

## Terms Of Use & Privacy

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Though we do our best to moderate and review all content for truth and potential for offense, any Facts, Opinions, Analyses, or Predictions on the website 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 and/or submissions 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, intentional 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.

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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.

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In consideration for your agreement to these Terms of Use, the Site grants you a personal, nonexclusive, 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 unless first granted permission. Any part of the site can be used for any editorial purpose, providing due credit is given to the author(s), website, and/or photographer.

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 Arizona, 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 Arizona 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 BGA Enterprises, LLC. 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.

Content is published in good faith, with no intent of harm, infringement of copyrighted works, including, but not limited to, content, copy, photographs, etc.

All efforts are made to source works from non-copyrighted sources or with content owner's permission. In the case an error or omission is made, it is not with the intent of harm to the owner.

If you are aware of a possible infringement, please use and submit the following form.

Due to the proliferation of spam and associated spam filters, causing your message to not be received in a timely manner, multiple contact attempts and/or methods are encouraged.

Notice of Infringement Form

BGA Enterprises, LLC  
2473 S. Higley Rd.  
Suite 104-314  
Gilbert, AZ 85295

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

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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:

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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.

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#### 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 BGA Enterprises, LLC.

##### 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. 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.