

4N6 FANATICS.COM, LLC PRIVACY POLICY / TERMS OF SERVICE

Privacy Policy

It is 4N6 Fanatics.com, LLC's policy to respect your privacy regarding any information we may collect while operating our website <u>https://4n6speechdrama.com/</u>. This Privacy Policy applies to (hereinafter, "us", "we", or "4N6 Fanatics.com, LLC."

We respect your privacy and are committed to protecting personally identifiable information you may provide through the Website. We have adopted this Privacy Policy to explain what information may be collected on our website and how we use this information. We DO NOT disclose information gathered to third parties.

This Privacy Policy together with the Terms of Service set forth the general rules and policies governing your use of our website.

Website Visitors

Like most website operators, 4N6 Fanatics.com, LLC collects non-personally identifying information, such as the browser type, language preference, referring site, and the date and time of each visitor request. We use this information for internal reference only to better understand how our visitors use the website.

Gathering of Personally Identifying Information

4N6 Fanatics.com, LLC also collects potentially personally identifying information like Internet Protocol (IP) addresses for logged-in users. 4N6 Fanatics.com, LLC uses this information for internal reference only.

E-commerce

Those who engage in financial transactions with 4N6 Fanatics.com, LLC by purchasing a membership with a credit card are asked to provide additional financial information required to process those transactions. Credit card transactions are processed through PAYPAL. No credit card information is kept on file by 4N6 Fanatics.com, LLC.

Privacy Policy Changes

Although most changes are likely to be minor, 4N6 Fanatics.com, LLC may change its Privacy Policy from time to time, and at our sole discretion. 4N6 Fanatics.com, LLC encourages visitors to frequently check this page for any changes to its Privacy Policy. Your continued use of this site after any change in this Privacy Policy will constitute your acceptance of such change.

406 Fanatics FORENSICS SPEECH & DRAMA

Governing Law

Any claim relating to the 4N6 Fanatics.com, LLC Website (<u>https://4n6speechdrama.com/</u>) shall be governed by the laws of the State of Oregon without regard to its conflict of law provisions. At our sole discretion, we may require you to submit any disputes arising from the use of these Terms of Service or the website, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Oregon law.

Links to External Sites

Our service contains links to external sites not operated by us. 4N6 Fanatics.com, LLC is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by 4N6 Fanatics.com, LLC of the site. We have no control over, and assume no responsibility for the content, privacy policies or practices of any third-party sites, products or services. Hyper-links are to be accessed at the user's own risk.

Limitations of Liability

In no event will 4N6 Fanatics.com, LLC, its owners, employees, officers or directors be liable for damages of any kind, under any legal theory, arising out of or in connection with your use, or inability to use, the website, any websites linked to it, any content on the website or such other website or any services or items obtained through the website or such other websites, including any direct, indirect, special, incidental, consequential or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable. The foregoing does not affect any liability which cannot be excluded or limited under applicable law.

Disclaimer of Warranties

4N6 Fanatics.com, LLC cannot and does not guarantee or warrant that files available for downloading from the Internet will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures to satisfy your specific requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. 4N6 Fanatics.com, LLC will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the website or any services or items obtained through the website or to your downloading of any material posted on it, or on any website linked to it. The foregoing does not affect any warranties which cannot be excluded or limited under applicable law.

Revisions and Errata

The materials appearing on <u>https://4n6speechdrama.com/</u> could include citational or typographical errors. 4N6 Fanatics.com, LLC strives to ensure that the materials on its website are accurate,



complete and current; however, due to the fluid nature of the internet, it cannot guarantee and does not warrant them to be so. We may make changes to the materials contained on our website at any time without notice.

Terms of Service

- 1. Each membership to 4N6 Fanatics is for 365 calendar days from the date of activation.
- 2. Memberships are school-based and school-specific. Multiple schools within the same district must have their own membership to 4N6 Fanatics.com
- 3. Membership provides 24/7 access to all coaches and students at the Member School.
- 4. An approved PO or payment is required for the activation of each new membership.
- 5. Accounts activated with an approved PO have ~ net 45 days to submit payment.
- 6. Payments not received within ~ 45 days will be suspended until payment arrives.
- 7. Member Schools are assigned 2 log-in credentials to access the 4N6 Fanatics website.
 - a. One (1) Coach USER ID/PASSWORD that ALL coaches use.
 - b. One (1) Student USER ID/PASSWORD that ALL students use.
 - c. YOU MAY NOT share your log-in with students or coaches outside your school
- 8. Multiple students/coaches can access the website simultaneously.
- 9. Coaches can block student access to the VAULT OF CUTTINGS.
- 10. Downloads from the VAULT OF CUTTINGS are unlimited. NO extra fees are charged.
 - a. Permission is granted for team, non-commercial use only.
 - b. You may modify introductions and cuttings to suit the needs of your team.
 - c. YOU MAY NOT use the materials for any commercial purpose.
 - d. YOU MAY NOT post any VAULT selection on another website.
 - e. YOU MAY NOT share VAULT files with people outside your school.
- 11. Automatic renewals are NOT used by 4N6 Fanatics. Member coaches receive an e-mail prior to the expiration of the membership to determine if the account will be renewed.
- 12. USER IDs and PASSWORDs are updated by 4N6 Fanatics upon renewal or coaching change to ensure the security of the school membership.
- 13. Sharing violations may result in the termination of your membership.

Contact Information

If you have any questions about this Privacy Policy or Terms of Service, please contact us.

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