

## **Privacy Policy**

We recognize that your privacy is important. This document outlines the types of personal information we receive and collect when you use brucewhipple.com, as well as some of the steps we take to safeguard information. We hope this will help you make an informed decision about sharing personal information with us.

Brucewhipple.com strives to maintain the highest standards of decency, fairness and integrity in all our operations. Likewise, we are dedicated to protecting our customers', consumers' and online visitors' privacy on our website.

### **Personal Information**

Brucewhipple.com collects personally identifiable information from the visitors to our website only on a voluntary basis. Personal information collected on a voluntary basis may include name, postal address, email address, company name and telephone number.

This information is collected if you request information from us, participate in a contest or sweepstakes, and sign up to join our email list or request some other service or information from us. The information collected is internally reviewed, used to improve the content of our website, notify our visitors of updates, and respond to visitor inquiries.

Once information is reviewed, it is discarded or stored in our files. If we make material changes in the collection of personally identifiable information we will inform you by placing a notice on our site. Personal information received from any visitor will be used only for internal purposes and will not be sold or provided to third parties.

### **Use of Cookies and Web Beacons**

We may use cookies to help you personalize your online experience. Cookies are identifiers that are transferred to your computer's hard drive through your Web browser to enable our systems to recognize your browser. The purpose of a cookie is to tell the Web server that you have returned to a specific page. For example, if you personalize the sites pages, or register with any of our site's services, a cookie enables brucewhipple.com to recall your specific information on subsequent visits.

You have the ability to accept or decline cookies by modifying your Web browser; however, if you choose to decline cookies, you may not be able to fully experience the interactive features of the site.

A web beacon is a transparent image file used to monitor your journey around a single website or collection of sites. They are also referred to as web bugs and are commonly used by sites that hire third-party services to monitor traffic. They may be used in association with cookies to understand how visitors interact with the pages and content on the pages of a web site.

We may serve third-party advertisements that use cookies and web beacons in the course of ads being served on our web site to ascertain how many times you've seen an advertisement.

No personally identifiable information you give us is provided to them for cookie or web beacon use, so they cannot personally identify you with that information on our web site.

Some third-party advertisements may be provided by Google, which uses cookies to serve ads on this site. Google uses the DART cookie, which enables it to serve ads to our users based on

their visits to this site and other sites on the Web. You may opt out of the use of the DART cookie by visiting the [Google ad and content network privacy policy](#). Browsers can be set to accept or reject cookies or notify you when a cookie is being sent. Privacy software can be used to override web beacons. Taking either of these actions shouldn't cause a problem with our site, should you so choose.

#### Children's Online Privacy Protection Act

This website is directed to adults; it is not directed to children under the age of 13. We operate our site in compliance with the Children's Online Privacy Protection Act, and will not knowingly collect or use personal information from anyone under 13 years of age.

#### Non-Personal Information

In some cases, we may collect information about you that is not personally identifiable. We use this information, which does not identify individual users, to analyze trends, to administer the site, to track users' movements around the site and to gather demographic information about our user base as a whole. The information collected is used solely for internal review and not shared with other organizations for commercial purposes.

#### Release of Information

If brucewhipple.com is sold, the information we have obtained from you through your voluntary participation in our site may transfer to the new owner as a part of the sale in order that the service being provided to you may continue. In that event, you will receive notice through our website of that change in control and practices, and we will make reasonable efforts to ensure that the purchaser honors any opt-out requests you might make of us.

#### How You Can Correct or Remove Information

We provide this privacy policy as a statement to you of our commitment to protect your personal information. If you have submitted personal information through our website and would like that information deleted from our records or would like to update or correct that information, please click on this link and/or use our Contact Us page.

#### Updates and Effective Date

Brucewhipple.com reserves the right to make changes in this policy. If there is a material change in our privacy practices, we will indicate on our site that our privacy practices have changed and provide a link to the new privacy policy. We encourage you to periodically review this policy so that you will know what information we collect and how we use it.

#### Agreeing to Terms

If you do not agree to brucewhipple.com Privacy Policy as posted here on this website, please do not use this site or any services offered by this site.

Your use of this site indicates acceptance of this privacy policy.

### **Disclaimer**

#### Exclusions and Limitations

The information on this web site is provided on an "as is" basis. To the fullest extent permitted by law, this Company:

— excludes all representations and warranties relating to this website and its contents or which is or may be provided by any affiliates or any other third party, including in relation to any inaccuracies or omissions in this website and/or the Company's literature; and

— excludes all liability for damages arising out of or in connection with your use of this website. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised this Company of the possibility of such potential loss), damage caused to your computer, computer software, systems and programs and the data thereon or any other direct or indirect, consequential and incidental damages.

This Company does not however exclude liability for death or personal injury caused by its negligence. The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer are affected.

Terms of Use

## **Terms of Use**

### **Terms and Conditions**

*In using this website, you are deemed to have read and agreed to the following terms and conditions:*

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements: “Client”, “You” and “Your” refers to you, the person accessing this website and accepting the Company’s terms and conditions. “The Company”, “Ourselves”, “We” and “Us”, refers to our Company. “Party”, “Parties”, or “Us”, refers to both the Client and ourselves, or either the Client or ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client’s needs in respect of provision of the Company’s stated services/products, in accordance with and subject to, prevailing United States Law. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to same.

### **Privacy Statement**

We are committed to protecting your privacy. Authorized employees within the company on a need to know basis only use any information collected from individual customers. We constantly review our systems and data to ensure the best possible service to our customers. Laws have created specific offenses for unauthorized actions against computer systems and data. We will investigate any such actions with a view to prosecuting and/or taking civil proceedings to recover damages against those responsible

### **Confidentiality**

We are registered under the Data Protection Act 1998 and as such, any information concerning the Client and their respective Client Records may be passed to third parties. However, Client records are regarded as confidential and therefore will not be divulged to any third party, other than legally required to do so to the appropriate authorities. Clients have the right to request sight of, and copies of any and all Client Records we keep, on the proviso that we are given reasonable notice of such a request. Clients are requested to retain copies of any literature issued in relation to the provision of our services. Where appropriate, we shall issue Client’s

with appropriate written information, handouts or copies of records as part of an agreed contract, for the benefit of both parties.

We will not sell, share, or rent your personal information to any third party or use your e-mail address for unsolicited mail. Any emails sent by this Company will only be in connection with the provision of agreed services and products.

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- excludes all representations and warranties relating to this website and its contents or which is or may be provided by any affiliates or any other third party, including in relation to any inaccuracies or omissions in this website and/or the Company’s literature; and
- excludes all liability for damages arising out of or in connection with your use of this website. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised this Company of the possibility of such potential loss), damage caused to your computer, computer software, systems and programs and the data thereon or any other direct or indirect, consequential and incidental damages.

This Company does not however exclude liability for death or personal injury caused by its negligence. The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer are affected.

### **Payment**

Cash or Personal Check with Bankers Card, all major Credit/Debit Cards, Bankers Draft or BACS Transfer are all acceptable methods of payment. Our Terms are payment in full prior to gaining access. All goods remain the property of the Company until paid for in full. Monies that remains outstanding by the due date will incur late payment interest at the rate of 2% above the prevailing Eastwood Bank base rate on the outstanding balance until such time as the balance is paid in full and final settlement. We reserve the right to seek recovery of any monies remaining unpaid sixty days from the date of invoice via collection Agencies and/or through the Small Claims Court in the event that the outstanding balance does not exceed \$3000. In such circumstances, you shall be liable for any and all additional administrative and/or court costs. Returned checks will incur a \$30 charge to cover banking fees and administrative costs. In an instance of a second Returned check, we reserve the right to terminate the arrangement and, if agreed to, we shall insist on future cash transactions only. Consequently, all bookings and/or transactions and agreements entered into will cease with immediate effect until such time as any and all outstanding monies are recovered in full.

### **Cancellation Policy**

Minimum 24 hours notice of cancellation required. Notification for instance, in person, via email, mobile phone ‘text message’ and/or fax, or any other means will be accepted subject to confirmation in writing. We reserve the right to levy a \$27 charge to cover any subsequent administrative expenses. This section is subject to be overridden by specific contract agreements on a per client, per contract and/or a per agreement basis.

### **Termination of Agreements and Refunds Policy**

Both the Client and ourselves have the right to terminate any Services Agreement for any

reason, including the ending of services that are already underway. No refunds shall be offered, where a Service is deemed to have begun and is, for all intents and purposes, underway. Any monies that have been paid to us which constitute payment in respect of the provision of unused Services, shall be reviewed, and, if applicable, refunded.

If termination of any agreement shall occur due to unresponsiveness, failure of agreed payment, or any other failure of the Client to maintain any agreement set forth under these conditions, the Company shall retain all associated intellectual property not claimed by the Client. Company may grant copies and lists of any sensitive security access information for any and/or all accounts related to the agreement. Only account information that is directly the intellectual property of the Client shall be shared. The Company reserves the right to charge a compilation fee of 10% of the original agreement total to cover administrative costs for providing any and/or all account access information. If Client fails to pay the release of information administrative fee, the Company is under no obligation to provide that information, and shall archive the information for legal purposes. It is the Client's sole responsibility to maintain this information for its own security.

The Client hereby quitclaims and waives any rights to hold the Company liable for lost information, hacking, identity theft, or any other fraudulent activities related the any and/or all accounts information.

#### **Availability**

Unless otherwise stated, the services featured on this website are only available within the United States, or in relation to postings from the United States. All advertising is intended solely for the United States market. You are solely responsible for evaluating the fitness for a particular purpose of any downloads, programs and text available through this site.

Redistribution or republication of any part of this site or its content is prohibited, including such by framing or other similar or any other means, without the express written consent of the Company. The Company does not warrant that the service from this site will be uninterrupted, timely or error free, although it is provided to the best ability. By using this service you thereby indemnify this Company, its employees, agents and affiliates against any loss or damage, in whatever manner, howsoever caused.

#### **Log Files**

We use IP addresses to analyze trends, administer the site, track user's movement, and gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable information. Additionally, for systems administration, detecting usage patterns and troubleshooting purposes, our web servers automatically log standard access information including browser type, access times/open mail, URL requested, and referral URL. This information is not shared with third parties and is used only within this Company on a need-to-know basis. Any individually identifiable information related to this data will never be used in any way different to that stated above without your explicit permission.

#### **Cookies**

Like most interactive web sites this Company's website [or ISP] uses cookies to enable us to retrieve user details for each visit. Cookies are used in some areas of our site to enable the functionality of this area and ease of use for those people visiting. Some of our affiliate partners may also use cookies.

**Links to this website**

You may not create a link to any page of this website without our prior written consent. If you do create a link to a page of this website you do so at your own risk and the exclusions and limitations set out above will apply to your use of this website by linking to it.

**Links from this website**

We do not monitor or review the content of other party's websites which are linked to from this website. Opinions expressed or material appearing on such websites are not necessarily shared or endorsed by us and should not be regarded as the publisher of such opinions or material. Please be aware that we are not responsible for the privacy practices, or content, of these sites. We encourage our users to be aware when they leave our site & to read the privacy statements of these sites. You should evaluate the security and trustworthiness of any other site connected to this site or accessed through this site yourself, before disclosing any personal information to them. This Company will not accept any responsibility for any loss or damage in whatever manner, howsoever caused, resulting from your disclosure to third parties of personal information.

**Copyright Notice**

Copyright and other relevant intellectual property rights exists on all text relating to the Company's services and the full content of this website.

This Company's logo is a registered trademark of this Company in the United States and other countries. The brand names and specific services of this Company featured on this web site are trade marked.

**Communication**

We have several different e-mail addresses for different queries. These, & other contact information, can be found on our Contact Us link on our website or via Company literature or via the Company's stated telephone, facsimile or mobile telephone numbers.

This company is registered in Fitness From Science LLC dba brucewhipple.com, PO Box 127 Solon, ME 04979.

**Force Majeure**

Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man-made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavors to comply with the terms and conditions of any Agreement contained herein.

**Waiver**

Failure of either Party to insist upon strict performance of any provision of this or any Agreement or the failure of either Party to exercise any right or remedy to which it, he or they are entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this or any Agreement. No waiver of any of the provisions of this or any Agreement shall be effective unless it is expressly stated to be such and signed by both Parties.

**General**

The laws of the United States, Delaware and Maine govern these terms and conditions. By

accessing this website and using our services/buying our products you consent to these terms and conditions and to the exclusive jurisdiction of the United States courts in all disputes arising out of such access. If any of these terms are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from these terms and the remaining terms will continue to apply. Failure of the Company to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision. These Terms and Conditions shall not be amended, modified, varied or supplemented except in writing and signed by duly authorized representatives of the Company. **These terms and conditions form part of the Agreement between the Client and ourselves. Your accessing of this website and/or undertaking of a booking or Agreement indicates your understanding, agreement to and acceptance, of the Disclaimer Notice and the full Terms and Conditions contained herein. Your statutory Consumer Rights are unaffected.**

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