

Privacy Policy

Thank You for visiting www.bsmconsulting.com (the “Website”), which is owned and provided by BSM[®] Consulting[®], (including its affiliates) (“BSM[®],” “our,” or “us”). This privacy policy (our “Privacy Policy”) explains how we collect, use, and protect Your information. Our Terms of Use describe the obligations and restrictions You agree to in exchange for being allowed to use our Website. Together, our Privacy Policy and Terms of Use form a legally binding contract between You and us which includes several complicated legal terms. BY ACCESSING, BROWSING, OR OTHERWISE USING THE WEBSITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THIS PRIVACY POLICY.

This Privacy Policy applies to customer information submitted via this website (the “Website”) as well as customer information submitted to BSM[®] through telephone and other traditional communications. In addition, our online terms of use (“Terms of Use”) describe the obligations and restrictions You agree to in exchange for being allowed to use our Website. Together, our Privacy Policy and Terms of Use form a legally binding contract between You and us.

Member Accounts—In order to use certain features of this Website You will have to create an account (“Member Account”) and provide certain personally identifiable information (“Personal Information”), and/or payment information (together with Personal Information, the “Transaction Information”), including, without limitation:

First and last name, email addresses, business telephone numbers, facsimile number, and/or other identifying information that permits BSM[®] to contact You; and

Payment information, including credit card number, card holder name, expiration date and billing address (“Payment Data”).

In compliance with applicable laws, it is our policy to require only the Transaction Information necessary for the specific Transaction that You request; we do not condition Your participation in any specific activity on our Website, including a Transaction, on the disclosure of more information than is reasonably necessary to complete such that specific activity and/or Transaction.

Usage Information—BSM[®] also may use certain web technologies such as “cookies” to track Your use of our Website (“Usage Information”). Your browser may have an option that allows You to reject cookies, but doing so may limit Your use of our Website. Usage Information is anonymous and does not personally identify You. In addition, we may use web beacons (also known as ‘action tags’ or ‘one pixel.gif files’), provided by our advertising serving partner, to measure the effectiveness of, and otherwise manage, our online advertising. These web beacons enable our advertising server to recognize You when You visit the Website and to determine which banner ads bring users to the Website. We do not use spyware, adware or any other similarly intrusive software. The Usage Information BSM[®] collects depends on how You choose to use this Website and/or BSM[®] service offerings.

Use of Information Collected—BSM[®] uses Your Transaction Information for the purposes designated. BSM[®] may use Your Personal Information in connection with customer-relations correspondence and for use in evaluating and improving our customer-relations and assistance programs. We may share Your Transaction Information with our affiliates, as well as with unaffiliated third parties who perform services for BSM[®] or who otherwise are involved in the fulfillment of Your Transaction. In addition, we may require that You provide Your Payment Data to a third party service provider in order to process Your Transaction (“Payment Processor”). In such instance, our Website provides a channel through which You provide Your Payment Data directly to the Payment Processor; we do not store, access, process or transmit such Payment Data on Your behalf.

Finally, BSM[®] also may use Your Transaction Information and/or Usage Information to identify and develop products and services that may be of interest to You and/or share this information with certain third parties to communicate BSM[®] opportunities that may be of interest to You. Authorized parties with whom we may share Your information are subject to terms similar in intent and purpose to those in this Privacy Policy. We do not sell individual customer names or other personally identifiable information to third parties and have no intention of doing so in the future.

Except as otherwise described in this Privacy Policy, BSM[®] does not disclose or release Your Personal Information to third parties; provided that, to the extent permitted by law, BSM[®] may use or disclose Personal Information: (a) for compliance purposes; (b) in connection with legal requests from (i) government authorities or (ii) third parties pursuant to a subpoena or other legal process; (c) to perform payment verifications, debt reporting or collection, or to otherwise protect the rights or property of BSM[®], its employees, customers, or end users; or (d) if we sell or otherwise transfer substantially all of our assets related to any website that we own or operate and any product or service that we offer, in which event, we will require such third party to honor our current Privacy Policy, until the third party provides You with notice of changes to the Privacy Policy and permits You to exercise any rights You may have under applicable law to limit disclosures of information about You.

Reviewing/Changing Personal Information—You can review and edit any of the Personal Information You have provided through this Website at any time by logging into Your account.

Opting-Out—You may opt-out of receiving communications about special offers or programs from BSM[®] or other information for which You subscribed by clicking on a link provided at the bottom of the email communication.

Security of Personal Information—BSM[®] takes reasonable precautions and has implemented reasonable technical measures intended to protect against the risks of unauthorized access to, erroneous disclosure of, and unlawful interception of Your Transaction Information, including by requiring our Payment Processor to comply with applicable laws and industry standards and by employing Secure Sockets Layer

(SSL) encryption technology supported by most versions of Microsoft Internet Explorer, Netscape Navigator and other popular browsers. Once Your Transaction Information is received by BSM[®], we use commercially reasonable efforts to limit access to Your Transaction Information about You to those employees and service providers whom we determine need access to that Transaction Information to complete Your Transaction and/or other provide offers or opportunities that may be of interest to You. However, even after we receive Your Personal Information, we cannot guarantee that Your Personal Information may not be accessed, disclosed, altered, or destroyed as a result of a breach of our commercially reasonable efforts or as a result of any other event beyond our reasonable control. Also, please be aware that Your email transmissions and/or other communications to BSM[®] containing Personal Information may be unlawfully intercepted or accessed by third parties and/or this Website may be subject to hostile network attacks or administrative errors. Accordingly, BSM[®] cannot and does not guarantee that Your Transaction Information is completely secure and safe from such risks. Additionally, our Payment Processor is solely responsible for the security of Your Payment Data. FOR THE AVOIDANCE OF DOUBT, WE EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO ENSURING, GUARANTEEING OR OTHERWISE OFFERING ANY DEFINITIVE PROMISE OF SECURITY IN CONNECTION WITH YOUR PERSONAL INFORMATION, TRANSACTION INFORMATION OR USAGE INFORMATION.

Third Party Sites—This Website may contain links to other websites. BSM[®] is not responsible for the collection, use or disclosure of information collected through third-party websites and expressly disclaims any liability related to such collection, use or disclosure. BSM[®] is not responsible for the practices employed by websites linked to or from this Website nor the information or content contained therein. Links to other websites are provided solely as a convenience. Your browsing, use and interaction on any other website, including that of our Payment Processor, are subject to that website's own rules and policies and BSM[®] recommends that You review the information collection practices of such sites before using them or providing them with information.

Children's Use of This Site—Our site is not designed for or directed to children under the age of 13 and BSM[®] does not knowingly collect personally identifiable information from children under the age of 13. We recommend that children under the age of 13 be supervised by an adult while using the Internet and request that children under the age of 13 not provide any personally identifiable information to our Website. We reserve the right to suspend or terminate Your Member Account and/or Your access to our Website at any time if (1) we have reason to believe that You are under the age of 13 and You have provided Personal Information without obtaining Your parents' consent; (2) we have reason to believe You have breached our Terms of Use and/or Privacy Policy or that Your conduct violates applicable law or is otherwise harmful to our interests or those of any other third parties; (3) we decide to cease operation of and/or provision of any applicable products or services in connection with the Website; or (4) we have reason to believe that You are under 18 years of age and have registered a Member Account. We are committed to complying with the Children's Online Privacy Protection Act of 1998 ("COPPA"). If You are under 18 years of age please do not use our website.

Consent; Changes to This Privacy Policy—By accessing or using this Website or otherwise providing the information described above to BSM®, You consent to BSM®’s collection and use of Your information as described in this publicly available Privacy Policy. To help You stay current of any changes, we take the following three steps: (1) we note the date the Privacy Policy and/or Terms of Use was/were last updated above; and (2) when we make a change to the Privacy Policy or Terms of Use, we post conspicuous announcement of such changes on the homepage of the Website for 30 days following the date the Privacy Policy or Terms of Use was updated. Any such change, update or modification will be effective immediately upon public posting on this Website. By continuing to access, browse, use this Website or otherwise provide the information described above to BSM®, You acknowledge that You have read, understand and agree to the terms and conditions of this Privacy Policy, as amended, so we strongly recommend that You check this Privacy Policy and Terms of Use periodically.

Further Questions—If You have questions or concerns regarding this Privacy Policy or the collection and use of information submitted to BSM®, please direct Your inquiries to 800-832-0609.

Miscellaneous—This Privacy Policy shall be governed by and construed in accordance with the laws of the State of Nevada, other than such laws, rules, regulations and case law that would result in the application of the laws of a jurisdiction other than the State of Nevada. If any part of this Privacy Policy is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Privacy Policy shall continue in force and effect.