

## **Bizpain.com Privacy Policy**

Bizpain.com is owned and operated by Bizpain, LLC, a California limited liability company. Your privacy is important to us and to better protect your privacy, we will adhere to the following principles. This policy may be revised or updated at any time and we encourage you to check back often to ensure that you are familiar with the most recent version.

By visiting this Website, you are consenting to the practices described in this Privacy Policy.

### **The information We Collect**

You provide personal information to Bizpain.com by (1) sharing your e-mail address and subscribing to email Website updates, and (2), by sharing personal information when you post comments on our posts. You are not required to provide any personal information to gain access to or view the content of our Website.

In addition to limited personal information—such as name, snail-mail and e-mail addresses, and telephone numbers—we may also collect information that is in no way personally identifiable. This may include the operating system you are working on, the internet browser you are using, the domain name of your internet Website provider, and the Websites you visit directly before, during and after your visit to Bizpain.com.

We use session cookies to make it easier for visitors to navigate and contribute to our site without multiple logins. (cookies are data stored on a user's hard drive that let us recognize them when they return to the site)

If you reject cookies, you may still use our site, but your ability to use some areas of our site, such as comments, may require multiple logins.

This privacy statement covers only the use of cookies by Bizpain, LLC and does not cover the use of cookies by any advertisers or others.

### **Use Of Information**

The e-mail address you provide may be used by Bizpain.com for any reason, such as contacting you for editorial purposes or to advise you of any changes to our Website. At no time does any party other than Bizpain, LLC have access to your personally identifiable information, and you will never be contacted by any party other than Bizpain, LLC.

The only exceptions to the above are is that we may disclose personally identifiable information (i) in response to legal process, for example, in response to a court order or subpoena, (ii) in response to a law enforcement agency's request, or where we believe it is necessary to investigate, prevent, or take actions regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of another person, violations of our terms of use, or as otherwise required by law, or (iii) in the event we are acquired by or merge with another company.

When you sign up to receive updates or other e-mail messages from Bizpain.com, you will always be given the chance to opt-out. You may change your preferences at any time and will only be contacted in a manner consistent with your stated preferences. Non-personally identifiable information may be shared in aggregate form with our advertisers or marketing partners but your personally identifiable information will not be disclosed to them (unless one of the above stated exceptions apply).

Any information you voluntarily disclose on our comments pages or in any forums we may develop in the future becomes public information. We cannot control the actions of our Website users and advise you to use your discretion when sharing information about yourself on the internet. All information sharing is optional and done so at your own risk.

### **How Information Is Shared**

The ads appearing on Bizpain.com are delivered to you by Third Party Administrators (TPAs) including, but not necessarily limited to, Commission Junction, LinkShare and ClixGalore, our Web advertising serving partners. Information about your visit to this Website, such as number of times you have viewed an ad (but not your name, address, or other personal information), is used to serve ads to you on this Website. And, in the course of serving advertisements to this Website, TPAs may place or recognize a unique cookie on your browser.

Email updates received by subscribers may be delivered to you by Constant Contact, our email communications provider. Constant Contact has agreed to not make any personal information about an individual user available to anyone. For more information, see Constant Contact's privacy policy at [www.constantcontact.com](http://www.constantcontact.com).

We provide you the opportunity to participate in polls, contests or surveys. If you participate, we may request certain personally identifiable information from you. Participation in these surveys or contests is completely voluntary and you therefore have a choice whether or not to disclose this information. The requested information typically includes contact information (such as name and shipping address), and demographic information (such as zip code) in the event your participation results in your eligibility to win any prizes.

We may use a third party service provider to conduct these surveys or contests; that company will be prohibited from using our users' personally identifiable information for any other purpose. We will not share the personally identifiable information you provide through a contest or survey with other third parties unless we give you prior notice.

If you choose to refer a friend to our site, you will supply your friend's name and email address in your own email format. We will automatically send your friend a one-time email inviting him or her to visit the site. We will store this information for the sole purpose of sending this one-time email and tracking the success of our referral program.

We will also contract with a number of advertising network partners to monitor certain pages of our Website and RSS feeds for the purpose of reporting Website and RSS traffic, statistics, advertisement 'click-throughs', and/or other activities on our Website. Where authorized by us, these advertising network partners may use cookies, web beacons, and/or other monitoring technologies to compile anonymous statistics about our Website visitors. No personally identifiable information is collected by or transferred to these network partners.

Third parties and Websites that have links on our Website may also collect or use information about you. The information practices of other companies or people that Bizpain, LLC does not employ or manage are not covered by this privacy statement.

### **Changes To This Privacy Policy**

As mentioned above, this policy is subject to change and the changes will become effective immediately when made. If there are material changes to this policy, we will provide notice of the changes by posting the amended policy on [www.bizpain.com](http://www.bizpain.com) and by revising the effective date of the Privacy Policy textual link appearing at the bottom of the page.

## California Privacy Rights

If you are a California resident and Bizpain, LLC customer you have the right to request information from Bizpain, LLC regarding the manner, if any, in which Bizpain, LLC shares certain categories of your personal information with third parties, for the third parties' direct marketing purposes. California law provides that you have the right to submit a request to Bizpain, LLC at its designated address and receive the following information: 1) the categories of information, if any, Bizpain, LLC disclosed to third parties for the third parties' direct marketing purposes during the preceding calendar year; 2) the names and addresses of third parties, if any, that received such information; and 3) if the nature of a third party's business cannot be reasonably determined from the third party's name, examples of the products or services marketed. You are entitled to receive a copy of this information in a standardized format and the information will not be specific to you individually. Bizpain LLC's designated email address for such requests is [editor@Bizpain.com](mailto:editor@Bizpain.com).

## Terms of Use

Bizpain.com is owned and operated by Bizpain, LLC, a California limited liability company. Your use of this Website in any manner, whether browsing, activating an account with us, sharing information or posting comments, constitutes your acknowledgement that you have read these Terms of Use (the "TOU") and that you agree to follow and be bound by them.

The following TOU describe the terms and conditions applicable to your access and use of Bizpain.com. If you do not agree to the TOU, do not use the Website. We reserve the right to change the TOU at any time without notice; modifications will be included in the TOU. It is your responsibility to check the TOU from time to time for modifications.

Continued use of the Website after any modifications of the TOU will constitute acceptance of such modifications.

1. Bizpain, LLC reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Website (or any part thereof) with or without notice. You agree that Bizpain, LLC will not be liable to you or any third party for any modification, suspension or discontinuance of the Website.

2. This Website (including, without limitation, text, photographs, graphics, video and audio content) is protected by copyright as a collective work or compilation under the copyright laws of the United States and other countries, and Bizpain, LLC (subject to the rights of its licensors and licensees under applicable agreements, understandings and arrangements) has rights therein. All individual articles, videos, content and other elements comprising this Website are also copyrighted works, and Bizpain, LLC (subject to the rights of its licensors and licensees under applicable agreements, understandings and arrangements) has rights therein. You must abide by all additional copyright notices or restrictions contained in this Website. By posting or submitting content on or to the Website (regardless of the form or medium with respect to such content, whether text, videos, photographs, audio or otherwise), you are giving Bizpain, LLC, and its affiliates, agents and third party contractors the right to display or publish such content on the Website and its affiliated publications in any form of media (either in the form submitted or in the form of a derivative or adapted work), to store such content, and to distribute such content in any form of media and use such content for promotional and marketing purposes in any form of media.

Without limiting the generality of the foregoing, with respect to any video submissions to Bizpain.com made by you from time to time, you understand and agree that (unless you and we agree otherwise in writing) Bizpain, LLC may, or may permit users to, based solely on functionality provided and enabled by the Bizpain.com Website, compile, re-edit, adapt or modify your video submission, or create derivative works therefrom, either on a stand-alone basis or in combination with other video submissions, and (unless you and we agree otherwise in writing) you have no rights with respect thereto and Bizpain, LLC

or its licensees are free to display and publish the same (as so compiled, re-edited, adapted, modified or derived) for any period.

You are solely responsible for your own submissions and the consequences of posting or publishing them. In connection with each of your submissions, you affirm, represent, and warrant that: (i) you own or have the necessary licenses, rights, consents, and permissions to use and authorize Bizpain, LLC to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all such submissions to enable inclusion and use of such submissions in the manner contemplated by Bizpain, LLC and this TOU; and (ii) you have the written consent, release, and/or permission of each and every identifiable individual person in such submissions to use the name and likeness of each and every such identifiable individual person to enable inclusion and use of such submissions in the manner contemplated by Bizpain, LLC and this TOU.

In furtherance of the foregoing, you agree that you will not: (i) submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material on Bizpain.com and to grant Bizpain, LLC all of the rights granted herein; (ii) publish falsehoods or misrepresentations that could damage Bizpain, LLC or any third party; (iii) submit material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate; or (iv) post advertisements or solicitations of business.

Bizpain, LLC reserves the right to remove or not publish submissions without prior notice.

3. If you are a copyright owner or agent thereof and believe that User Content infringes upon your copyright, please submit notice, pursuant to the Digital Millennium Copyright Act (17 U.S.C. § 512(c)) to our Copyright Agent with the following information: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright; (ii) a description of the copyrighted work that you claim has been infringed; (iii) the URL of the location containing the material that you claim is infringing; (iv) your address, telephone number, and email address; (v) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (vi) a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our Copyright Agent can be reached as follows: By mail: Bizpain.com / Attn: Copyright Agent / P.O. BOX 6357, Lakewood, California 90714-6357; or, by email: [editor@Bizpain.com](mailto:editor@Bizpain.com)

Please note that attachments cannot be accepted at the email address for security reasons. Accordingly, any notification of infringement submitted electronically with an attachment will not be received or processed.

4. (a) Unless expressly permitted in writing by Bizpain, LLC, you may not copy, reproduce, distribute, publish, enter into a database, display, perform, modify, create derivative works, transmit, or in any way exploit any part of this Website, except as permitted under the last sentence of this Section 4(a) and except that you may make one print copy that is limited to occasional articles of personal interest only. Without limiting the generality of the foregoing (but subject to the last sentence of this Section 4(a)), you may not distribute any part of this Website over any network, including, without limitation, a local area network, nor sell or offer it for sale. In addition, these files may not be used to construct any kind of database. Just as Bizpain, LLC from time to time excerpts materials from other sources in order to support the various commentaries and writings contained on Bizpain.com, we respect the right of others to make "fair use" of the materials contained on Bizpain.com; accordingly, you may from time to time excerpt and use materials set forth on this Website, provided, that you must give the original author credit and such use must be for a non-commercial purpose only and not, for example, for re-sale.

(b) We are concerned about the integrity of our Website when it is viewed in a setting created by a third party that includes advertising or other materials that we have not authorized to be displayed with our Website. Neither you nor any third party may make use of the contents of the Website in any manner that constitutes an infringement of our rights, including copyright or that has not been authorized by us.

5. You agree to indemnify and hold harmless Bizpain, LLC and its affiliates, and their respective members, directors, officers, managers, employees, shareholders, agents, and licensors, from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation by you of this Agreement. We reserve the right to take over the exclusive defense of any claim for which we are entitled to indemnification under this Section. In such event, you will provide us with such cooperation as is reasonably requested by us.

6. THIS WEBSITE IS AVAILABLE "AS IS." WE DO NOT WARRANT THAT THIS WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE. THERE MAY BE DELAYS, OMISSIONS, INTERRUPTIONS AND INACCURACIES IN THE COMMENTARIES, SECTIONS, NEWS, INFORMATION OR OTHER MATERIALS AVAILABLE THROUGH THIS WEBSITE. WE DO NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THIS WEBSITE OR ANY INFORMATION OR GOODS THAT ARE AVAILABLE OR ADVERTISED OR SOLD THROUGH THIS WEBSITE. WE DO NOT MAKE ANY REPRESENTATIONS, NOR DO WE ENDORSE THE ACCURACY, COMPLETENESS, TIMELINESS OR RELIABILITY OF ANY ADVICE, OPINION, STATEMENT OR OTHER MATERIAL OR DATABASE DISPLAYED, UPLOADED OR DISTRIBUTED IN THIS WEBSITE OR AVAILABLE THROUGH LINKS IN THIS WEBSITE. WE RESERVE THE RIGHT TO CORRECT ANY ERRORS OR OMISSIONS IN THIS WEBSITE. ALTHOUGH WE INTEND TO TAKE REASONABLE STEPS TO PREVENT THE INTRODUCTION OF VIRUSES, WORMS, "TROJAN HORSES" OR OTHER DESTRUCTIVE MATERIALS TO THIS WEBSITE, WE DO NOT GUARANTEE OR WARRANT THAT THIS WEBSITE OR MATERIALS THAT MAY BE DOWNLOADED FROM THIS WEBSITE DO NOT CONTAIN SUCH DESTRUCTIVE FEATURES. WE ARE NOT LIABLE FOR ANY DAMAGES OR HARM ATTRIBUTABLE TO SUCH FEATURES. IF YOU RELY ON THIS WEBSITE AND ANY MATERIALS AVAILABLE THROUGH THIS WEBSITE, YOU DO SO SOLELY AT YOUR OWN RISK. THIS WEBSITE MAY CONTAIN VARIOUS COMBINATIONS OF TEXT, IMAGES, AUDIOVISUAL PRODUCTIONS, OPINIONS, STATEMENTS, FACTS, ARTICLES, MARKET DATA, STOCK QUOTES OR OTHER INFORMATION CREATED BY BIZPAIN, LLC OR BY THIRD-PARTIES. DUE TO THE NUMBER OF SOURCES FROM WHICH CONTENT IN THIS WEBSITE IS OBTAINED, AND THE INHERENT HAZARDS OF ELECTRONIC DISTRIBUTION, THERE MAY BE DELAYS, OMISSIONS OR INACCURACIES IN SUCH CONTENT. ACCORDINGLY, SUCH CONTENT, INCLUDING THE MARKET DATA, IS FOR YOUR REFERENCE ONLY AND SHOULD NOT BE RELIED UPON BY YOU FOR ANY PURPOSE. SUCH CONTENT IS NOT INTENDED FOR THE PURPOSE OF TAX OR INVESTMENT ADVICE AND IT DOES NOT ADVOCATE THE PURCHASE OR SALE OF ANY SECURITY OR INVESTMENT. INFORMATION CREATED BY THIRD PARTIES THAT YOU MAY ACCESS ON THE WEBSITE OR THROUGH LINKS IS NOT ADOPTED OR ENDORSED BY BIZPAIN, LLC AND REMAINS THE RESPONSIBILITY OF SUCH THIRD PARTIES.

7. We are not responsible for the availability or content of other Websites that may be linked to this Website. Because we have no control over such Websites, you acknowledge and agree that we are not responsible for the availability of such external Websites, and that we do not endorse and are not responsible or liable for any content, accuracy, quality, advertising, products or other materials on or available from such Websites. You further acknowledge and agree that Bizpain, LLC will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any content, goods or Websites available on or through such Websites.

8. IN NO EVENT WILL BIZPAIN, LLC, ITS MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES, OWNERS, AFFILIATES, SUCCESSORS OR ASSIGNS OR OTHER REPRESENTATIVES BE LIABLE, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE-WHETHER ACTIVE,

PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, TO YOU OR ANY OTHER PERSON FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES) ARISING OUT OF OR IN CONNECTION WITH ANY USE OF, INABILITY TO USE, OR RESULTS OF USE OF, THIS WEBSITE OR ANY CONTENT ON THIS WEBSITE, EVEN IF BIZPAIN, LLC OR ITS REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THIS WEBSITE AND THE CONTENT THEREON, OR THE TOU, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THIS WEBSITE. IF ANY PORTION OF THIS LIMITATION IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN BIZPAIN, LLC'S TOTAL LIABILITY TO YOU WILL IN NO EVENT EXCEED ONE HUNDRED DOLLARS (\$100). SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, IN WHICH CASE THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

9. The TOU will be governed in all respects by the laws of the State of California, USA, without reference to the choice of law or conflicts of laws rules of any jurisdiction. Except for claims arising from your misuse of the Website or any content of Bizpain, LLC, you agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the TOU or your use of this Website must be filed within one (1) year after such claim or cause of action arose or be forever barred.

10. To the fullest extent allowed by law, any controversy, claim or dispute between you and Bizpain, LLC (and/or any of its manages, directors, officers, owners, employees, or agents) relating to or arising out of your use of this Website will be submitted to final and binding arbitration in Orange County, California for determination in accordance with the American Arbitration Association's ("AAA") Commercial Arbitration Rules as the exclusive remedy for such controversy, claim or dispute. In any such arbitration, the parties may conduct discovery to the same extent as would be permitted in a court of law and the arbitrator will apply California law (regardless of any laws concerning choice of law or conflicts of laws of any jurisdiction). The arbitrator will issue a written decision, and will have full authority to award all remedies which would be available in court. The arbitrator's fees and any AAA administrative expenses will be split equally between the parties, with each party paying 50% of such fees and expenses. Any judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Possible disputes covered by the above include, but are not limited to, breach of contract, torts, or any other claims, statutes or laws relating to your use of this Website. BY AGREEING TO THIS BINDING ARBITRATION PROVISION, YOU AND BIZPAIN, LLC GIVE UP ALL RIGHTS TO TRIAL BY JURY. This bilateral arbitration agreement is to be construed as broadly as is permissible under relevant law.

11. The TOU constitute the entire agreement between you and Bizpain, LLC with respect to this Website. The TOU supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written between you and TOU with respect to this Website. No modification of the TOU will be effective unless it is authorized by Bizpain, LLC. If any provision of the TOU is found to be contrary to law, then such provision(s) will be constructed in a manner to closely reflect, as much as possible, the intentions of the parties, with the other provisions remaining in full force and effect. As used in the TOU, unless the context expressly indicates otherwise, the word "or" is inclusive and means "and/or" and word "including" and variations on that word mean "including without limitation."

THIS WEBSITE CONTAINS LINKS TO OTHER SITES THAT ARE NOT OWNED OR CONTROLLED BY BIZPAIN, LLC AND AS SUCH, BIZPAIN, LLC IS NOT RESPONSIBLE FOR THE PRIVACY PRACTICES OF SUCH OTHER SITES. THIS PRIVACY STATEMENT APPLIES ONLY TO INFORMATION COLLECTED BY THIS WEB SITE.

## **Bizpain.com Basics**

Bizpain.com was founded to provide workers with a safe place to go during the work day to get relief from their jobs, their career choices, their bosses, their coworkers, their dissatisfaction, etc. through reading, viewing and contributing to articles, videos, photos.

Bizpain.com pre-moderates comments on our blog posts. We will not censor comments based on political or ideological points of view, however, we reserve the right to delete comments that we, in our sole discretion, determine include or contain abusive, off-topic, and excessive foul language; threatening, sexist, racist, homophobic or personal attacks or slurs; solicitations and/or advertising for personal blogs and Websites; thread spamming.

Your comment will not appear while pending approval. There may be a delay between a comment being posted and it being approved.

Please email any questions to [editor@Bizpain.com](mailto:editor@Bizpain.com).

(Revised January 1, 2010)