



Fit 40 Dallas

Privacy Policy & Terms of Service

IMPORTANT! THIS PRIVACY POLICY ("POLICY") DESCRIBES FIT 40 DALLAS, PROTECTS, USES AND SHARES ANY INFORMATION WHICH IS PROVIDED BY YOU. BY ACCESSING THE SITE, YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO THIS PRIVACY POLICY AND OUR TERMS OF SERVICE. IF YOU DO NOT AGREE TO THE TERMS OF SERVICE OR OUR PRIVACY POLICY, PLEASE DO NOT USE THE SITE OR ANY SERVICES OFFERED AT THE SITE.

FIT40DALLAS.COM strives to offer its visitors the many advantages of Internet technology and to provide an interactive and personalized experience. We may use Personally Identifiable Information [PIA] (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 users:

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 Free Trial Membership, (e)-newsletters, brochures e-books or when you make a purchase. You may provide information when you participate in sweepstakes and contests, message boards and chat rooms, and other interactive areas of our site.

Like most Web sites, FIT40DALLAS.COM also collect 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 username 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. *We respect your privacy and do not share your information with anyone.*

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. Again, this information does not include any Personally Identifiable Information about you or allow anyone to identify you individually.

We may use Personally Identifiable Information collected on FIT40DALLAS.COM to communicate with you about your registration and customization preferences; our Terms of Service and privacy policy; services and products offered by FIT40DALLAS.COM and other topics we think you might find of interest.

Personally Identifiable Information collected by FIT40DALLAS.COM may also be used for other purposes, including but not limited to site administration, troubleshooting, processing of ecommerce transactions, administration of sweepstakes and contests, and other communications with you.

Certain third parties who provide technical support for the operation of our site (our Web Hosting service for example) 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 or partner 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:

FIT40DALLAS.COM expects its partners, advertisers and affiliates to respect the privacy of our users. 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 a FIT40DALLAS.COM page, certain content that is actually created or hosted by a third party. Also, through FIT40DALLAS.COM you may be introduced to, or be able to access, information, Web sites, features, contests or sweepstakes offered by other parties.

FIT40DALLAS.COM is 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.

Other features available on our site may offer services operated by third parties and may use cookies or other technology to gather information. FIT40DALLAS.COM does not control the use of this technology by third parties or the resulting information and is 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 FIT40DALLAS.COM and this policy.

Children and Minors:

FIT40DALLAS.COM does not knowingly collect or solicit Personally Identifiable Information from or about children/minors under 18 except as permitted by law. If we discover we have received any information from a child/minor under 18 in violation of this policy, we will delete that information immediately.

If you believe FIT40DALLAS.COM has any information from or about anyone under 18, please contact us via email at the address listed below.



Contacting Us:

We can be reached by email: FIT40DALLAS@GMAIL.COM

Changes to this Policy:

FIT40DALLAS.COM reserves the right to change this policy at any time. Please check this page periodically for changes. Your continued use of our site following the posting of changes to these terms will mean you accept those changes. Information collected prior to the time any change is posted will be used according to the rules and laws that applied at the time the information was collected.

Governing law:

This policy and the use of this Site are governed by Texas, USA law. If a dispute arises under this Policy, we agree to first try to resolve it with the help of a mutually agreed-upon mediator in the following location: Texas, USA. 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: Texas, USA, under the rules of the American Arbitration Association.

Judgment upon the award rendered by the arbitration may be entered in any court with jurisdiction to do so. FIT40DALLAS.COM is controlled, operated and administered entirely within Texas, USA. This statement and the policies outlined herein are not intended to and do not create any contractual or other legal rights in or on behalf of any party.

Terms of Service:

Please read these 'terms of service' carefully before using the FIT40DALLAS.COM websites operated by Chris Ownbey and Mike Sbonik. Your access to and use of our services is conditioned on your acceptance of and in compliance with these terms. These terms apply to all visitors, users and others who access or use any of our services.

By accessing or using the services, you agree to be bound by these terms. If you disagree with any part of the terms, then you may not access the services.



When viewing, accessing, or purchasing our information, you agree to respect and use the information in our membership programs, training and other services in a law-abiding manner. We do not allow or condone illegal and unlawful activities including the unapproved use of any of our materials.

We may terminate or suspend your access to our service immediately, without prior notice or liability, for any reason whatsoever, including without limitation, if you breach our terms. All provisions of the terms which by their nature should survive termination, including without limitation ownership provisions, warranty disclaimers, indemnity and limitations of liability.

All rights reserved.

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