

Privacy Policy

At The Rhythm of Business, Inc. your privacy is very important to us. The purpose of this privacy policy (“Policy”) is to provide you with a description of the types of information we collect about you when you visit our site at www.rhythmofbusiness.com (the “Site”), and how we use that information. By visiting or using the Site, you are accepting the provisions of this Policy. If you do not agree to the terms of this Policy, please do not use this Site.

This Policy only applies to information collected while you are on our Site pages. These pages may contain links to other Web sites, including sites of third parties. Please be aware that when you click on a link that takes you to another Web site, any information you provide, including financial information, is subject to the privacy policy of that site. The Rhythm of Business, Inc. does not control and is not responsible for the practices of such sites. This Policy does not apply to the practices of companies that The Rhythm of Business, Inc. does not own or control, or to people that we do not employ or manage. Information contained in this Policy may be changed or updated without notice at any time.

1. Information We Collect

We collect and store information that you voluntarily provide to us as well as data related to your Site visit and usage. We collect personally identifiable information (including, but not limited to, name and e-mail address) that is voluntarily provided to us by you. For example, you voluntarily provide personally identifiable information when you send us an email,

or use certain features of the Site such as the Contact feature, or register with us.

2. Methods we Use for Gathering Information: Usage Tracking

The Rhythm of Business, Inc. analyzes user traffic patterns throughout its Site. We do not attempt to identify individual visitors to our web site, but we may collect data on general types of users based on domain name or browser type. This information is obtained directly from the user's web browser identification information.

3. Use of Cookies

A cookie is a short line of text that is created by a web site and stored in a file on your computer. Cookies are used to store information about your preferences and activity during and after your visit to a web site. Cookies are also used widely in electronic commerce programs to keep track of which items a user has selected for purchase. Cookies cannot gather any information from your computer other than which you provide directly or that which is provided routinely by your browser software. Any user has the right and ability to refuse or delete cookies. However, such refusal or deletion may prevent the user from properly using the site's cookie-dependent features.

4. How We Use Information

Information we collect is generally used for the following purposes:

- To build features that will make the services available on our site easier to use. This includes faster search

requests, better user support and timely notice of new services and special offers.

- To improve our marketing and promotional efforts, to analyze site usage, improve our content and product offerings, and customize our Site's content, layout, and services. These uses improve our services and better tailor them to meet your needs.
- To resolve disputes, troubleshoot problems and enforce our Terms and Conditions of Use. At times, we may look across multiple users to identify problems or resolve disputes.

5. Disclosure of Information

We do not sell or rent personally identifiable information to third parties who are not affiliates of The Rhythm of Business, Inc. We may disclose personally identifiable information to appropriate affiliates, including strategic alliance affiliates, to respond to a request for service or to provide information about available products or services, and to third party service providers. We may share aggregate information with certain third parties such as advertisers, national industry organizations, and prospective affiliates.

In addition, we reserve the right to disclose aggregate information and personally identifiable information to third parties as required or permitted by law and when we believe that disclosure is necessary to protect our rights. We reserve the right to disclose personal information when we believe that such disclosure is appropriate to comply with the law or a request by a government official, to protect the rights or property of The Rhythm of Business, Inc., or to enforce our Terms and Conditions of Use. In the event that The Rhythm of

Business, Inc. or substantially all of its assets are acquired by a third party, personally identifiable information may be some of the transferred assets.

6. Agents

We employ other companies and individuals to perform functions on our behalf. Examples include fulfilling orders, delivering packages, sending postal mail and e-mail, removing repetitive information from member lists, analyzing data, providing marketing assistance, processing credit card payments, and providing member services. They have access to personal and information needed to perform their functions, but may not use it for other purposes.

7. Children's Privacy

This website serves general users of the World Wide Web. This Site is intended for adult use only. We support and comply with the Childrens Online Protection Act (COPPA) and we do not knowingly collect information from children under the age of 13, nor do we share such information with third parties. UNDER NO CIRCUMSTANCES ARE PERSONS 13 YEARS OF AGE OR YOUNGER PERMITTED TO SUBMIT CONTACT, DEMOGRAPHIC OR BILLING INFORMATION. Children under the age of 18 may use this website only with the involvement of a parent or guardian.

8. Contact Us

To contact us with your questions or comments regarding this policy or the information collection and dissemination practices of this Site, please email us at info@rhythmofbusiness.com.

Terms and Conditions of Use

1. Acceptance of Terms of Use

The terms and conditions stated below, along with the policies and guidelines located throughout this Site (collectively herein the “Terms of Use”) govern your use of this Site (“Site”). By visiting any area on this Site you are deemed to have accepted the Terms of Use.

We occasionally change these Terms. Refer to this website for changes.

2. Privacy Policy

Information about you is subject to our Privacy Policy. For more information, see our full Privacy Policy.

3. Use of Information and Ideas Submitted

There may be links on this Site that will permit you to travel to other, third-party sites over which The Rhythm of Business, Inc. has no control. The Rhythm of Business, Inc. makes no representations whatsoever about the content of any of these other web sites, or about any of the links contained in the web sites which you may access through this Site. The Rhythm of Business, Inc. does not endorse or accept any responsibility for the content, or use, of any such linked web sites.

4. Disclaimer of Warranties

All materials and information available through our Site are provided “as is” and “as available”, and without warranties of any kind, express or implied. We do not warrant that the

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IN NO EVENT WILL THE RHYTHM OF BUSINESS, INC. BE LIABLE TO ANY PARTY FOR ANY DIRECT, INDIRECT, SPECIAL OR OTHER CONSEQUENTIAL DAMAGES FOR ANY USE OF THIS SITE, OR ON ANY OTHER HYPER-LINKED WEB SITE, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA ON YOUR

INFORMATION HANDLING SYSTEM OR OTHERWISE, EVEN IF WE ARE EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages; In such jurisdictions The Rhythm of Business, Inc.'s liability shall be limited to the extent permitted by law.

6. Indemnification

You understand and agree that you are personally responsible for your behavior on the Site. You agree to indemnify, defend and hold harmless The Rhythm of Business, Inc., its parent companies, subsidiaries, affiliated companies, joint venturers, business partners, licensors, employees, agents, and any third-party information providers from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and attorneys' fees, resulting from or arising out of your use, misuse, or inability to use the Site, or any violation by you of these Terms of Use.

7. The Rhythm of Business, Inc.'s Proprietary Rights

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affiliated with, connected to, or sponsored by The Rhythm of Business, Inc., its affiliates or its subsidiaries.

10. Choice of Law and Forum

Any action related to these Terms of Use will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply. You agree that any legal proceeding arising out of or in connection with these Terms of Use shall be brought in a state or federal court in Boston, Massachusetts, and hereby waive any jurisdictional or venue defenses otherwise available to you.

11. Severability and Integration

Unless otherwise specified herein, these Terms of Use and the Privacy Policy constitute the entire agreement between you and The Rhythm of Business, Inc. and its affiliates with respect to this site and supersedes all prior or contemporaneous communications and proposals (whether oral, written, or electronic) between you and The Rhythm of Business, Inc. If any part of these Terms of Use or the Privacy Policy is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

12. Parties in Interest

Nothing in these Terms of Use is intended to confer any rights or remedies under or by reason of these Terms of Use on any persons other than the parties to these Terms of Use.

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