

SheaNetics.com Terms of Use & Privacy Policy

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Prohibitions of Use:

Visitors are prohibited from copying or using data and information located on the website without the prior, express, written approval of SheaNetics, LLC.

Definition:

SheaNetics, LLC is also referred to as SheaNetics; SheaNetics™; SheaNetics™ LLC and SheaNetics.com.

Disclaimer of Liability:

Any visitor expressly agrees that (i) use of the SheaNetics website is at the visitor's sole risk; (ii) SheaNetics and its affiliates, agents and employees, do not warrant that the data, information and/or services will be uninterrupted or error free; (iii) SheaNetics and its affiliates, agents and employees, shall not be held liable for any improper or incorrect use of the information and/or data described and/or contained in the website; and (iv) SheaNetics and its affiliates, agents and employees, assume no responsibility for anyone's use of that information and/or data. SheaNetics and its affiliates, agents and employees, assume no responsibility for any damages that may result or are caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortious behavior, negligence or under any other cause of action.

The information and statements provided through SheaNetics.com, SheaNetics, and its affiliates, agents and employees are not intended to diagnose, treat, cure or prevent any disease. The contents of SheaNetics newsletters, which are provided through contract by a third party, are for informational purposes only and are not intended to be a substitute for professional medical advice, diagnosis, or treatment. Your reliance on any information provided by SheaNetics.com, SheaNetics and its affiliates, agents or employees is solely at your own risk. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition or before beginning any course of exercise. Never disregard professional medical advice, or delay seeking medical advice or treatment because of information on SheaNetics.com, contained in a SheaNetics newsletter or provided through any SheaNetics product. SheaNetics may from time to time recommend or endorse a specific product, treatment, procedure, test, physician or other information that may be mentioned on SheaNetics.com, contained in a SheaNetics newsletter or provided through any SheaNetics product. Your reliance on said recommendation or endorsement is made at your own risk. Always seek the advice of your physician or other qualified health provider with any questions you may have before pursuing the use of any SheaNetics based recommendation or endorsement. SheaNetics assumes no liability for injury or damages which may result from your reliance on any SheaNetics recommendation or endorsement.

You acknowledge that all training and exercise activities carry with them the potential risk of personal injury or death. You assume all risks of injury arising out of your use of

any information, services or products provided by SheaNetics. You release SheaNetics from any liability, loss, damage, expense or cost of any nature whatsoever for any and all claims known and unknown, foreseen or unforeseen, future or contingent for personal injury or property damage arising out of any use of any information, services, programs or products provided by SheaNetics. You agree that you shall not at any time directly or indirectly commence or prosecute any action against SheaNetics or its owners arising out of or relating to your use of any information, services, programs or products provided by SheaNetics.

Disclaimer of Warranties and Accuracy of Data:

The data found on the SheaNetics.com website is believed to be reliable and that no warranty, expressed or implied, is made regarding accuracy, adequacy, completeness, legality, reliability or usefulness of any information. The information on the SheaNetics.com website is being provided on an “as is” basis and all warranties of any kind, express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, freedom from contamination by computer viruses and non-infringement of proprietary rights are disclaimed.

Disclaimer of Endorsement:

Opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information provided by visitors, users, or others, are those of the respective author(s) or distributor(s) and do not necessarily state or reflect those of SheaNetics or its affiliates, agents and employees.

Disclaimer of External Links:

SheaNetics is not responsible for the contents of any off-site pages, including but not limited to content that may be deemed defamatory, offensive, and/or illegal.

Choice of Law:

The law of the State of Illinois shall govern the construction of the Terms of Use and its disclaimers and the Privacy Policy and any dispute arising from therefrom or any dispute resulting from the use of the SheaNetics.com website, its data or pertaining to any of its content in any way. Any dispute arising hereunder shall be exclusively subject to settlement by a court of arbitration under the jurisdiction of the State of Illinois.

Copyright, Trademark and Intellectual Property Policies:

The user of SheaNetics.com acknowledges and agrees to the following:

- SheaNetics has the exclusive rights and privileges in and to the intellectual property rights of and with respect to the services and content offered on SheaNetics.com;
- The services and content offered on SheaNetics.com is, to the extent applicable, protected by U.S. Copyright laws, other intellectual property right laws and/or international treaty provisions;
- The services and content offered on SheaNetics.com is intended solely for the individual and private use of the user;
- The services or content that may be found on other websites that may be found or accessed while using SheaNetics.com may be protected by copyright and/or intellectual

property laws of the United States and/or other countries;

- The user shall not download, rent, lease, sell, license, sublicense, reverse engineer, reverse assemble, distribute, transmit, or otherwise transfer all or any portion of the services and content offered on the website or otherwise take any action in violation to the copyright and other intellectual rights of SheaNetics.com and SheaNetics, LLC; and
- That any trade or service marks of SheaNetics, including but not limited to its logo, shall not be used without the express written permission of SheaNetics, LLC.

Pursuant to The Digital Millennium Copyright Act any knowledge of alleged copyright infringement should be brought to the attention of SheaNetics.com and its service provider as follows:

SheaNetics
ATTN: SHEANETICS.COM
c/o Network Solutions
P.O. Box 447
Herndon, VA 20172-0447
Phone: 570-708-8780

SheaNetics.com Privacy Policy:

By using the SheaNetics.com website, you consent to the collection and use of certain information in the manner we describe and agree to be bound by the terms of use as set forth herein. SheaNetics respects your concerns about privacy. This policy is intended to ensure your information is handled in a safe and responsible manner. As we continue to evolve our Website and incorporate new technologies to improve communication, our policies may change. We encourage you to refer to this policy on an ongoing basis to stay abreast of our most current Privacy Policy practices.

What information do we collect?

Currently, SheaNetics.com gathers information (such as name, e-mail address and zip code) strictly for contact purposes when users opt to fill out an e-mail submission form to inquire about our company and about membership. In some cases we ask for other optional information including additional contact information and certain demographic information (such as phone number and gender).

How do we use your information?

We may use your information to communicate special offers, promotions and information about our company to you via email. If you do not wish to receive these emails you will have the option to opt out of future mailings (see the section below). We may also use your information to compile usage statistics and other data regarding the use of the Web site services. We will not share your personally identifiable information with third parties, outside of the limited circumstances referenced in the paragraph immediately below. We may, however, share with partners aggregated statistical data that includes users' demographic information but does not identify them. We reserve the right to provide any and all such aggregated and non-individually identifiable data to third parties.

How do we use your email information?

At SheaNetics we respect your concerns about privacy. We collect email information to provide a more personalized and relevant experience. If you give us your email address through our optional signup forms on our website we will send you emails about exclusive offers, news, newsletters and events related to SheaNetics. If you have previously opted out of receiving emails from us, providing updated information will act as an 'opt back-in'. If you want to opt-out of receiving promotional emails, simply reply to one of our messages with the word UNSUBSCRIBE in the subject or body or click on the UNSUBSCRIBE link available at the bottom of the promotional email. We will remove your email address from our distribution lists within 7 to 10 business days. Although we strive to update our email list as frequently as possible, you might receive another contact before we are able to remove you. Please note that you will continue to receive communications as it pertains to the status or tracking of related purchases. SheaNetics may use any of your contact information held on file (including Email, Mailing Address, Phone & Fax) to communicate with you in relation to day to day administrative activities, such as freeze requests, online purchases and important service alerts.

SheaNetics does not sell nor rent your name, e-mail address, or any other personally identifiable information to third-parties. We only share user information in the ways described below:

Agents: We employ other companies and individuals to perform functions on our behalf. Examples include creating and maintaining our Web site, sending postal mail and e-mail, removing repetitive information from customer lists, analyzing data, providing marketing assistance and providing customer service. They have access to personal information needed to perform their functions, but may not use it for other purposes.

Protection of SheaNetics: We release account and other personal information when we believe release is necessary to comply with law; enforce or apply our Terms of Use and other agreements; or protect the rights, property, or safety of SheaNetics, our users, or others. This includes exchanging information with other companies and organizations for fraud protection.

Do we use cookies?

We use cookies to enhance your experience on our web site. For example a cookie enables us to remember the region or specific club page you have visited so the next time you return to our site you do not have to select that club or region again. You can set your Internet browser (like Internet Explorer or Netscape) to warn you every time a cookie is sent, or to turn off all cookies. See your browser's Help menu for these instructions. By disabling your cookies you will not have access to some of the features that enhance your user experience on our site.

How do we protect children on our web site?

We are committed to making a safe environment for children on our site. When we collect information for membership inquiry purposes, users are informed they must be at least 18 years of age or have parental consent to provide personally identifying information to us. We encourage parents to monitor children's Internet use to keep them safe while navigating SheaNetics.com and all other areas of the Internet.

Does this Privacy Policy apply to external links found on this Web site?

While this site may contain links to other sites, please note that when you click on one of these links, you are 'clicking' away from SheaNetics.com to another Web site. We encourage you to read the privacy statements of these linked sites as their privacy policies may differ from ours. We are not responsible for the privacy practices or the content of such Web sites.

Security:

SheaNetics is committed to preventing others from unauthorized access to the personal information you provide to us which we maintain through Network Solutions and Constant Contact, third party website hosting and database management services, we believe incorporate commercially reasonable procedures and technology designed for this purpose. Accordingly, we believe the Website has reasonable technical and organizational security measures in place to protect the loss, misuse or alteration of information under our control. However, we cannot guarantee that unauthorized third parties will never be able to defeat those security measures or use your personal information for improper purposes.

When our registration/order form asks users to enter sensitive information, such as credit card number, that information is encrypted and is protected with encryption software (128-bit SSL) provided by PayPal, Inc. which is the third-party transaction processor used by SheaNetics. While on a secure page, such as the order form, the golden lock icon on the bottom right corner of modern web browsers such as Mozilla Firefox and Microsoft Internet Explorer becomes locked, as opposed to un-locked, or open, when users are just 'surfing'. The SSL Secured Lock icon may also be located in the right section of the Browser's "Address Bar" area, depending on the program being used to access the internet.

While the PayPal, Inc. online transaction processors use 128-bit SSL encryption to protect sensitive information online, SheaNetics also takes further precautions-to protect user-information off-line. User information, not just the sensitive information mentioned above, is restricted in our offices. Only employees who need the information to perform a specific job (for example, our billing clerk or a customer service representative) are granted access to personally identifiable information. Finally, the servers that store personally identifiable information are in a secure environment as above described.

Online Payments:

Online order payments from the SheaNetics.com website are processed by PayPal, Inc. PayPal, Inc is an independent third party service provider not owned or affiliated by SheaNetics. PayPal, Inc. is the source for the following information which is provided "as is" for your understanding of their services and protocols. SheaNetics accepts no responsibility for the accuracy of the information provided nor does it recommend or endorse PayPal in any way.

What Is PayPal?

PayPal is a Payment Service Provider. PayPal helps you make payments to and accept payments from third parties. PayPal is the safer, easier way to pay online. It allows you to pay with your credit card without exposing your credit card number to the merchant.

Secure:

- Never expose your credit card number to the merchant.
- 100% protection against any unauthorized payments sent from your account.
- Every purchase confirmed with an email receipt.

Convenient:

- Speed through checkout whenever you shop online.
- Pay with your credit card, debit card, or bank account. Your choice.
- No need to retype your financial information.

Is PayPal safe to use?

PayPal protects your financial information with industry-leading security and fraud prevention systems. When you use PayPal, your financial information is not shared with SheaNetics. Once your payment is complete, you will be emailed a receipt for this transaction. PayPal provides SheaNetics with your Name and Mailing Address so that we may process your order. Your credit card or bank information is never shared with our company.

For more information regarding PayPal's Privacy Policy, please see the following URL:

<https://www.paypal.com/us/cgi-bin/webscr?cmd=p/gen/privacy-outside>

For information on PayPal's User Agreement, please see the following URL:

https://www.paypal.com/ua/US_en_US/ua.pdf

How can you contact SheaNetics LLC?

If you have questions regarding our Privacy Policy or other areas of our Web site, please [contact us](#). Your feedback is always welcome and appreciated.