

Terms Of Acceptable Use Policy for IdeasThanksgiving.com

Last updated: Sept., 13, 2009

IdeasThanksgiving.com reserves the right to modify this Policy at any time, effective upon posting of the modified Policy to this URL. Any modifications to this Policy will be made when IdeasThanksgiving.com determines if it is appropriate and it is the responsibility of all users of IdeasThanksgiving.com network to ensure their awareness of any such changes.

Affiliate Programs

Where as an affiliate program offered through a third party's service, like ClickBank® the third party's terms and policies apply.

Different rules and commission plans may exist to separate events and different products.

Anti-Spam E-Mail Policy

The following terms govern and apply to all the domain names, their sub-domains and sub-directories that relate to and constitute the property of IdeasThanksgiving.com. This sets forth our policy with regard to the use of "Spam" marketing techniques in connection with Internet Marketing. In the event that we deem you to be in violation of these policies, we shall immediately revoke your membership rights and close any active account.

We have a strict policy against spamming. We forbid the sending of unsolicited mass Emails or unsolicited Emails of any kind in connection with the marketing of our programs, products and services.

We reserve the right to terminate your account and participation in our programs "for cause" if we deem you to be in violation of our anti-spamming policies. We also reserve the right to suspend your account and participation pending review upon receipt of any complaint or other evidence that you may be engaging in any spamming activity.

We consider spamming to be any activity whereby you directly or indirectly transmit email messages to any email address that has not solicited such email and does not consent to such transmission. We also consider spamming to constitute posting advertisements in newsgroups in violation of the terms of participation in such newsgroup, that are off topic, or in newsgroups that do not specifically permit advertisements. We also consider it spamming when advertisements are placed on message boards or in chat rooms when they are not permitted by the terms of participation in such message boards and chat rooms.

In specific:

{*}IdeasThanksgiving.com strictly prohibits harassment, whether through language, frequency, or size of messages. Forging of header information is not permitted.

{*}IdeasThanksgiving.com does not allow unsolicited mail (UCE). This includes "Spamming" and "Bulk Mail" sent to persons who have otherwise not requested to receive such mail. The reason for this is that not only is it generally frowned upon by the internet community, but it also demands extra bandwidth to handle the effects of such mail. Users' accounts found to be sending UCE will be terminated without notice.

{*}IdeasThanksgiving.com prohibits the emailing to email addresses that you have purchased from any type of "optin lead providing service".

It is explicitly prohibited to send unsolicited mail messages ("Junk mail" or "spam") of any kind (commercial advertising, political tracts, announcements etc.). Users may not forward or propagate chain letters nor malicious e-mail. A user may not solicit mail for any other address other than that of the user, except with full consent of the owner of the referred address.

Complaints regarding Illegal Use or System or network Security issues, Email abuse, or Spamming should be reported to: Webmaster[at]IdeasThanksgiving.com (Replace [at] with @)

Privacy Policy

IdeasThanksgiving.com is committed to protecting the privacy of our online visitors. We collect information from online visitors who ask to be on our newsletter/lists and/or receive periodic email announcements. Anyone who wishes can choose to be removed from our mailing list at any time.

In addition, online visitors who wish to purchase a membership through our Web site must provide their name, email address, mailing address, phone number, and credit card number and expiration date. All credit card transactions occur over a secure connection.

All online visitor data collected by IdeasThanksgiving.com is protected against unauthorized access. ***We will not sell, trade, or give your personal information to other companies or organizations.***

IdeasThanksgiving.com strives to offer their visitors the many advantages of Internet technology and to provide an interactive and personalized experience. We may use Personally Identifiable Information (your name, e-mail address, street address, telephone number) subject to the terms of this privacy policy. We will never sell, barter, or rent your email address to any unauthorized third party.

How we gather information from user

How we collect and store information depends on the page you are visiting, the activities in which you elect to participate and the services provided. For example, you may be asked to provide information when you register for access to certain portions of our site or request certain features, such as

newsletters or when you make a purchase. Like most Web sites, IdeasThanksgiving.com also collects information automatically and through the use of electronic tools that may be transparent to our visitors. For example, we may log the name of your Internet Service Provider or use cookie technology to recognize you and hold information from your visit. Among other things, the cookie may store your user name and password, sparing you from having to re-enter that information each time you visit, or may control the number of times you encounter a particular advertisement while visiting our site. As we adopt additional technology, we may also gather information through other means. In certain cases, you can choose not to provide us with information, for example by setting your browser to refuse to accept cookies, but if you do you may be unable to access certain portions of the site or may be asked to re-enter your user name and password, and we may not be able to customize the site's features according to your preferences.

What we do with the information we collect

Like other Web publishers, we collect information to enhance your visit and deliver more individualized content and advertising. By submitting your information via a form on our website you are signifying your consent that we may use the contact information you submitted to fulfill and answer your request for the information.

Aggregated Information (information that does not personally identify you) may be used in many ways. For example, we may combine information about your usage patterns with similar information obtained from other users to help enhance our site and services (e.g., to learn which pages are visited most or what features are most attractive). Aggregated Information may occasionally be shared with our advertisers and business partners.

Our contributors to "deal time" events including product contributors in other products can be provided with your customer information so that they may fulfill delivery and customer support for the products you have been provided as part of your purchase.

We may use Personally Identifiable Information collected on our sites to communicate with you about your registration and customization preferences; our Terms of Service and privacy policy; services and products offered by us and other topics we think you might find of interest.

Personally Identifiable Information collected by us may also be used for other purposes, including but not limited to site administration, troubleshooting, processing of e-commerce transactions, and other communications with you. Certain third parties who provide technical support for the operation of our site (our Web hosting service for example and our programmers) may access such information. We will use your information only as permitted by law. In addition, from time to time as we continue to develop our business, we may sell, buy, merge, partner, or joint venture with other companies or businesses. In such transactions, user information may be among the transferred assets. We may also disclose your information in response to a court order, at other times when we believe we are reasonably required to do so by law, in connection with the collection of amounts you may owe to us, and/or to law enforcement authorities whenever we deem it appropriate or necessary. Please note we may not provide you with notice prior to disclosure in such cases.

Affiliated sites, linked sites and advertisements

We are not necessarily affiliated with sites that may be linked to this site and are not responsible for their content. The linked sites are for your convenience only and you access them at your own risk. Links to other websites or references to products, services or publications other than those of IdeasThanksgiving.com, do not imply the endorsement or approval of such websites, products, services or publications.

In specific:

We expect our partners, advertisers and affiliates to respect the privacy of our users, visitors, customers. Be aware, however, that third parties, including our partners, advertisers, affiliates and other content providers accessible through our site, may have their own privacy and data collection policies and practices. For example, during your visit to our site you may link to, or view as part of a frame on our page, certain content that is actually created or hosted by a third party. Also, through us you may be introduced to, or be able to access, information, web sites, features, contests or sweepstakes offered by other parties. We are not responsible for the actions or policies of such third parties. You should check the applicable privacy policies of those third parties when providing information on a feature or page operated by a third party.

While on our site, our advertisers, promotional partners or other third parties may use cookies or other technology to attempt to identify some of your preferences or retrieve information about you. For example, some of our advertising is served by third parties and may include cookies that enable the advertiser to determine whether you have seen a particular advertisement before or were referred to their site while visiting one of our websites. Other features available on our site may offer services operated by third parties and may use cookies or other technology to gather information. We do not control the use of this technology by third parties or the resulting information, and are not responsible for any actions or policies of such third parties.

You should also be aware that if you voluntarily disclose Personally Identifiable Information on message boards or in chat areas, that information can be viewed publicly and can be collected and used by third parties without our knowledge and may result in unsolicited messages from other individuals or third parties. Such activities are beyond the control of this policy.

Minors

We do not knowingly collect personal information from children under the age of 13. If we learn that we have personal information on a child under the age of 13, we will delete that information from our systems. The Internet Company encourages parents to go online with their kids. Here are a few tips to help make a child's online experience safer: Teach kids never to give personal information, unless supervised by a parent or responsible adult. Includes name, address, phone, school, etc. Know the sites your kids are visiting and which sites are appropriate. Look for Web site privacy policies. Know how your child's information is treated. Check out the FTC's site <http://www.ftc.gov/bcp/online/edcams/kidzprivacy/index.html> for more tips on protecting children's privacy online.

Database Ownership, License, and Use

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We grant you a non-exclusive, non-transferable license to use database(s) accessible to you subject to these Terms and Conditions. The database(s) may be used only for viewing information or for extracting information to the extent described below.

You agree to use information obtained from our databases only for your own private use or the internal purposes of your home or business, provided that is not the selling or broking of information, and in no event cause or permit to be published, printed, downloaded, transmitted, distributed, reengineered, or reproduced in any form any part of the databases (whether directly or in condensed, selective or tabulated form) whether for resale, republishing, redistribution, viewing, or otherwise.

Nevertheless, you may download or print out individual pages of information that have been individually selected, to meet a specific, identifiable need for information which is for your personal use only, or is for use in your business only internally, on a confidential basis. You may make such limited number of duplicates of any output, both in machine-readable or hard copy form, as may be reasonable for these purposes only. Nothing herein shall authorize you to create any database, directory or hard copy publication of or from the databases, whether for internal or external distribution or use.

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To the extent you have in any manner violated or threatened to violate IdeasThanksgiving.com and/or his affiliates' intellectual property rights, IdeasThanksgiving.com and/or affiliates may seek injunctive or other appropriate relief through any appropriate judicial way.

If any provision of this agreement is void or unenforceable in whole or in part, the remaining provisions of this Agreement shall not be affected thereby.

Termination

These Terms of Use agreement are effective until terminated by either party. You may terminate this agreement at any time by destroying all materials obtained from us through your purchases and from our sites and all related documentation and all copies and installations thereof, whether made under the terms of this agreement or otherwise. This agreement will terminate immediately without notice at IdeasThanksgiving.com's sole discretion, should you fail to comply with any term or provision of this agreement. Upon termination, you must destroy all materials obtained from this site and any and all other IdeasThanksgiving.com 's sites and all copies thereof, whether made under the terms of this agreement or otherwise.

Earnings Disclaimer

The following terms govern and apply to all the domain names, their sub-domains and sub-directories that relate to and constitute the property of IdeasThanksgiving.com.

EVERY EFFORT HAS BEEN MADE TO ACCURATELY REPRESENT THE INTERNET COMPANY'S PRODUCTS AND THEIR POTENTIAL. THERE IS NO GUARANTEE THAT YOU WILL EARN ANY MONEY USING THE TECHNIQUES AND IDEAS IN THE MATERIALS USED AND PRESENTED BY THE WEBSITES OF THE INTERNET COMPANY. EXAMPLES IN THESE MATERIALS ARE NOT TO BE INTERPRETED AS A PROMISE OR GUARANTEE OF EARNINGS. EARNING POTENTIAL IS ENTIRELY DEPENDENT ON THE PERSON USING OUR PRODUCT, IDEAS AND TECHNIQUES. WE DO NOT PURPORT THIS AS A GET RICH SCHEME.

ANY CLAIMS MADE OF ACTUAL EARNINGS OR EXAMPLES OF ACTUAL RESULTS CAN BE VERIFIED UPON REQUEST. YOUR LEVEL OF SUCCESS IN ATTAINING THE RESULTS CLAIMED IN OUR MATERIALS DEPENDS ON THE TIME YOU DEVOTE TO THE PROGRAM, IDEAS AND TECHNIQUES MENTIONED, YOUR FINANCES, KNOWLEDGE AND VARIOUS SKILLS. SINCE THESE FACTORS DIFFER ACCORDING TO INDIVIDUALS, WE CANNOT GUARANTEE YOUR SUCCESS OR INCOME LEVEL. NOR ARE WE RESPONSIBLE FOR ANY OF YOUR ACTIONS.

MATERIALS IN OUR PRODUCTS AND OUR WEBSITES MAY CONTAIN INFORMATION THAT INCLUDES FORWARD-LOOKING STATEMENTS THAT GIVE OUR EXPECTATIONS OR FORECASTS OF FUTURE EVENTS. YOU CAN IDENTIFY THESE STATEMENTS BY THE FACT THAT THEY DO NOT RELATE STRICTLY TO HISTORICAL OR CURRENT FACTS. THEY USE WORDS SUCH AS ANTICIPATE, ESTIMATE, EXPECT, PROJECT, INTEND, PLAN, BELIEVE, AND OTHER WORDS AND TERMS OF SIMILAR MEANING IN CONNECTION WITH A DESCRIPTION OF POTENTIAL EARNINGS OR FINANCIAL PERFORMANCE.

ANY AND ALL FORWARD LOOKING STATEMENTS HERE OR ON ANY OF OUR SALES MATERIAL ARE INTENDED TO EXPRESS OUR OPINION OF EARNINGS POTENTIAL. MANY FACTORS WILL BE IMPORTANT IN DETERMINING YOUR ACTUAL RESULTS AND NO GUARANTEES ARE MADE THAT YOU WILL ACHIEVE RESULTS SIMILAR TO OURS OR ANYBODY ELSE'S, IN FACT NO GUARANTEES ARE MADE THAT YOU WILL ACHIEVE ANY RESULTS FROM OUR IDEAS AND TECHNIQUES IN OUR MATERIAL.

Facts and information at this website are believed to be accurate at the time they were placed on the website/s. Changes may be made at any time without prior notice. All data provided on our websites is to be used for information purposes only. The information contained on this website and pages within, is not intended to provide specific legal, financial or tax advice, or any other advice, whatsoever, for any individual or company and should not be relied upon in that regard. The services described on this website are only offered in jurisdictions where they may be legally offered. Information provided in our website is not all-inclusive, and is limited to information that is made available to IdeasThanksgiving.com and such information should not be relied upon as all-inclusive or accurate.

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IdeasThanksgiving.com WILL NOT BE LIABLE FOR ANY DAMAGES OR INJURY THAT ACCOMPANY OR RESULT FROM YOUR USE OF ANY OF ITS SITE.

THESE INCLUDE (BUT ARE NOT LIMITED TO) DAMAGES OR INJURY CAUSED BY ANY:

- * USE OF (OR INABILITY TO USE) THE SITE/S AND/OR PRODUCTS
- * USE OF (OR INABILITY TO USE) ANY SITE/S AND/OR PRODUCTS TO WHICH YOU [HYPERLINK FROM OUR SITE/S](#)
- * FAILURE OF OUR SITE/S AND/OR PRODUCTS TO PERFORM IN THE MANNER YOU [EXPECTED OR DESIRED](#)
- * ERROR ON OUR SITE/S AND/OR PRODUCTS
- * OMISSION ON OUR SITE/S AND/OR PRODUCTS
- * INTERRUPTION OF AVAILABILITY OF OUR SITE/S AND/OR PRODUCTS
- * DEFECT ON OUR SITE/S AND/OR PRODUCTS
- * DELAY IN OPERATION OR TRANSMISSION OF OUR SITE/S AND/OR PRODUCTS
- * COMPUTER VIRUS OR LINE FAILURE
- * PLEASE NOTE THAT WE ARE NOT LIABLE FOR ANY DAMAGES, INCLUDING:
 - o DAMAGES INTENDED TO COMPENSATE SOMEONE DIRECTLY FOR A LOSS OR INJURY
 - o DAMAGES REASONABLY EXPECTED TO RESULT FROM A LOSS OR INJURY (KNOWN IN LEGAL TERMS AS "CONSEQUENTIAL DAMAGES.")
 - o OTHER MISCELLANEOUS DAMAGES AND EXPENSES RESULTING DIRECTLY FROM A LOSS OR INJURY (KNOWN IN LEGAL TERMS AS "INCIDENTAL DAMAGES.")

WE ARE NOT LIABLE EVEN IF WE'VE BEEN NEGLIGENT OR IF OUR AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR BOTH.

EXCEPTION: CERTAIN STATE LAWS MAY NOT ALLOW US TO LIMIT OR EXCLUDE LIABILITY FOR THESE "INCIDENTAL" OR "CONSEQUENTIAL" DAMAGES. IF YOU LIVE IN ONE OF THOSE STATES, THE ABOVE LIMITATION OBVIOUSLY WOULD NOT APPLY WHICH WOULD MEAN THAT YOU MIGHT HAVE THE RIGHT TO RECOVER THESE TYPES OF DAMAGES.

HOWEVER, IN ANY EVENT, OUR LIABILITY TO YOU FOR ALL LOSSES, DAMAGES, INJURIES, AND CLAIMS OF ANY AND EVERY KIND (WHETHER THE DAMAGES ARE CLAIMED UNDER THE TERMS OF A CONTRACT, OR CLAIMED TO BE CAUSED BY NEGLIGENCE OR OTHER WRONGFUL CONDUCT, OR THEY'RE CLAIMED UNDER ANY OTHER LEGAL THEORY) WILL NOT BE GREATER THAN THE AMOUNT YOU PAID IF ANYTHING TO ACCESS OUR SITE/S.

INDIRECT OR ATTEMPTED VIOLATIONS OF THIS POLICY, AND ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY ON BEHALF OF IdeasThanksgiving.com CUSTOMER OR A CUSTOMER'S END USER, SHALL BE CONSIDERED VIOLATIONS OF THIS POLICY BY SUCH CUSTOMER OR END USER.

If you do not agree with any of the terms mentioned above please do not use our services.

Jurisdiction and Other Points to Consider

If you use our site from locations outside of the United States, you are responsible for compliance with any applicable local laws.

These Terms of Use shall be governed by, construed and enforced in accordance with the laws of the United States, as it is applied to agreements entered into and to be performed entirely within such jurisdiction.

To the extent you have in any manner violated or threatened to violate IdeasThanksgiving.com and/or its affiliates' intellectual property rights, IdeasThanksgiving.com and/or its affiliates may seek injunctive or other appropriate relief in any state or federal court in the United States, and you

consent to exclusive jurisdiction and venue in such courts.

Any other disputes will be resolved as follows:

If a dispute arises under this agreement, we agree to first try to resolve it with the help of a mutually agreed-upon mediator in the following location: the State of Oregon, United States of America. Any costs and fees other than attorney fees associated with the mediation will be shared equally by each of us.

If it proves impossible to arrive at a mutually satisfactory solution through mediation, we agree to submit the dispute to binding arbitration at the following location: State of Oregon, United States of America. Judgment upon the award rendered by the arbitration may be entered in any court with jurisdiction to do so.

IdeasThanksgiving.com may modify these Terms of Use, and the agreement they create, at any time, simply by updating this posting and without notice to you. This is the ENTIRE agreement regarding all the matters that have been discussed.

Contacting Us.

Email: Webmaster[at]IdeasThanksgiving.com (Replace [at] with @)

Mail: IdeasThanksgiving.com
59 Eaton Street
Lebanon, Oregon 97355