

## Terms Of Use & Privacy

AceLuciano.com (the “Site”) is a website owned by BGA Enterprises, LLC. You are invited to submit articles, post comments, sign up to receive RSS feeds, and visit the Site. By using the Site, you expressly acknowledge and agree that any use of the Site will be in accordance with these Terms of Use.

If you do not agree to be bound by these Terms of Use, you may not use the Site. The Site reserves the right to modify these Terms of Use at any time and will publish notifications of material modifications at its sole discretion. By continuing to access the Site after notice of such modifications have been published, you signify your agreement to be bound by them.

## Violations

If you believe that any content on the Site violates the Terms of Use, please notify the Site by sending an email to [ThatGuy@TheAZwebguy.com](mailto:ThatGuy@TheAZwebguy.com).

## Our Facts, Opinions, Analyses, or Predictions May Be Wrong

The content of the Site is offered for general information, discussion, and entertainment purposes only. Some of the content is un-moderated by the Site and reflects the personal opinions of the posters. You should be skeptical about any information on the Site because the information may be offensive, harmful, and/or wrong.

## Do Not Violate Posting or Commenting Rules

You are responsible for your own postings and agree to access and use the Site at your own risk on an as-is basis. Your postings should be truthful and accurate. Do not make postings that involve the following:

Securities for sale, barter, or exchange

Harassment, defamation, threats, stalking, bullying, or violations of the legal rights of others

Illegal activities

Impersonation of any person or entity, or falsely states or misrepresents your affiliation with a person or entity

Infringement of another’s intellectual property, including, but not limited to, trade secrets, trademarks and copyrights of any type

Obscene, vulgar, bigoted, hateful, or racially offensive language or images

Commercial advertising

Gambling, contests, or chain letters

Violations of any applicable local, state, national, or international law in connection with your use of the Site

This includes securities laws and regulations

Comments personally attacking the author of a post

Furthermore, you agree that, if a third party claims that any material you have contributed to the Site is unlawful, you will bear the full burden of establishing that the material complies with all applicable laws.

## Disclosure Policy

The Site reserves the right to disclose any information as necessary to satisfy any applicable law, regulation, legal process, or governmental request. The Site may also edit, refuse to post, or remove

any posting at the Site's sole discretion. The Site reserves the right to restrict access by any users whom the Site believes, in its sole discretion, are engaged in inappropriate, unprofessional, or unlawful conduct.

The Site reserves the right to remove content which, in its sole discretion, violates any of the rules set forth herein of which it becomes aware, but is under no obligation to do so. If you are offended by any content of the Site, stop using the Site.

#### Disclaimer

The Site includes un-moderated information containing the personal opinions and other expressions of the persons who post entries on a wide range of topics. Such entries are the opinions of the specific authors and are not statements of advice, opinion, or information of the Site or any or any Site-affiliated person or entity.

Neither the content of the Site, nor the links to other websites contained therein, are routinely moderated, screened, approved, reviewed, or endorsed by the Site or any Site-affiliated person or entity.

The Site and any information, products or services therein are provided "as is" without warranty of any kind, either express or implied, including without limitation, the implied warranties of merchantability, fitness for use of a particular purpose, or non-infringement.

The Site does not warrant that the Site will operate in an uninterrupted or error-free manner or that the Site is free of viruses or other harmful components. Use of information obtained from or through the Site is at your own risk.

The site is not liable for any loss or damages including, but not limited to, claims for defamation, errors, loss of data, or interruption in availability of data arising out of the use or inability to use the Site or any links; to your placement of content on the Site; or to your reliance upon information obtained from or through the Site or through links contained on the Site.

The Site is not an intermediary, broker/dealer, investment advisor, or exchange and does not provide services as such.

#### Licenses

In consideration for your agreement to these Terms of Use, the Site grants you a personal, non-exclusive, non-transferable, revocable license to access and use the Site. You may access the material on the Site only for your own personal, non-commercial use. The burden of determining that use of any information obtained from the Site is permissible rests with you.

By posting to or otherwise engaging in any communication within the Site, you are granting the Site (or any of its assignees) a perpetual, royalty-free, and irrevocable right and license to use, reproduce, modify, adapt, publish, translate, distribute, transmit, publicly display, publicly perform, sublicense, create derivative works from, transfer, and sell any such information.

#### Choice of Law and Forum

You agree that any dispute arising out of or relating to these Terms of Use or any content posted to the Site, including copies and republication thereof, whether based in contract, tort, statutory, or other law, will be governed by the laws of the State of Illinois, excluding its conflicts of law provisions.

You further consent to the personal jurisdiction of and exclusive venue in the federal and state courts located in and serving Illinois as the legal forum for any such dispute.

## Copyright Policy

Pursuant to 17 USC. § 512 as amended by Title II of the Digital Millennium Copyright Act (the “DMCA”), the Site has instituted procedures to receive written notification of claimed infringements and to process such claims in accordance with the DMCA. If you believe your copyrights are being infringed, please fill out the Notice of Infringement form below and mail it to BGA Enterprises, LLC.

The Notice of Infringement contains requested information that substantively complies with the safe harbor provisions of the Digital Millennium Copyright Act, 17 USC. § 512(c)(3)(A), providing that to be effective under this subsection, a notification of claimed infringement must be a written communication provided to the designated agent of a service provider that includes substantially the following:

A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works at that Site.

Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.

Information reasonably sufficient to permit the service provider to contact the complaining party such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted.

A 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.

A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Notification from a copyright owner or from a person authorized to act on behalf of the copyright owner that fails to comply substantially with the provisions above shall not be considered as providing actual knowledge or an awareness of facts or circumstances from which infringing activity is apparent. Please mail to Successful Selling Systems, Inc. a separate Notice of Infringement each time you would like to report alleged acts of infringement.

## Unauthorized Use

Unauthorized use of the Site in connection with the transmission of unsolicited e-mail, including the transmission of e-mail in violation of this policy, may result in civil, criminal, or administrative penalties against the sender and those assisting the sender.

## Indemnification

You agree to indemnify and hold the Site and any Site-affiliated person or entity harmless from any claims, losses or damages, including legal fees, resulting from your violation of these Terms of Use, your use of the Site or your placement of any content onto the Site, and to fully cooperate in the Site’s or any Site-affiliated person’s or entity’s defense against any such claims.

## Integration

These Terms of Use constitute the entire agreement between you and the Site and any Site-affiliated persons or parties with respect to the subject matter herein and supersedes any and all prior or contemporaneous oral or written agreements.

#### Notice of Infringement Form

BGA Enterprises, LLC  
PO Box 692  
Queen Creek, AZ 85142

Date: \_\_\_\_\_

Dear Sir:

I, the undersigned, CERTIFY UNDER PENALTY OF PERJURY that I am the owner or an agent authorized to act on behalf of the owner of certain intellectual property rights. The name of such owner is \_\_\_\_\_ (the "Owner").

I have a good faith belief that the material identified below is not authorized by the above Owner, its agent, or the law and thus infringes the Owner's rights. Please act promptly to remove or disable the access to the material or items claimed to be infringing.

Location of the alleged infringing material:

\_\_\_\_\_

Description of the infringing material:

\_\_\_\_\_

Description of the copyrighted work that you claimed is infringed:

\_\_\_\_\_

You may contact me at:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Street address: \_\_\_\_\_

City, State: \_\_\_\_\_

Zip: \_\_\_\_\_

Tel.: \_\_\_\_\_

Email: \_\_\_\_\_

Fax: \_\_\_\_\_

#### Content Contributors

The site publishes user contributed content in the form of blog posts and comments. By providing blog posts either via RSS feed or directly on the site, comments or other content to the site, contributors agree to the following conditions of use:

By contributing content, whether blog posts contributed via RSS, blog posts written directly on the Site, or comments, the contributor agrees to give BGA ENTERPRISES, LLC. a perpetual, non-exclusive copyright to the content.

BGA ENTERPRISES, LLC. reserves the right to not publish contributed content at our discretion.

BGA ENTERPRISES, LLC. reserves the right to schedule syndicated and directly contributed content for publication on our site on any future date or time at our discretion.

BGA ENTERPRISES, LLC. will always properly attribute all content in its full form or when excerpted at length (according to the guidelines of fair use) to the author.

BGA ENTERPRISES, LLC. reserves the right to syndicate all contributed content via RSS to third parties.

All contributed content may contain the author's byline, a brief biography of the author, and, in the case of material provided to us via RSS from the author's own blog, a link back to the original post in the footer of the full post.

Contributing authors are solely responsible for the originality and accuracy of their submissions. BGA ENTERPRISES, LLC. reserves the right to remove any sharing links or advertising accompanying contributed posts, especially affiliate links. This may include RSS links back to the original article as those may be construed as affiliate links by search engines and can damage the authority of our Site.

BGA ENTERPRISES, LLC. reserves the right to set fonts and styles, adjust image alignments, and otherwise alter post layout to ensure that posts comply with our global site styling.

From time to time, BGA ENTERPRISES, LLC. may need to display summary versions of contributed content. In such cases, we may edit posts in summary form. Such summaries will always contain a link to the full and unaltered post. In such circumstances, BGA ENTERPRISES, LLC. will always strive to preserve the original meaning and intent of the content.

BGA ENTERPRISES, LLC. reserves the right to edit post headlines for clarity or search engine optimization (keyword inclusion).

BGA ENTERPRISES, LLC. reserves the right to make corrections for spelling and grammar.

BGA ENTERPRISES, LLC. reserves the right to remove photo links that are not links to the original source photo or copyright owner.

BGA ENTERPRISES, LLC. reserves the right to insert relevant advertising in and around content.

BGA ENTERPRISES, LLC. reserves the right to cache post images and serve them from our Content Distribution Network.

Contributors are not entitled to any compensation from BGA ENTERPRISES, LLC.

Contributing content to BGA ENTERPRISES, LLC. does not in any way form an employee agreement.

Visitors

Unless expressly permitted, you may not publish or reproduce the content that appears on any part of this Site.

The opinions expressed by users and content authors on this Site are theirs alone, and not those of BGA ENTERPRISES, LLC.

BGA ENTERPRISES, LLC. reserves the right to block or remove postings or communications at any time at our sole discretion.

Some links on this Site may link to third-party sites. BGA ENTERPRISES, LLC. is not responsible for the content on those sites.

Privacy Policy

This Privacy Policy governs the manner in which BGA Enterprises, LLC. collects, uses, maintains and discloses information collected from Users of the Site. This privacy policy applies to the Site and all products and services offered by Successful Selling Systems, Inc.

Personal identification information

We may collect personal identification information from Users in a variety of ways, including, but not limited to, when Users visit our Site, register on the Site, place an order, subscribe to the newsletter, respond to a survey, fill out a form, and in connection with other activities, services, features or resources we make available on our Site. Users may be asked for, as appropriate, name, email address,

mailing address, phone number, credit card information. Users may, however, visit our Site anonymously. We will collect personal identification information from Users only if they voluntarily submit such information to us. Users can always refuse to supply personally identification information, except that it may prevent them from engaging in certain Site-related activities.

### Non-personal identification information

We may collect non-personal identification information about Users whenever they interact with our Site. Non-personal identification information may include the browser name, the type of computer and technical information about User's means of connection to our Site, such as the operating system and the Internet service providers utilized and other similar information.

### Web browser cookies

Our Site may use "cookies" to enhance User experience. User's web browser places cookies on their hard drive for record-keeping purposes and sometimes to track information about them. User may choose to set their web browser to refuse cookies, or to alert them when cookies are being sent. If they do so, note that some parts of the Site may not function properly.

### How we use collected information

BGA Enterprises, LLC. collects and uses Users' personal information for the following purposes:

#### To personalize User experience

We may use information in the aggregate to understand how our Users as a group use the services and resources provided on our Site.

#### To improve our Site

We continually strive to improve our website offerings based on the information and feedback we receive from our Users.

#### To improve customer service

User information helps us to more effectively respond to customer service requests and support needs.

#### To process transactions

We may use the information Users provide about themselves when placing an order only to provide service to that order. We do not share this information with outside parties except to the extent necessary to provide the service.

#### To administer a content, promotion, survey or other Site feature

To send Users information they agreed to receive about topics we think will be of interest to them

#### To send periodic emails

The email address Users provide for order processing will only be used to send them information and updates pertaining to their order. It may also be used to respond to their inquiries, and/or other requests or questions. If User decides to opt-in to our mailing list, they will receive emails that may include company news, updates, related product or service information, etc. If at any time the User would like to unsubscribe from receiving future emails, we include detailed unsubscribe instructions at the bottom of each email, or User may contact us via our Site.

### How we protect your information

We adopt appropriate data collection, storage and processing practices and security measures to protect against unauthorized access, alteration, disclosure or destruction of your personal information, username, password, transaction information and data stored on our Site.

Sensitive and private data exchange between the Site and its Users happens over a SSL secured communication channel and is encrypted and protected with digital signatures. Our Site is also in compliance with PCI vulnerability standards in order to create as secure of an environment as possible for Users.

### Sharing your personal information

We do not sell, trade, or rent Users' personal identification information to others. We may share generic aggregated demographic information not linked to any personal identification information regarding visitors and Users with our business partners, trusted affiliates and advertisers for the purposes outlined above. We may use third-party service providers to help us operate our business and the Site or administer activities on our behalf, such as sending out newsletters or surveys. We may share your information with these third parties for those limited purposes provided that you have given us your permission.

We use third-party advertising companies to serve ads and collect information when Users visit our site. These companies may use information (not including your name, address, email address or telephone number) about your visits to this and other websites in order to provide advertisements on our site, other websites and other forms of media about goods and services of interest to you. If you would like more information about this practice and to know your choices about not having this information used by these companies, check out [http://www.networkadvertising.org/managing/opt\\_out.asp](http://www.networkadvertising.org/managing/opt_out.asp).

### Third-party websites

Users may find advertising or other content on our Site that link to the sites and services of our partners, suppliers, advertisers, sponsors, licensors and other third parties. We do not control the content or links that appear on these sites and are not responsible for the practices employed by websites linked to or from our Site. In addition, these sites or services, including their content and links, may be constantly changing. These sites and services may have their own privacy policies and customer service policies. Browsing and interaction on any other website, including websites which have a link to our Site, is subject to that website's own terms and policies.

### Changes to this privacy policy

BGA Enterprises, LLC. has the discretion to update this privacy policy at any time. When we do, we will revise the updated date at the bottom of this page. We encourage Users to frequently check this page for any changes to stay informed about how we are helping to protect the personal information we collect. You acknowledge and agree that it is your responsibility to review this privacy policy periodically and become aware of modifications.

### Your acceptance of these terms

By using this Site, you signify your acceptance of this policy. If you do not agree to this policy, please do not use our Site. Your continued use of the Site following the posting of changes to this policy will be deemed your acceptance of those changes.