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## **TERMS OF USE**

Please read the following terms of use relating to your use of this site carefully. By using this site, you agree to these terms of use. We reserve the right to modify these terms at any time, so please check this page periodically for changes. By using this site after we post any changes to these terms, you agree to accept those changes, whether or not you have reviewed them or been notified about them. If at any time you choose not to accept these terms of use, please do not use this site.

### **Owners and Collectors of Information**

These terms of use apply to your use of all of the Sites and services owned or operated by John Bailey (collectively "we," "us," or "our"), including GemstoneArtist.com, and FacetingAcademy.com, and any other site that we have owned or operated, do own and operate or may own or operate in the future (collectively, the "Sites"). Unless we say otherwise, all references to the Sites in these terms of use include all such Sites. These terms of use do not apply to your use of unaffiliated Sites to which any of the Sites may link to or direct you to.

Please note that the "Terms of Use" are different and separate from the "Terms and Conditions" associated with registering for any of our seminar. However, our "Terms and Conditions" state that by accepting them, you also accept these "Terms of Use."

### **Restrictions**

The contents of our Sites are protected by copyright and trademark laws, and are the property of their owners. Unless otherwise noted, you may access and use the information and materials within the Sites for your personal use. You may not change, modify, delete, display, transmit, adapt, exploit, or copy for distribution or sale any information, material, trademark, or copyright on the Sites. You must obtain written permission from us or any other entity who owns intellectual property on the Sites before you may publish, distribute, display, or commercially exploit any material from the Sites. By using the Sites, you agree to abide by all copyright notices or other posted restrictions.

### **Links**

These terms of use apply only to our Sites, and not to the Sites of any other companies or organizations, including those we link to. We do not maintain, create, endorse, or take any responsibility for the contents, advertising, products or other materials made available through any other site, including those we link to. Under no circumstances will we be held responsible or liable, directly or indirectly, for any loss or damage that is caused or alleged to have been caused to you in connection with your use of any content, goods or services available on any other site. Other Sites may link to our Sites by permission only. To seek our permission, you may contact us through the contact forms on any of our sites. We reserve the right to rescind any permission granted to you or any organization which we have approved linking to our Sites, and to require termination of any such link to any of the Sites, at our discretion at any time.

### **Events, Information, and Speaker Changes**

The events, information, and speakers listed on our Sites are subject to change without notification.

## **Submissions**

We welcome your comments about any of the Sites. However, we will not review or consider any unsolicited creative submissions or suggestions for topics at our seminars or within our newsletters or products. We hope you will understand that this policy is intended to avoid the possibility of future misunderstandings in the event that ideas developed by our staff might seem to be similar to the ideas submitted to us. Accordingly, we must ask that you not send us any original creative ideas, suggestions or materials. If, despite our request, you send us any idea, suggestion or material ("Submission"), it shall become our property. We will not be subject to any obligation of confidence for any Submission, and we will not be liable for any use or disclosure of any Submission. In the case that you submit something to us and it is unsolicited, we will exclusively own all rights to the Submission worldwide, and we will be entitled to the unrestricted use of the Submission for any purpose, without compensation or notification to the provider of the Submission. Given this fact, we ask that you refrain from submitting creative projects to us, particularly those that are confidential or personal to you.

In the event we invite you to submit photographs relevant to mines, mining, minerals, gems (rough or finished), crystals, or jewelry - for the purpose of evaluating the subject - the photograph or image submitted will become our property. We will exclusively own all rights to the Submission worldwide, and we will be entitled to the unrestricted use of the Submission for any purpose, without compensation or notification to the provider of the Submission.

## **Forums**

A "forum" means any message board, chat room, blog comment, user review forum or other interactive service appearing on any of the Sites and includes both public boards and private folders. You must register in accordance with instructions that you will find on the Sites in order to contribute to any forum or comment on any posting. You may not post on any forum, or send to any other forum user, or our staff, any material that is abusive, vulgar, threatening, harassing, libelous, defamatory, obscene, invades a person's privacy, violates any intellectual or other property rights, or that would otherwise violate any law. You may not use any forum in a commercial manner. You may not post material that solicits funds, or that advertises or solicits goods or services. You may not post material known to be false. You may not post messages that contain stock touts. You may not post or transmit any information, software or other material that contains a virus or other harmful component. We are not responsible for material appearing in any forum on the Sites, except for material signed by one of our identified representatives. We are not responsible for screening material posted by users for libel, obscenity, invasion of privacy, copyright or trademark infringement, accuracy, or for any other reason. We retain, however, the right to modify or remove messages or other material that we, in our sole discretion, consider infringing, offensive, abusive, defamatory, obscene, stale, or otherwise unacceptable. We also reserve the right to edit materials for any other reason. Whether or not we modify or remove such material, users remain solely responsible for the content of their messages or postings. By posting on the Sites, you grant (or warrant that the owner of such rights has expressly granted) us and/or relevant affiliated companies the worldwide, perpetual, nonexclusive right to use your questions, comments, and postings, in their original or edited form, in television programs, books, articles, commentaries, or in any other medium now known or later developed. You also warrant that you own or otherwise control all of the rights to the content you have posted and that the public posting and use of such content by us will not infringe the rights of any third party. Additionally, you warrant that any "moral rights" in posted materials have been waived. You are not entitled to any compensation for any materials you may post on the Sites, and you agree to indemnify us against any claims by any third parties who assert any loss or injury arising from your posting.

## **Registration**

We may, at our discretion, suspend, terminate, or otherwise exclude any forum user or general user who violates any of these terms of use of use, any of the forum member guidelines or for any other behavior that we in our discretion believe is inappropriate.



## **Disclaimers**

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Under no circumstances will we be held responsible or liable, directly or indirectly, for any loss or damage that is caused or alleged to have been caused to you in connection with your use of any advice, goods or services you receive from us or from any guest writer/speaker on our Sites or at one of our events.

We are also not responsible or liable for any loss or damage that is caused or alleged to have been caused to our guest speakers in connection with the display of their photo, name, or biography posted on our Sites or in our marketing materials.

## **No Professional Advice**

The information contained in or made available through the Sites (including but not limited to information contained on message boards, in text files, or in chats) cannot replace or substitute for the services of trained professionals in any field, including, but not limited to, financial, medical, psychological, or legal matters. In particular, you should regularly consult a doctor in all matters relating to physical or mental health, particularly concerning any symptoms that may require diagnosis or medical attention. We and our licensors or suppliers make no representations or warranties concerning any treatment, action, or application of medication or preparation by any person following the information offered or provided within or through the Sites. Neither we nor our partners, or any of their affiliates, will be liable for any direct, indirect, consequential, special, exemplary or other damages that may result, including but not limited to economic loss, injury, illness or death. You alone are responsible and accountable for your decisions, actions and results in life, and by your use of the Sites, you agree not to attempt to hold us liable for any such decisions, actions or results, at any time, under any circumstance.

## **Earnings Disclaimer**

When addressing financial matters in any of our Sites, videos, newsletters or other content, we've taken every effort to ensure we accurately represent every event and it's potential to help you grow your business and enhance your life. However, there is no guarantee that you will earn any money using such techniques, and we do not purport any "get rich schemes." Nothing on our Sites is a promise or guarantee of earnings. Your level of success in attaining similar results is dependent upon a number of factors including your skill, knowledge, ability, dedication, business savvy, and financial situation. Because these factors differ according to individuals, we cannot guarantee your success, income level, or ability to earn revenue. You alone are responsible for your actions and results in life and business. Any forward-looking statements outlined on our Sites are simply our opinion and thus are not guarantees or promises for actual performance. No guarantees are made that you will achieve any results from our ideas or models presented on our Sites, and we offer no professional legal, medical, psychological or financial advice.

## **Parental Permission**

The Sites are not directed to children under the age of 13 and we will not knowingly collect personally identifiable information from children under 13. We strongly recommend that parents participate in their children's exploration of the Internet and any online services and use their browser's parental controls to limit the areas of the internet to which their children have access. We may, at our discretion, require users under 18 to obtain the consent of a parent or guardian to view certain content, and we may limit access to certain content to users above a specified age. You agree to abide by any such restrictions, and not to help anyone avoid these restrictions.

## **Mature Content**

On our Sites we will occasionally discuss mature topics and may use mature language in describing issues of personal and professional growth. Users who are uncomfortable with such topics or language should not use our Sites or attend our events.

## **Confidentiality and Non-Compete**

Users of our Sites hereby understand that the tools, processes, strategies, materials and information presented on our Sites are copyrighted and proprietary, so users agree not to record, duplicate, distribute, teach or train from our information in any manner whatsoever without our express written permission. Any unauthorized use or distribution of our proprietary concepts, materials, and intellectual property by you or your representatives is prohibited and Promoter will pursue legal action if these terms are.

## **PRIVACY POLICY**

We are committed to protecting your privacy and security and have explained in detail the steps we take to do so. We control this site from offices in the United States of America. We do not represent that materials on the site are appropriate or available for use in other locations. Persons who choose to access this site from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

### **Outside Sites (Are Their Privacy Policies Different?)**

Our Sites contain links to other websites, like our sponsor's websites or links to booksellers, that may offer products or services that our customers might find useful. These sites may request information from you. In such instances, the collection and use of your personal information will be governed by the privacy policies applicable to those sites. We do not control the privacy policies, contents or links that appear on those sites. We encourage you to review the privacy policies of any third party sites or services before providing any of them with your personal information.

### **How and why we collect information**

We collect your information in order to record and support your participation in the activities you select. If you register for a seminar, for example, the information is used to reserve your seat, to track your preferences, and to keep you informed about the seminar and related events. As a visitor to our Sites, you can engage in many activities without providing any personal information. In connection with other activities, such as utilizing registering for a seminar, we may ask you to provide certain information about yourself by filling out and submitting an online form. It is completely optional for you to engage in these activities. If you elect to engage in these activities, however, we may ask that you provide us personal information, such as your first and last name, mailing address (including ZIP code), e-mail address, telephone, credit card, and other personal information. If you do not provide the mandatory data with respect to a particular activity, you will not be able to engage in that activity. In all cases, we will collect personal identification information from you only if you voluntarily submit such information to us. We will also tell you how we use your information or if we share it with another party. Except as otherwise provided in this policy, we will never intentionally disclose any personal identification information about you as an individual user to any third party without having received your permission. If you supply us with your contact information you may receive periodic e-mails, mailings or calls from us with information on new products and services, important issues, or upcoming events.

If you wish to be removed from any postal, email, phone, or other lists, please let us know by contacting us through the forms or information posted on the applicable site. We will be sure your name is removed from the appropriate lists immediately. When you use our Sites, we or our authorized technology services provider may also collect certain technical and routing information from you to facilitate your use of the Site and its services. We use this information to administer the Site and to understand and measure traffic patterns on the Site so that we know which areas of our sites are favorites of our users, which areas need improvement, and what technologies are being used so that we may continually improve our sites. This information is collected in aggregate form, without identifying you or any user individually. We may use this aggregate, non-identifying statistical data for statistical analysis, marketing, or similar promotional purposes. This data is often tracked by us or our technology services provider by using "cookies" during your visit. Users choosing not to accept cookies will probably not be able to access certain pages.

## **Exceptions to Privacy Policy**

While we are committed to keeping your information secure and private, we have the following exceptions to our privacy policy: We will release specific information about you or your account to comply with any valid legal inquiry or process such as a search warrant, subpoena, statute or court order. We will also release specific information in special cases, such as if there is an attempted breach of the security of the Sites, or a physical or property threat to you or others. We may also transfer user information, including personally identifiable information, in connection with a corporate merger, consolidation, the sale of related assets or corporate division or other fundamental corporate change. Further, the information you enter when making a purchase or an online donation will be shared with payment processors, financial gateways, and your credit card company to authorize credit card payments. Such information may also be shared with necessary third parties solely for the purpose of carrying out the transactions. Please note that if you give out personal information online through a discussion board or posting site, that information can be collected and used by third parties. Although we strive to protect our users' privacy, we cannot guarantee the security of information you post in these forums. You disclose such information at your own risk.

## **Miscellaneous**

These terms will be governed by and construed in accordance with the laws of the State of Oregon, without regard to any principles of conflicts of law. You agree that any action at law or in equity that arises out of or relates to these terms will be subject to mediation in the State of Oregon. If any of these terms of use are found unlawful, void, or for any reason unenforceable, then that provision will be considered severable from the remaining terms of use, and will not affect the validity and enforceability of the remaining provisions. These terms may be modified only by our posting of changes to these terms of use on our Sites.