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Earning Disclaimer

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12. You agree to indemnify and hold the Company and each of its directors, officers employees, and agents, harmless from any and all liabilities, claims, damages and expenses, including reasonable attorney's fees, arising out of or relating to (i) your breach of this Agreement, (ii) any violation by you of law or the rights of any third party, (iii) any materials, information, works and/or other content of whatever nature or media that you post or share on or through the Site, (iv) your use of the Site or any services that the Company may provide via the Site, and (v) your conduct in connection with the Site or the services or with other users of the Site or the services. The Company reserves the right to assume the exclusive defense of any claim for which we are entitled to indemnification under this Section. In such event, you shall provide the Company with such cooperation as is reasonably requested by the Company.

13. The provisions of these Terms of Use are for the benefit of the Company, its subsidiaries, affiliates and its third party content providers and licensors, and each shall have the right to assert and enforce such provisions directly or on its own behalf.

14. This agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any principles of conflicts of law. You further submit to the exclusive jurisdiction of the state and federal courts sitting in Orange County, California. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

15. These Terms of Use may be revised from time to time by updating this posting. You are bound by any such revisions and should therefore periodically visit this page to review the then current Terms of Use to which you are bound.

Last Updated: April 2, 2019

PRIVACY POLICY

Online Privacy Policy

Clarke Scott Education (the “Company”) respects the privacy concerns of the users of its website, freshcontent.io and the services provided therein (the “Site”). The Company thus provides this privacy statement to explain what information is gathered during a visit to the Site and how such information may be used.

Please also review the Terms of Use which also govern use of this Site.

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The Site’s various mailing lists, downloads, special offers, contests, registration forms, and surveys may request that you give us contact information such as your name, mailing and/or e-mail address, demographic information such as your age and gender, and personal preference information such as your preferred software and interests. Information submitted at the time of submission will be used by the Company only as necessary for our legitimate business interests, including without limitation the improvement of our products, services and the contents of the Site. The Company may also share such information with our business and promotional partners to further those interests. Personally identifiable information is never sold or leased to any third parties. With your permission, we may use your contact information to send you information about our company and products. You may always opt-out of receiving future mailings as provided below. The Company does not store any credit card information it may receive in regard to a specific transaction and/or billing arrangement except as necessary to complete and satisfy its rights and obligations with regard to such transaction, billing arrangement, and/or as otherwise authorized by a user.

The Company may disclose user information in special cases when we have reason to believe that disclosing this information is necessary to identify, contact or bring legal action against someone who may be causing injury to or interference (either intentionally or unintentionally) with the Company’s rights or property, other users of the Site, or anyone else that could be harmed by such activities.

Children Age 13 and Under: The Company recognizes the special obligation to protect personally identifiable information obtained from children age 13 and under. AS SUCH, IF YOU ARE 13 YEARS OLD OR YOUNGER, THE COMPANY REQUESTS THAT YOU NOT SUBMIT ANY PERSONAL INFORMATION TO THE SITE OR TO THE COMPANY. If the Company discovers that a child age 13 or younger has signed up on the Site or provided us with personally identifiable information, we will delete that child's identifiable information from our records.

The Company nonetheless encourages parents to go online with their kids. Here are a few tips to help make a child's online experience safer:

1. Teach kids never to give personal information, unless supervised by a parent or responsible adult. Includes name, address, phone, school, etc.
2. Know the sites your kids are visiting and which sites are appropriate.
3. Look for Website privacy policies. Know how your child's information is treated.
4. Check out the FTC's site for more tips on protecting children's privacy online

Use of Cookies: Cookies are pieces of information that a website transfers to an individual's computer hard drive for record keeping purposes. Cookies make using our Site easier by, among other things, saving your passwords and preferences for you. These cookies are restricted for use only on our Site, and do not transfer any personal information to any other party. Most browsers are initially set up to accept cookies. You can, however, reset your browser to refuse all cookies or indicate when a cookie is being sent. Please consult the technical information relevant to your browser for instructions. If you choose to disable your cookies setting or refuse to accept a cookie, some parts of the Site may not function properly or may be considerably slower.

Company uses the following cookies on the Site:

Cookie	Name	Purpose
_kjb_session	Kajabi session cookie	Tracks your active admin session so you don't need to re-login
kjba	Kajabi affiliate token	Tracks which affiliate has referred an offer purchase
_abv	Admin bar hidden	Tracks whether the user wishes their admin previewing bar to be hidden

Malware/Spyware/Viruses: Neither the Company nor the Site knowingly permit the use of malware, spyware, viruses, and/or other similar types of software.

Links to External Sites: The Company is not responsible for the content or practices of third party websites that may be linked to the Site. The Company is also not responsible for any information that you might share with such linked websites. You should refer to each website's respective privacy policy and practices prior to disclosing any information.

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Via email: info@freshcontent.io

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