

# Terms of Use

## Limitations and Terms of Use

It is important that you read the following terms of use that relates to the use of this site and all the sites listed below that come under our brand, Urban62 Marketing, LLC, an entity registered in the State of Idaho. ***By using any of these sites, you agree to these and all other specified terms of use.*** We reserve the exclusive right to modify these terms at any time. It is suggested that you check back periodically to review for important updates. By using any of these online venues, websites, and social media portals, after we post any changes to these terms, you unconditionally agree to take full responsibility and accept any changes, regardless of whether or not you have reviewed them or have received a notification about them. If at any time you find these terms of use to be unacceptable, then please do not use our website(s) or any of our online venues, including all social media portals. All information included in the TERMS OF USE and the PRIVACY POLICY is subject to change at any time, at our sole discretion.

The TERMS OF USE specifically apply to your use of all of the websites, online venues, social media portals, and services owned, hosted, or operated by Urban62 Marketing, LLC (collectively “we,” “us,” or “our”), including but not limited to; Vertically Empowered, [www.verticallyempowered.com](http://www.verticallyempowered.com), Casper Creations, Casper Creations Photography, [www.martincasper.com](http://www.martincasper.com), Urban62 Marketing, Urban62 Marketing & Writing, Urban62 Marketing, LLC as well as any other site that we have had any ownership stake in, do currently own and operate, or may own or operate in the future; including any Social Media Sites (collectively, the “Sites”). Unless otherwise stated in writing, all references to the Sites in these TERMS OF USE include all such Sites under our direct control. The TERMS OF USE does not apply to your use of any site or online venue, which any of our respective Sites may link or direct you to now, or in the future, nor do we assume any liability for such non-affiliated sites.

All content on these Sites, including the Sites themselves, are protected by respective copyright and trademark laws. All Sites are the property of Urban62 Marketing, LLC and their subsidiaries. Unless otherwise specified, you may freely access and use any of the information, including training materials, within the Sites for your non-commercial use. You must obtain express written consent from us or from any other entity that has a right to, or ownership in any intellectual property on any of the Sites, prior to you displaying, publishing, or distributing any material from any of the Sites. You do not have permission to make any alterations, changes, or modifications to any content or

information on these Sites for the purposes of distribution, sales, or financial gain. By using the Sites, you agree to abide by all restrictions, including all copyright notices.

We will not peruse, review, or consider any submissions or suggestions for topics and/or content to be used within our Sites, articles, or products, unless requested by us in an official offer through one of our Sites or by official copy. This is not intended as contrarian but is necessary to prevent any confusion or misunderstanding, while in the course of doing business if we were to develop a product of some sort that seemed similar in nature to an idea or concept that was submitted without official offer or request by our company. Do not send us any creative, thought-provoking ideas or strategies, especially those of a confidential or personal nature. To be clear, if you choose to send us any idea, suggestion, or material ("Submission"), it shall become our exclusive property.

We will not be obligated in any way to any type of confidentiality, copyright, or trademark demand in accordance with any unauthorized Submission. We will not be liable for any use or disclosure of any unauthorized Submission that you may provide whether intended or out of mistaken negligence by you, your firm, or someone who represents you. In the case that you, or someone who represents you or your firm submits something to us that is unsolicited, we will exclusively own all rights to the Submission worldwide. We will be entitled to the unrestricted use of the Submission without expiration, for any purpose, without compensation or notification to the provider of the Submission.

Users of our Sites hereby understand that any tools, strategies, tactics, materials, and information presented on our Sites are copyrighted and owned by Urban62 Marketing, LLC, so users agree not to mimic, copy, distribute, record, teach, or train from the information provided on these Sites without our express written permission.

At our discretion, we may choose to suspend or terminate the account of any individual or entity that violates any of the TERMS OF USE (which includes any behavior that we deem inappropriate). We retain, the exclusive right to remove any comments, messages, or other material that we consider to be offensive, abusive, defamatory, obscene, racist, bigoted, spam, infringing, or otherwise unacceptable.

### **Disclaimers & Limitation of Liability**

We do not maintain, create, endorse, or take any responsibility for the content, advertising, products, or other materials made available through any other site or online venue, including those we link to. You the User (individual or entity) assume all liability, directly or indirectly, for any loss or damage that is a result, or is alleged to have been the result of your use (in any way) of any content, goods or services available on these Sites or any other Site. Other Sites may link to our Sites by permission only. To seek

our permission, you may contact us at the address noted at the bottom of this page. We reserve the right to review, reject, and terminate any permission granted to any entity or individual in which we approve or previously approved, linking to our Sites, for any reason.

All information of any type, including but not limited to any services offered, products, claims, and materials that are located on any of our Sites are devoid of any warranty of any kind, either expressed or implied. There are no guarantees offered of any type, period. We disclaim all warranties, expressed or implied, including but not limited to implied effectiveness of the ideas or success strategies listed on this site as well as those that are provided in our products. Neither we nor any of our respective partners, licensors, or suppliers warrant that any operations or functioning modalities contained in the Sites will be uninterrupted or error-free, that defects will be corrected, or that the Sites or the server that makes them available are free of viruses or other harmful components. Neither we nor any of our respective partners, licensors, or suppliers warrant or make any representations regarding the use or the results of the use of the services, products, information, or materials in this site in terms of their correctness, accuracy, reliability, or otherwise. You (and not we or any of our respective partners, licensors, or suppliers) assume the entire cost of all necessary servicing, repair, or correction to your system. We do not endorse, warrant, or guarantee any speaker(s), product(s) or service(s) offered on the Sites or those we link to. We have no involvement with, and do not monitor any transaction between users and third-party providers of products or services.

Under no circumstances that includes but is not limited to any type of negligence, will we or any of our partners, licensors, suppliers, or developers, be liable for any type including but not limited to any special, unintended, or unique damages that result from the use or inability to use any material(s) or information on any of the respective Sites. This includes any products or services provided pursuant to the Sites, even if advised of the possibility of such damages. You agree that, if by law this loss did not apply to you, in no event shall the total liability potentially due you by us, or any of our partners, licensors or suppliers, for any and all damages, losses, and causes of action (whether in contract, tort, or otherwise) exceed the amount paid by you to us, if any, for accessing the Sites.

Under no circumstances will we be held responsible or liable, directly, or indirectly, for any loss or damage that is caused or alleged to have been caused to you in connection with your use of any advice, goods, or services you receive from a guest speaker on our Sites or at one of our events.

The information contained in or made available through the Sites is never a substitute for the services of trained professionals in any field, including but not limited to; real

estate, mortgage, financial, investment, medical, psychological, tax accounting, or legal matters.

Before you begin any type of exercise endeavor, you should always consult a doctor or otherwise qualified healthcare practitioner in all matters relating to physical or mental health, particularly concerning any symptoms that may require diagnosis or medical attention. We and our partners, licensors, or suppliers make no representations or warranties concerning any treatment, action, or application of medication or preparation by any person following the information offered or provided within or through the Sites. Neither we nor our partners, or any of their affiliates, will be liable for any direct, indirect, consequential, special, exemplary, or other damages that may result, including but not limited to economic loss, injury, illness, or death. You alone are responsible and accountable for your decisions, actions, and results in life, and by your use of the Sites, you agree not to attempt to hold us liable for any such decisions, actions, or results, at any time, under any circumstance.

### **Earnings Disclaimer**

We do not advise, support, or teach any type of programs that incurs high risk or could be construed as a “Get Rich Quick” scheme in any way, shape, or form. Our passion is to provide you with a common-sense approach by building value and provide you with tools that you can use to improve your life and aid in building your career. This amounts to focused determination and hard work. Our passion is to serve others and provide an environment that emulates this message. Our intent is to help you share your message and build excellence to help foster the growth of your brand through discipline and a high level of professionalism. Products and training apart from the writing services our company provides are for educational and informational purposes only. ***As required by law, we cannot and will not make any guarantees about your ability to get results or earn any money with our ideas, information, tools, or strategies. Nothing on this page, any of our websites, or any of our content or curriculum is a promise or guarantee of results or future earnings, and we do not offer any legal, medical, tax or other professional advice. Any financial numbers referenced here, or on any of our sites, are illustrative of concepts only and should not be considered average earnings, exact earnings, or promises for actual or future performance.*** Making decisions based on any information presented in our products, events, services, or web site(s), should be done only with a clear understanding that you could experience risk or losses just like any business or entrepreneurial endeavor. Use caution and always consult your personal professional advisors, i.e. accountants, attorneys, or your personal professional financial advisor before acting on this or any information related to a lifestyle change, your business, or your finances. You are completely responsible and accountable for your decisions, actions, and results in all matters of life, personally as well as professionally. By your complete understanding

and willingness to register in one of our programs, you agree not to attempt to hold us liable for your decisions, actions, or results, at any time, under any circumstance.

# Privacy Policy

## Parental Review

The Sites are not directed to children under the age of 18 and we will not knowingly collect any type of personally identifiable information from children under 18. We will not knowingly communicate in any way with any child under the age of 18, as we feel strongly that parents should be involved with anyone under the age of 18 who desires to foster the entrepreneurial spirit. We strongly recommend that parents take an active role in their children's time spent surfing the web. We also strongly advocate monitoring any online services their children may subscribe to, and to use their browser's parental controls to limit areas of the Internet which their children may be able to access without their consent. We may, at our discretion, require users under 18 to obtain the consent of a parent or guardian to view certain content. This Site and all Sites operated by Urban62 Marketing, LLC do NOT subscribe to, NOR contain ANY adult content of any kind. If ANY adult content is noted, it will be promptly removed and if it is discovered that adult type content has been uploaded or promoted on any of our Sites by a user, they will immediately be terminated from all Sites, banned from further access, and will forfeit any tuition or fees of any kind through the date of termination. You agree to abide by any such restrictions, and not to help anyone avoid these restrictions.

## Privacy & Security

We are committed to protecting your privacy and security and have explained in detail the steps we take to do so. We do not represent that materials on the site are appropriate or available for use in locations outside of the United States of America, therefore any individual who chooses to access this site from other locations does so by their own choice, and is completely responsible for compliance with all local laws, if and to the extent local laws are applicable.

The Site may contain links to other websites. These sites may request information from you. In such instances, the collection and use of your personal information will be governed by the privacy policies applicable to that site. We do not control the privacy policies, contents or links that appear on those respective sites. We strongly encourage you to review the privacy policies of any third-party sites or services before providing any of them with your personal information.

## Information We Collect

We do collect certain of your information, in order to record and support your participation in any activities that you voluntarily choose. If the activity, training, product, or services incurs a fee of any type and if you elect to engage in these activities, we may ask that you provide us personal information, such as your first and last name, mailing address (including ZIP code), e-mail address, telephone, credit card, and other personal information. If you do not provide the mandatory data with respect to a particular activity, you will not be able to engage in that activity. We will NOT ask for any type of payment information via unsecure portals. All payments will be submitted through a bona-fide and secure online payment processing system. In all cases, we will collect personal identification information from you only if you voluntarily submit such information to us. We will also tell you how we use your information or if we share it with another party. Except as otherwise provided in this policy, we will never intentionally disclose any personal identification information about you as an individual user to any third party without having received your express written permission. It is expressly understood by you, that in the online world of today, that there is the risk of compromised personal and financial information due to security breaches with respect to third party processors. We highly recommend that you review the privacy policies of any third party processor that may be used in the course of doing business through our Sites. Furthermore, you agree to indemnify Urban62 Marketing, LLC and its subsidiaries from any losses that you incur from any security breach of any type.

If you supply us with your contact information you may receive periodic e-mails, mailings or calls from us with information on new products and services, important issues, or upcoming events. If you wish to be removed from any postal, email, phone, or other lists, please let us know by emailing us at [info@urban62.com](mailto:info@urban62.com). You can also write us or call us at the contact information noted at the bottom of this page. Please provide us with your exact name, email address, mailing address, and phone. We will be sure your name is removed from the appropriate lists immediately and you will not be contacted again. When you use our Sites, we and/or our authorized technological service provider(s), may also collect certain technical and routing information from you to help facilitate your use of the Site and its services. We use this information to administer the Site, as well as to get a better qualitative understanding of traffic patterns on the Site so that we can clearly define which areas of our Sites attract our users, as well as which areas need improvement, and what technologies are being used so that we may continually improve our sites and your experience. This information is collected in aggregate form, without identifying you or any user individually. We may use this aggregate, non-identifying statistical data for statistical analysis, marketing, or similar promotional purposes. This data is usually tracked by us or through our technological service provider(s) by the use of "cookies" during your visit. A cookie is small amount of data that is transferred to your browser by a web server and can only be read by the server that gave it to you. It functions as your Internet ID card that enables us to record

your passwords, purchases, and preferences. It cannot be executed as code or deliver viruses. Most browsers are initially set to accept cookies. You can set your browser to notify you when you receive a cookie, giving you the chance to choose whether or not to accept it. (For some web pages that require an authorization, cookies are not optional). Users choosing not to accept cookies will probably not be able to access those respective pages.

### **Special Circumstances**

While we are committed to keeping your information secure and private, there are exceptions to this privacy policy. We will release specific information about you or your account to comply with any valid legal inquiry or process such as a search warrant, subpoena, statute, or respective court order. We will also release specific information to law enforcement in special cases, such as if there is an attempted breach of the security of the Sites, or there is some sort of threat that has been identified that can affect your safety or the safety of others. We may also transfer user information, including personally identifiable information, in connection with a corporate merger, consolidation, the sale of related assets or corporate division or other fundamental corporate change. Further, the information you enter when making a purchase will be shared with payment processors, financial gateways, and your credit card company to authorize credit card payments. Such information may also be shared with necessary third parties solely for the purpose of carrying out the transactions. Never give any personal information through an online forum, discussion board, or posting site, as that information can be collected and used by third parties to do you harm. Although we strive to protect our users' privacy, we cannot guarantee the security of information you post in these types of public and unsecure venues. You disclose such information solely at your own risk.

These terms will be governed in accordance with the laws of the State of Idaho, without regard to any principles of conflicts of law. You agree that any action at law or in equity that arises out of or relates to these terms will be subject to mediation in the State of Idaho. If any of these TERMS of USE are found unlawful, void, or for any reason unenforceable, then that provision will be considered to be severable from the remaining terms of use. This will not affect the validity and enforceability of the remaining provisions. These terms may only be modified by our posting of any changes to the TERMS of USE policy on our Sites.

If you have any questions about any of the terms of use, you may contact us at:

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