

# **Terms and Conditions**

## **OVERVIEW**

This website is operated by The Prospecting Expert. Throughout the site, the terms “we”, “us” and “our” refer to The Prospecting Expert. The Prospecting Expert offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Our training is hosted on JigsawBox. They provide us with the online training platform that allows us to deliver these products and services to you.

## **SECTION 1 - ONLINE TRAINING TERMS**

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

## **SECTION 2 - GENERAL CONDITIONS**

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

### **SECTION 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION**

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

### **SECTION 4 - MODIFICATIONS TO THE SERVICE AND PRICES**

Prices for our products and services are subject to change without notice.

We reserve the right at any time to modify or discontinue the service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

### **SECTION 5 - PRODUCTS OR SERVICES (if applicable)**

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities.

We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at

the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

## **SECTION 6 - ACCURACY OF BILLING AND ACCOUNT INFORMATION**

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/ phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

Your satisfaction is guaranteed. If at anytime you are not satisfied with your purchase, please notify Jane ([jane@theprospectingexpert.com](mailto:jane@theprospectingexpert.com)) and she will assist you for a full or partial refund.

## **SECTION 7 - OPTIONAL TOOLS**

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

## **SECTION 8 - THIRD-PARTY LINKS**

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

## **SECTION 9 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS**

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

## **SECTION 10 - PERSONAL INFORMATION**

Your submission of personal information through the store is governed by our Privacy Policy, below.

## **SECTION 11 - ERRORS, INACCURACIES AND OMISSIONS**

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

## **SECTION 12 - PROHIBITED USES**

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

## **SECTION 13 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall The Prospecting Expert, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of

any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

#### **SECTION 14 - INDEMNIFICATION**

You agree to indemnify, defend and hold harmless The Prospecting Expert and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

#### **SECTION 15 - SEVERABILITY**

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

#### **SECTION 16 - TERMINATION**

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

#### **SECTION 17 - ENTIRE AGREEMENT**

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

## **SECTION 18 - GOVERNING LAW**

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of PO Box 3 Elko New Market Minnesota USA 55020.

## **SECTION 19 - CHANGES TO TERMS OF SERVICE**

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

## **SECTION 20 - CONTACT INFORMATION**

Questions about the Terms of Service should be sent to us at [steve@theprospectingexpert.com](mailto:steve@theprospectingexpert.com).

## **SECTION 21 - PRIVACY POLICY**

Last updated: February, 2018

This policy is designed to assist you in understanding how we collect, disclose, and safeguard the aggregate information about your use of the site which we collect when you visit and browse our site and the personally identifiable information you provide to us via the site. Please note that when you link from our site to other web sites, this privacy policy no longer applies. We encourage you to take the time to read this privacy policy and also those of any other sites you visit, whether through a link on this site or otherwise.

We may revise the terms of this privacy policy from time to time. Additionally, we may in the future add new programs to the site that are subject to new or different privacy terms. You are responsible for checking this privacy policy when you visit our site to review the current policy in effect at that time. Any changes to this privacy policy are effective when posted to the site. By using this site, you agree to the terms set forth in this privacy policy.

### *THE INFORMATION WE COLLECT AND HOW WE USE IT*

Collecting Information About You  
Use of Your Personal Information, if provided  
Use of Your E-mail Address  
Use of Mobile Telephone Numbers, if provided  
Children's Privacy  
Security Policy

You should feel secure in knowing that The Prospecting Expert. does not sell or share personal information with marketers outside of our company for purposes of offering their own products or services.

### *Collecting Information About You*

When you visit our website, We collect information in order to service you, save you time and better respond to your needs. We use “cookie” technology to collect site statistical information and improve your customer experience. Cookies set by The Prospecting Expert do not capture any personally identifiable information, such as your individual e-mail address.

*Our servers automatically collect Site Use Information each time you visit the site.*

The Site Use Information includes but is not limited to the following: the domain names, operating system in use (e.g., Macintosh OS X, Windows), browser (e.g., Netscape, Internet Explorer) and version, the web site that referred you to me, and other similar information. This information may be aggregated to measure the number of visits, average time spent on the Site, pages viewed, time and date of visits, and other similar information. We may use and disclose Site Use Information, for example, to measure the use of our site, explain the utility of our site, and to improve the content of our Site.

You may browse our Website anonymously by choosing not to provide me with any “personally identifiable information (PII),” such as your name or e-mail address, or choosing not to register during your visits to our sites. When you browse this way, We will not link your online activity with the business you may have with me.

### *Use of Your Personal Information*

The Prospecting Expert does not sell or share customer information with entities outside of The Prospecting Expert who may want to market to you their own products and services. You don’t need to take any action for this benefit. The Prospecting Expert uses your information to respond to your information requests, schedule appointments, and notify you of promotions or updates. We also use your information to provide you with a more effective customer experience while on our website. In order to do this, We may process your information or combine it with other information that is publicly available. This enables us to customize your The Prospecting Expert experience and provide you with more relevant offers. The Prospecting Expert may also use the information that We collect from you online to market to you through alternative channels.

The Prospecting Expert may share your information to provide services to you, We may share information with carefully selected “business partners” with whom We work. This includes companies that perform marketing services and other business operations for me. All companies that act on our behalf are contractually obligated to keep all information confidential and to use the customer information only to provide the services We ask them to perform for you and me.

### *Use of Your E-mail Address*

We may use your e-mail address for the following types of e-mail messages:



Occasional Updates and Valuable Offers. We may send you e-mail updates about our products and services.

Regularly Scheduled E-mail Newsletters related to The Prospecting Expert products or services in which you are enrolled.

You can also elect to receive other types of e-mail messages from me, including newsletters, alerts, or notifications. Please note that even if you opt-out of marketing e-mails, We may continue to send you e-mail service notifications that are related to your purchase(s). These include emails that provide account information, answer your questions about a product or service, or confirm a sale.

#### *Use of Mobile Telephone Information*

The Prospecting Expert does not sell or share mobile phone numbers with third parties and will only use the information for the specific communication into which you have agreed.

#### *Children's Privacy*

The Prospecting Expert is not intended for use by children. We do not knowingly solicit data online from, or market online to, children under the age of 13. If We obtain personally identifiable information in error on a child under the age of 13 is collected, We will delete that information from our systems.

#### *Security Policies*

We take reasonable precautions to keep all information obtained from our online visitors secure against unauthorized access and use and we complete scheduled reviews of our security measures. When you voluntarily provide me with information while registering, such as your name and email address your information is encrypted and transferred over a secure connection, available on browsers such as Mozilla Firefox or Microsoft Internet Explorer. The padlock icon found in most browsers will appear locked and the first characters of the website address will change from "http" to "https" if you are accessing a secure server.

We will not deliver vital information via e-mail and recommend you do not use email to send me any personally identifiable information, since it would be unencrypted and can be read by anyone who receives or intercepts it.

At The Prospecting Expert security is about protecting our customers, staff, and business and information resources. The Prospecting Expert uses appropriate security technologies, controls and processes to provide this protection. Everyone working on the The Prospecting Expert team is responsible for taking the actions required to ensure this and compliance with all applicable laws and regulations.