within the Internet Site community to help keep Visitors "logged-in" to a site and to assist Web Sites determine actions and choice by users so that their sites can be improved and so that Web Sites can be made more profitable in achieving sales and for many other reasons.

When Visitor accesses our WebSite we are usually able to determine your IP details, the Web Site that you just came from to us, when you were last on our WebSite, how long you stay on our WebSite, what you viewed and clicked on, what site you visit when you leave our WebSite and we do this automatically by setting cookies that record your movement within our WebSite and whenever possible we record, save and use this information to determine usage patterns. Please remember we may be required to show collected information (including any credit card or other financial information) to lawful Legal Authorities in order to comply with and satisfy their legal needs. Visitor must assume that cookies remain on Visitor's computer unless the Visitor takes a positive action to remove cookies.

Cookies are also often used to determine which Affiliate introduced a Visitor to a WebSite and it's products and hence is entitled to receive commission when a product sale occurs.

### **2. VISITOR SUBMISSIONS**

The Terms of Use **provides that any communication** between the Visitor and WebSite is **deemed a submission** therefore to further describe events would only serve to limit that definition so the Visitor is therefore required to also read the Terms of Use for possible events that are included as part of the CONSIDERATION for viewing and using this WebSite.

### **3. WITHOUT LIMITING THE PREVIOUS PARAGRAPHS**

**Without limiting the previous paragraphs**, WebSite Visitor also provide information when:

- (1) they give their permission for contact by Log-in or Sign-In;
- (2) they are subject to the general 'SUBMISSION' provisions of this policy and as per the Terms of Use for this WebSite;
- (3) they lodge or register a knowledgebase or similar query, chat or blog comment;
- (4) they place an order, make a payment, request or accept a delivery, request a refund, return items, or
- (5) they send an email, reply to a survey, give a testimonial to the WebSite.

### **4. ONLINE ORDERING**

Whilst online ordering can occur via fax or a fill-in-form it usually occurs by using a shopping cart which is provided by third parties who specialize in secure transactions and use facilities such as SSL encrypted communication and in the process of online ordering the customer provides their credit card details such as card number, card-holder name, address, city, state, country, email address, phone number, CVS (back of card) number, and, occasionally a member password and delivery address details. Whilst these details are necessary for the sale and delivery of the purchased items, by virtue of the terms of the SALE OF GOODS AGREEMENT the **Visitor explicitly approves all possible details able to be collected and stored in our databases and it's use for general solicitation to the Visitor by the WebSite.**

### **5. HOW INFORMATION MAY BE USED**

Visitor must assume that whatever information can be collected will be collected and is shared with other Site Owners, Web Sites and persons or entities as described in but not limited to those described in the other paragraphs for commercial purposes and Visitor must assume this as Visitor makes decisions whether or not to view or interact with this WebSite.

## **6. Under-age-Minor**

Whenever the WebSite is informed that details have been provided to the WebSite or an Under-age-Minor is able to be identified on the WebSite, no information of any nature is revealed to anyone about that Minor and that whenever possible such information is either deleted or overwritten to avoid retention of such data so as to comply with the requirements and Spirit of the Children's Online Privacy Protection Act of 1998 (also known as the COPPA Act). (Please refer to <https://www.coppa.org> ).

Please help this WebSite comply with the Spirit and letter of the COPPA Act thereby affording such Under-age-children as much protection and compliance as possible.

## **7. NO RIGHTS RE SPAM**

Visitor IRREVOCABLY AGREES by Visitor access and use of the WebSite that all possible data concerning the Visitor is permitted to be collected and stored as a submission for which consent is given to WebSite to email the Visitor at the discretion of the WebSite, and Visitor waives all rights to file complaints concerning unsolicited email against the WebSite, however, all email communication with Visitor shall contain an '**unsubscribe**' link which Visitor may use to notify the WebSite that Visitor no longer wishes to receive solicitations or information from the WebSite, and **when invoked, Visitor's name and details will be removed from the general solicitation database.**

## **8. DATA SECURITY**

Visitor must assume that it is possible for Visitor's personal data to be obtained by others and used in an inappropriate manner that may cause harm to Visitor and that Visitor agrees that the WebSite is not responsible for damages to Visitor and IRREVOCABLY AND FULLY INDEMNIFIES WEBSITE AGAINST ALL CLAIMS VISITOR MIGHT SEEK TO MAKE.

## **9. ACCEPTANCE OF THE TERMS**

Visitor has a legal obligation to view, read and EITHER ACCEPT OR REJECT the terms and conditions of this and EACH electronic document that are known collectively as the Legal Documents and may not assume that any documents remains the same and Visitor agrees to check the wording and requirements each time Visitor visit the WebSite.

Visitor's continued use of this WebSite always evidences acceptance of EACH of the terms of EACH of ALL the Legal Documents.

## **10. APPLICABLE LAW**

Visitor agrees that the applicable law to be applied shall, in all cases, be that of the City and Country of Hong Kong, Hong Kong.

## **11. ADDITIONAL MATTERS**

In the event any matter is not covered by this document then the provisions of the Terms of Use of the Legal Documents shall be deemed to be specifically incorporated in this document and shall apply in all respects.

## **12. LATEST UPDATE**

This document was last updated on: 1<sup>st</sup> June 2009

## **13. COPYRIGHT**

This document is used under license. The copyright is owned by the Owner of GoLegally.com.

Visitor **REJECTS** and **DOES NOT ACCEPT** the terms of this Terms of Use <http://www.google.com>