

Design Launch Legal Document

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Privacy Policy

DesignLaunch.com is serious about protecting your online privacy. This Privacy Statement explains our views and practices concerning privacy, and how they may pertain to you as a user of our website.

You or Your means you as a participant in or as a user of the DesignLaunch.com website. We or Our or Us means DesignLaunch.com. Our site means DesignLaunch.com.

SECTION 1 – WHAT DO WE DO WITH YOUR INFORMATION?

When you purchase something from our site, as part of the buying and selling process, we collect the personal information you give us such as your name, address and email address. This enables us to both fulfill and support the products you purchase.

When you browse our site, we also automatically receive your computer's internet protocol (IP) address in order to provide us with information that helps us learn about your browser and operating system so we can better improve the experience for all our users.

Email marketing: With your permission, when filling out a form on our site or landing page, we may send you emails about new products, free and premium content (i.e. blog posts, YouTube videos, reports/whitepapers, etc.), and special events.

SECTION 2 – CONSENT

When you provide us with personal information to receive information, contact us, complete a transaction, verify your credit card, place an order, arrange for a delivery, we imply that you consent to our collecting it and using it for that specific reason only.

If we ask for your personal information for a secondary reason (i.e. newsletter subscription and marketing messages), we will ask you directly for your expressed consent and provide you with an opportunity to withdraw your consent.

You may withdraw your consent at any time by clicking on an “unsubscribe” link which is offered at the bottom of every email we send.

You may also withdraw your consent anytime, by contacting us at support @ DesignLaunch . com or mailing us at: Design Launch P.O Box #### Cary IL, 60013

SECTION 3 – DISCLOSURE

We may disclose your personal information if we are required by law to do so or if you violate our Terms of Service. Also, if our site is acquired or merged with another company, your information may be transferred to the new owners so that they may continue to sell and support our products and services.

IMPORTANT: We do not sell, rent or otherwise disclose your personal information to any third parties, including but not limited to advertisers, strategic partners or vendors. Again, we take your privacy very seriously.

SECTION 4 – DATA STORAGE

Our shopping cart solution is hosted and managed by Pay Pal. They provide us with the online e-commerce platform that allows us to sell our products and services to you.

Your data is stored through PayPal's data storage, databases and the general Pay Pal application. They store your data on a secure server behind a firewall.

Payment:

If you choose a direct payment gateway to complete your purchase, then Paypal stores your credit card data. It is encrypted through the Payment Card Industry Data Security Standard (PCI-DSS).

All direct payment gateways adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like Visa, MasterCard, American Express and Discover.

PCI-DSS requirements help ensure the secure handling of credit card information by our store and its service providers.

NOTE: At no point during the transaction does DesignLaunch take custody or store your credit card information. This process is monitored and managed by PayPal, and you can read their terms of service, privacy policy and PCI Compliance information by visiting their site at: <https://www.paypal.com/us/webapps/mpp/ua/legalhub-full>

SECTION 5 – THIRD-PARTY SERVICES

In general, the third-party providers used by us will only collect, use and disclose your information to the extent necessary to allow them to perform the services they provide to us.

However, certain third-party service providers, such as email & marketign automations systems, payment gateways and other payment transaction processors, have their own privacy policies in respect to the information we are required to provide to them for your purchase-related transactions.

For these providers, we recommend that you read their privacy policies so you can understand the manner in which your personal information will be handled by these providers.

In particular, remember that certain providers may be located in or have facilities that are located a different jurisdiction than either you or us. So if you elect to proceed with a transaction that involves the services of a third-party service provider, then your information may become subject to the laws of the jurisdiction(s) in which that service provider or its facilities are located.

As an example, if you are located in Canada and your transaction is processed by a payment gateway located in the United States, then your personal information used in completing that transaction may be subject to disclosure under United States legislation, including the Patriot Act.

Once you leave our store's website or are redirected to a third-party website or application, you are no longer governed by this Privacy Policy or our website's Terms of Service.

Links: When you click on links on our store, they may direct you away from our site. We are not responsible for the privacy practices of other sites and encourage you to read their privacy statements.

SECTION 6 – SECURITY

To protect your personal information, we take reasonable precautions and follow industry best practices to make sure it is not inappropriately lost, misused, accessed, disclosed, altered or destroyed.

If you provide us with your credit card information, the information is encrypted using paypal.com secure policies and measures.

SECTION 7 – COOKIES

Design Launch utilizes cookies to create a more customized experience for our users and customers. For example, we use a login cookie so members do not have to re-enter their username and password each time they return to our site We also use tracking pixels (i.e.

Google Analytics) to aid in measuring and tracking where our website traffic is coming from and to track the performance of our site. Finally, we use remarking pixels from, Active Campaign, Facebook and Google to aid in customized, targeted follow up advertising.

SECTION 8 – AGE OF CONSENT

By using this site, 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.

SECTION 9 – CHANGES TO THIS PRIVACY POLICY

We reserve the right to modify this privacy policy at any time, so please review it frequently. Changes and clarifications will take effect immediately upon their posting on the website. If we make material changes to this policy, we will notify you here that it has been updated, so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we use and/or disclose it.

QUESTIONS AND CONTACT INFORMATION

If you would like to: access, correct, amend or delete any personal information we have about you, register a complaint, or simply want more information contact our Privacy Compliance Officer at info@DesignLaunch.com or by mail at Design Launch

[Re: Privacy Compliance Officer]

[P.O. Box 850 Cary Illinois United States 60013]

Terms of Use

DesignLaunch.com, with its principal place of business at P.O. Box 850 Cary IL 60013 ("DesignLaunch.com"), provides access to and use of its Internet-based Site ("Site"). BY ACCESSING AND/OR USING THE SITE, YOU AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS OF USE ("Terms of Use").

Additional terms and conditions applicable to specific areas of this Site or to particular content or transactions are also posted in particular areas of the Site and, together with these Terms of Use, govern your use of those areas, content or transactions. These Terms of Use, together with applicable additional terms and conditions, are referred to as this "Agreement."

The Terms of Use apply to all visits to the Site, both now and in the future. DesignLaunch.com reserves the right to change them at any time. Agreement, including the Terms of Use of the Site, from time to time at its sole discretion and without prior notice to you. Your use of the Site will be subject to the most current version of the Agreement posted on the Site at the time of each use, and your use of the Site following any such modification constitutes your agreement to follow and be bound by the Agreement as modified. DesignLaunch.com reserves the right to change the Site and its content from time to time at its sole discretion. Any new content, including new features that augment or enhance the current content such as the release of new products and services, are governed by the most current version of the Terms of Use posted on the Site. You should periodically visit the Terms of Use page of the Site to review the then current Terms of Use to which you agree to be bound.

1 ACCESS AND USE

1.1 You agree to use the Site only for lawful purposes. You agree not to take any action that might compromise the security of the Site, render the Site inaccessible to others or otherwise interfere or cause damage to the Site or the Content.

1.2 You agree not to add to, subtract from, or otherwise modify the Content, or to attempt to access any Content that is not intended for you, including removal of any copyright or proprietary notices contained therein. You agree not to use the Site in any manner that might interfere with the rights of third parties.

1.3 The Site is to be used solely for your internal use, for business purposes only.

1.4 For any and all material, information, or data you transmit to us or post to the Site (each a "Submission" or collectively "Submissions"), (1) you guarantee to that you have the legal right to post the Submission and that it will not violate any law or the rights of any person or entity, and

(2) you give DesignLaunch.com the royalty-free, irrevocable, perpetual, worldwide right to use, distribute, display and create derivative works from the Submission for the sole purpose of carrying out the services to you as provided by this Site.

2 SECURITY

2.1 You are responsible for maintaining the confidentiality of your information, and for restricting access to your computer. DesignLaunch.com shall not be responsible for the misuse of your information or computer. You agree to accept responsibility for all activities that occur from your computer.

3 LINKS TO THIRD-PARTY WEBSITES

3.1 Links on the Site to third party web sites or information are provided solely as a convenience to you. If you use these links, you will leave the Site. Such links do not constitute or imply an endorsement, sponsorship, or recommendation by DesignLaunch.com of the third party, the third-party web site, or the information contained therein. DesignLaunch.com is not responsible for the availability of any such websites. DesignLaunch.com is not responsible or liable for any such web site or the content thereon. If you use these links you will leave the Site and will be subject to the terms of use and privacy policy applicable to those websites.

4 DOWNLOADING FILES

4.1 DesignLaunch.com cannot and does not guarantee or warrant that files available for downloading through the Site will be free of infection by software viruses or other harmful computer code, files or programs.

5 INTELLECTUAL PROPERTY

5.1 The Site and its contents are protected by copyright, trademark, trade secret and/or other intellectual property laws, and the rights protected under such laws belong to DesignLaunch.com and/or its affiliates. Any unauthorized use of the Site or its contents may violate such laws. Except as expressly provided in this Agreement, DesignLaunch.com does not grant any express or implied rights to you or any user under any patents, copyrights, trademarks, trade secrets or other intellectual property rights with respect to the Site or its content. No portion of the Site or its content may be copied, reproduced, decompiled, disassembled, reverse engineered, or otherwise modified, published or transmitted in any form or by any means, without the prior written permission of Design Launch.com.

5.2 The trademarks, logos and service marks (collectively "Marks") displayed on the Site are the property of DesignLaunch.com or other third parties. You are not permitted to use any of the Marks displayed on the Site without the prior written consent of DesignLaunch.com or such third party that may own the Marks.

6 WARRANTIES AND DISCLAIMERS

6.1 THE SITE AND ALL CONTENT AND SERVICES ON THE SITE ARE PROVIDED TO YOU ON A "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER

EXPRESS OR IMPLIED. DESIGN LAUNCH EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH REGARD TO THE SITE, THE SERVICE, THE CONTENT, AND ANY PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED VIA THE SITE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. THERE IS NO WARRANTY THAT THE SITE OR THE FUNCTIONS PERFORMED BY THE SITE OR THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, OR THAT DEFECTS IN THE SITE OR THE SERVICE WILL BE CORRECTED.

6.2 The Site and its content are subject to change at any moment. Accordingly, due to the content of the Site being dynamic in nature, while DesignLaunch.com cannot guarantee that the content accessed through the Site is the most current when accessed by you, reasonable steps are taken by DesignLaunch.com to update the site and its contents.

7 LIMITATION OF LIABILITY

7.1 IN NO EVENT SHALL DESIGN LAUNCH BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, EXEMPLARY, SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING FROM (i) THE ACCESS TO, USE OF OR INABILITY TO USE THE SITE, (ii) ANY TRANSACTION OR INFORMATION CONDUCTED THROUGH OR FACILITATED BY THE SITE; (iii) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SITE, THE SERVICE AND/OR THE CONTENT, (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR (v) ANY OTHER MATTER RELATING TO THE SITE, THE SERVICE, OR THE CONTENT, EVEN IF DESIGN LAUNCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE USE OF THE SITE IS AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM THAT RESULTS FROM SUCH USE. IF YOU ARE DISSATISFIED WITH THE SITE, THE SERVICE, THE CONTENT, OR WITH THE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

7.2 BECAUSE SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, DESIGN LAUNCH'S LIABILITY IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED \$100.00.

8 INDEMNIFICATION

8.1 You understand and agree that you are personally responsible for your behavior on the Site. You agree to indemnify, defend and hold harmless DesignLaunch.com, its parent companies, subsidiaries, affiliated companies, joint venturers, business partners, licensors, employees, agents, and any third-party information providers to the Site from and against all threats, claims,

losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, or inability to use the Site or the Content or information generated by use of the Site, or any violation by you of this Agreement.

9 ENTIRE AGREEMENT/NO WAIVER.

9.1 These Terms of Use constitute the entire agreement of the parties with respect to the subject matter hereof. No waiver by DesignLaunch.com of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

10 GOVERNING LAW AND JURISDICTION

10.1 The Site is controlled by DesignLaunch.com from its offices within the state of Illinois, USA. By accessing and/or using this Site, you agree that all matters relating to its access and use of the Site shall be governed by the laws of the State of Illinois, without regard to the conflicts of laws principles thereof, and you agree to be subject to the state and federal courts of the State of Illinois. If any part of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, it will not impact any other provision of this Agreement, all of which will remain in full force and effect

IF YOU DO NOT AGREE TO THE FOLLOWING TERMS AND CONDITIONS OF USE, DO NOT ACCESS AND/OR USE THE SITE.

DMCA and Fair Use

Design Launch_ / DMCA and Fair Use

Fair Use Policy

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Fair use is a copyright principle based on the belief that the public is entitled to freely use portions of copyrighted materials for purposes of education, commentary and criticism. This site may contain copyrighted material the use of which has not always been specifically authorized by the copyright owner.

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Non-Free Use Media Rationale

The entire image or logo is used to convey the meaning intended and avoid tarnishing or misrepresenting the intended image. The image or logo is a size and resolution sufficient to maintain the quality intended by the company or organization, without being unnecessarily high resolution. The image is placed on the page strictly as a visual aid to identify the organization associated with the link, solely in context of a subject of public interest. The significance of the image or logo is to help the reader identify the organization, assure the readers that they will reach the intended website associated with the organization by clicking on it, and to illustrate the organization's intended branding message in a way that words alone could not convey. Because it is a logo, there is almost certainly no free equivalent. Any substitute that is not a derivative work would fail to convey the meaning intended, would tarnish or misrepresent its image, or would fail its purpose of identification or commentary.

Content Disclaimer

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Image/Content Removal

If it is the organization's belief that the usage of specific images used on our site containing copyrighted information conflicts with authorized use, and/or does not comply with fair use as described in this context, please contact us through our DMCA notice page and we will remove the offending image(s) immediately, or here at designlaunch.com/contact

DMCA Policy

Digital Millennium Copyright Act ("DMCA") Notice

If you believe that material available on our site infringes on your copyright(s), please notify us by providing a DMCA notice. Upon receipt of a complete and valid notice, we will remove the material and make a good faith attempt to contact the user who uploaded or embedded the material by email.

In accordance with the terms of the Digital Millennium Copyright Act (the "Act"), Design Launch.com avails itself of the protections under the Act.

Design Launch has adopted and implemented a policy for addressing claims of copyright infringement, and for the termination, in appropriate circumstances as determined by us in our sole discretion, of users who are infringers of copyright. Further, we reserve the right to terminate, discontinue, suspend and/or restrict the ability to visit and/or use the Service or remove, edit, erase or disable any user content on the Design Launch website which allegedly infringes another person's copyright. It is our policy to terminate the access of repeat offenders. We are under no obligation to, and do not, scan content posted for any violations of third party rights. However, we respect the copyright interests of others and it is our policy not to permit materials known by us to infringe another party's copyright to remain on the Design Launch website or the Service.

If you believe any materials on the website Applications or Services infringe a copyright, you should provide us with written notice that at a minimum contains:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;

- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Site;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and,
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

If there is a claim of copyright or other intellectual property infringement you can email support @ DesignLaunch . com