

The Spark File Terms of Use

These Terms of Use for our Programs, Products and Services state how you may use our Programs, Products and Services, and Program Materials.

Please read these Terms of Use carefully. We reserve the right to change these Terms of Use from time to time without notice to you. By purchasing or using any of our Programs, Products, and Services, or Program Materials, now or in the future, you are agreeing immediately upon said purchase to the Terms of Use as they appear, and agree that you are legally bound by them, whether or not you have read them. If at any time you do not agree with these Terms of Use, please do not use our Programs, Products and Services, Program Materials or Copy.

Words You Need to Understand

“Agreement” or “contract” means all of: the document which you and the Company have signed, the Credit Card Authorization Form you have signed, Schedule A, and this Schedule B.

"The Client", “Client” or “you” means any purchaser, client and/or user of any of our Programs, Products and Services, or Program Materials.

“Company”, “we”, “us” or “me” means The Spark File LLC.

“Programs, Products and Services” mean any paid program or service, group course or program including but not limited to a mastermind, e-course, downloadable information product, e-book, or other service or course where we provide content for educational and informational purposes that is not permitted to be reproduced or used in your own business for commercial use or in a way that earns you money. Programs, Products, and Services may be delivered in ways including but not limited to in-person, phone, Zoom, Skype, webinars, Facebook Live Videos, teleseminars, videos, audios, books, e-books, products, social media, blog articles, or otherwise in a variety of settings such as individual coaching sessions, individual consulting sessions, group programs including but not limited to masterminds, classes, workshops, events, retreats, seminars, or trainings.

“Program Materials” mean any video, audio, printed or written text or work including but not limited to drafts, online or printed documents, or other materials created by us that are provided to you strictly in preparation for our work together to develop Copy, or for your educational and informational purposes or through our Programs, Products and Services.

“Terms of Use” means Schedule B and includes all the standard provisions that form part of every contract we enter into with each purchaser, client and user (including you) of any of our Programs, Products and Services, as amended from time to time by us in our sole discretion, without notice to you.

“Improper and/or Unauthorized Use” includes and is not limited to modifying, Copying, reproducing, republishing, uploading, posting, transmitting, translating, selling, creating derivative works, exploiting, or distributing in any manner or medium (including by email or any other electronic means now used or developed in the future) any Program Materials or any other information accessed or purchased through our Programs, Products and Services, with the exception of Copy which you have expressly purchased from us, for your own business or commercial use or in any way that earns you money or that you trade for valuable consideration.

How You May Use Our Programs, Products and Services, and Program Materials You consent to use our Programs, Products and Services, and Program Materials as described in the following paragraphs, which collectively are referred to as the “Terms of Use”.

By purchasing or using any of our Programs, Products and Services, and Program Materials, you agree to abide by these Terms of Use and the Contract you have signed, and you acknowledge and agree that you are required to act in accordance with them. Accessing, purchasing or using our Programs, Products and Services, and Program Materials in any manner, constitutes and is evidence of your use of them, and your agreement to be bound by these Terms of Use.

All of our Programs, Products and Services, and Program Materials are intended solely for persons who are 18 years of age or older. Any registration by, use of, or access to any Programs, Products and Services, and Program Materials by anyone who is younger than 18 years of age is unauthorized, unlicensed and violates these Terms of Use. By purchasing or using any Programs, Products and Services, and Program Materials, you represent and warrant that you are at least 18 years of age.

Intellectual Property Rights: Our Limited License to You

Our Programs, Products and Services, and Program Materials are our property, and are protected by Copyright, trademark, and other intellectual property laws. This means you can only use and access our Programs, Products and Services, and Program Materials in the ways and to the extent we say you can, i.e., as described in greater detail in the following paragraphs. The content in our Programs, Products and Services, and Program Materials is solely owned.

Your Rights Regarding Your Personal Information

Applicable privacy law gives users certain rights to their Personal Information as follows:

Right of access and right to rectification: Users and Members have the right, via postal mail, email, or telephone, to request that Company provide you with a summary of any Personal Information retained by Company that has been voluntarily provided by you through online forms, registration forms, surveys, email, or another online avenue. You may modify, correct, change or update your Personal Information by contacting Company via postal mail, email, or telephone at the addresses or number listed below.

Right of portability: Users and Members have the right to request their Personal Information be ported to another controller (a controller being someone who determines the purposes and means of processing Personal Information).

Right to be forgotten: Users and Members have the right to erasure of their Personal Information upon request.

Extra safeguards: Users and Members have the right to extra safeguards if sensitive information is being processed (e.g., health, race, sexual orientation, religion, and political beliefs).

How to exercise one of these rights: Contact the Company's Data Protection Officer listed below. If you reside in the European Union, the Company is the controller of your Personal Information for the purposes of the GDPR.

Your Consent: Controls and Choices

Opt-in right: You have the right to consent freely to the processing of your Personal Information through a clear affirmative act, which may include ticking a box when visiting our Site, choosing technical settings, or other statements or conduct which indicates acceptance of the processing of your Personal Information.

Opt-out right: You have the right to withdraw your consent at any time by the opt-out process.

Managing your controls and choices: You may have the following controls and choices on our Site. Please see the Company's current Privacy Policy below for details.

Account Changes: If the Company's Site allows personal account registrations, you can make changes to your Personal Information, including password changes, etc.

Data Portability: If the user and/or Member has provided to the Company any Personal Information, the user and/or Member shall be able to request to receive that Personal Information in a commonly used, machine-readable format. If technically feasible, the user and/or Member shall be able to request that their Personal Information be transmitted to another controller.

Removal of Personal Information: If you have an account on our Site, you have the option of deleting your account and/or Personal Information.

Marketing: If the Company conducts marketing, you can opt-in or opt-out to marketing as described below. This will allow you to choose whether you would like to receive, promotions, products, or services that might be of interest to you.

Advertising: You can opt-in or opt-out of receiving advertising, if the Company's Privacy Policy includes sending advertising to registered users of this Site.

Subscriptions, Alerts, and Newsletters: You can opt-in or opt-out of receiving subscriptions, alerts, or newsletters from the Company, if the Company's Privacy Policy includes the aforementioned.

Sharing your Personal Information with Third Parties: The Company only shares your Personal information if the Company's current Privacy Policy states that it does. You can opt-in or opt-out of whether the Company is allowed to send your Personal Information to third parties so they can send you products and services that might be of interest to you.

Cookies: If cookies are used in such a way as to identify you either directly or indirectly, we will confirm that in the Company's current Privacy Policy below and you will be able to opt-in or opt-out of consent to the use of cookies on our Site.

Links to Third Party Websites

The Site may also contain links to third party websites. If you access a third party website from a link on this Site, any information you disclose on that website is not subject to this Privacy Policy. It is possible that these links may be used by third parties or others to collect personal or other information about you. Company is not responsible for the privacy practices of such websites, advertisers, or third parties or the content of such websites and it is your sole obligation to review and understand the privacy practices and policies of these other websites. Company does not control these third parties' use of cookies, collection of information, or how they manage such information.

Comments, Notices, and User Content

Any materials or comments posted to any of our webpages, if allowed on our Site, are public. As such, Company assumes no liability for the accuracy of such information, no duty to update or correct such information, and no liability for such communications arising under the laws of copyright, libel, privacy, obscenity, or otherwise.

Cookies and Similar Technologies

We may contract with third party service providers to assist us in better understanding our Site visitors. These service providers are not permitted to use the information collected on our behalf except to help us conduct and improve our business. When a visitor performs a search within the Site, Company may record information identifying the visitor or linking the visitor to the search performed and recording information related to the search request. Company may place Internet "cookies" on your hard drive. Internet cookies are small amounts of data that contain a unique identifier that many websites frequently send to your web browser to be stored on your computer's hard drive in order to save data about you, such as your name, password, username, screen preferences, and the pages of a website you have viewed. When you revisit the Site, Company may recognize you by your Internet cookies and customize your experience accordingly. Company may use Google Analytics or a similar service to gather, store, and track certain information related to your visit to and activity on the Site.

Marketing and Advertising

The Company may contact you with information applicable to our services and products. We may use Personal Information that we have collected from you in order to send you the most relevant information.

Processors

The Company may use Processors who process Personal Information. The Company will use its best efforts to ensure that any Processor engaged by the Company complies with applicable laws.

Privacy of Children

The Site is not intended for children under the age of 16. The Site does not knowingly collect Personal Information online from European Union residents under the age of 16 or United States residents under the age of 13. All users must be at least 16 years of age in order to use the Site.

Security Measures

Company has implemented physical, electronic and procedural security features that are designed to prevent the unauthorized release of or access to Personal Information. Despite Company's efforts to protect your Personal Information, there is always a risk that an unauthorized third party may circumvent such procedures or that transmissions of your information over the Internet may be intercepted. The confidentiality of any communication or material transmitted to or from Company via this Site or via email cannot be and is not guaranteed. Accordingly, Company is not responsible for the security of information transmitted via the Internet.

The Company has implemented policies in case a breach does occur. Users and Members will be notified, as well as the appropriate local authorities if a breach ever does occur. In case of a personal data breach, the Company shall without undue delay, and where feasible, not later than 72 hours after having become aware of it, notify the personal data breach to the appropriate local authorities, unless the personal data breach is unlikely to result in a risk to the rights and freedoms of natural persons. Where the notification to the appropriate local authorities is not made within 72 hours, it shall be accompanied by reasons for the delay.

Instead of communicating with Company via email or the Internet, visitors can contact Company by telephone at 516.366.0676 or by U.S. mail at The Spark File, PO Box 531, Otisville NY 10963.

Your California Privacy Rights

If you are a California resident, California Civil Code Section 1798.83 provides you with the right to request certain information regarding disclosure of your Personal Information to third parties

for direct marketing purposes, including a description of the categories of Personal Information disclosed. In order to obtain such information, please email your request to thesparkfile[at]gmail[dot]com or write us at the following address: The Spark File, PO Box 531, Otisville NY 10963.

Governing Law and Jurisdiction

As stated in our Terms of Use, available on our Site, our Privacy Policy is governed by the law of the state of New York, with exclusive jurisdiction and venue in the state and federal courts located in and near, New York, NY. Nothing in our Privacy Policy, including any references to the laws of the European Union and the European Commission's GDPR, shall constitute any waiver of governing law or jurisdiction or agreement to be bound by laws other than those governing in the United States.

Changes to Our Privacy Policy

Company may change this Privacy Policy at any time. It is the obligation of users returning to the Site to learn of changes to the Privacy Policy since their last visit. Any change to this Privacy Policy shall be effective as to any visitor who has visited the Site before the change was made.

How to Contact Us

Please see the Company's current Privacy Policy for information.

Our Current Privacy Policy

Types of Personal Information that Company Collects from Site Users and Members

Who is collecting and receiving your Personal Information: We may have to share your personal data with the parties set out below:

Service providers who provide IT and system administration services. Professional advisers including lawyers, bankers, auditors and insurers Government bodies that require us to report processing activities. Organizations which provide information, services or products from which we believe our members will benefit. Third parties to whom we sell, transfer, or merge parts of our business or our assets.

We require all third parties to whom we transfer your data to respect the security of your personal data and to treat it in accordance with the law. We only allow such third parties to process your personal data for specified purposes and in accordance with our instructions.

We may hire other companies to perform services on our behalf including, without limitation, facilitating some aspects of the Website, sending email, and fulfilling purchase requests. These other companies may be supplied with or have access to your Personally Identifiable Information solely for the purpose of providing these services to us or on our behalf.

We may use third parties, called Third Party Service Providers, to provide premium features such as links to sources of additional information or to conduct surveys. These Third Party Service Providers may be supplied with or have access to your Personally Identifiable Information solely for the purpose of providing these services to us or on our behalf. They may also collect and use non-Personally Identifiable Information about your visits to the Website and other websites in order to present custom information that may be of interest to you. If you would like more information about this practice or to opt out of having this information used by some Third Party Service Providers, please visit http://www.networkadvertising.org/optout_nonppii.asp. Except as specifically set forth in this Privacy Policy, we will not share your Personally Identifiable Information outside of The Spark File LLC unless you “opt in” to having your Personally Identifiable Information shared with a company that is not affiliated with us.

We may disclose and use Personally Identifiable Information and other information in special circumstances where it is necessary to enforce our Member Agreement or Terms of Use (for example, when necessary to protect our intellectual property rights). We may also disclose or use your Personally Identifiable Information as well as other information when we, in good faith, believe that the law requires us to do so.

Why we collect Personal Information: We may use information in the following ways: Credit card information is used only to process, validate and verify subscriptions. For any purpose if we announce the purpose in advance. To send you email notifications about our new or existing products and services, special offers, or to otherwise contact you. To enhance existing features or develop new features, products and services. To provide Third Party Service Providers (see description of Third Party Service Providers, below) with aggregate information about our user base and usage patterns. To allow us to personalize the content that you and others see based on personal characteristics or preferences.

We may combine the information that we collect from you on the Website with information that you provide to us in connection with your use of our other products, services and Web sites.

MARKETING COMMUNICATIONS Our lawful ground of processing your personal data to send you marketing communications is either your consent or our legitimate interests (namely to grow our business).

Under the Privacy and Electronic Communications Regulations, we may send you marketing communications from us if (i) you made a purchase or asked for information from us about our goods or services or (ii) you agreed to receive marketing communications and in each case you have not opted out of receiving such communications since. Under these regulations, if you are a limited company, we may send you marketing emails without your consent. However you can still opt out of receiving marketing emails from us at any time. Before we share your personal data with any third party for their own marketing purposes we will get your express consent.

You can ask us or third parties to stop sending you marketing messages at any time by following the opt-out links on any marketing message sent to you or by emailing us at [thesparkfile\[at\]gmail\[dot\]com](mailto:thesparkfile[at]gmail[dot]com) at any time.

If you opt out of receiving marketing communications this opt-out does not apply to personal data provided as a result of other transactions, such as purchases, warranty registrations etc.

Categories of Personal Information collected: The categories of Personal Information collected for the above purposes, with the consent of Site users include:

General: When you register, and at other times, we will collect information from you. This information falls into two main categories: Personally Identifiable Information and Non-Personally Identifiable Information.

Personally Identifiable Information (PII) is any information collected through the Website that identifies or can be used to identify, contact, or locate you. PII would include your full name, address, and credit-card number. PII may include your email address if you have chosen not to use an anonymous email address (eg: some people have their full name in their email address, or have a personal website URL in their email address). We do not knowingly collect PII from children under the age of eighteen.

Although PII is collected through our website, your billing information (full name, address and associated credit card number) are not stored on our servers. We use the services of Paypal to process credit card payments. Please refer to Paypal's privacy statement which can be found [here](#) for information about the storage of your name, address and credit card information.

Your email address and user password are stored on our server. We also collect other non-PII facts about your computers, profession, interests and similar information.

Communication Data: that includes any communication that you send to us whether that be through the contact form on our website, through email, text, social media messaging, group coaching calls, social media posting or any other communication that you send us. We process this data for the purposes of communicating with you, for record keeping and for the establishment, pursuance or defense of legal claims. Our lawful ground for this processing is our legitimate interests which in this case are to reply to communications sent to us, to keep records and to establish, pursue or defend legal claims.

User Data: that includes data about how you use our website and any online services together with any data that you post for publication on our website or through other online services. We process this data to operate our website and ensure relevant content is provided to you, to ensure the security of our website, to maintain backups of our website and/or databases and to enable publication and administration of our website, other online services and business. Our lawful ground for this processing is our legitimate interests which in this case are to enable us to properly administer our website and our business.

Web Site Usage Information: We automatically collect IP addresses and Web site usage information from you when you visit the Website. This includes your login data, details about your browser, length of visit to pages on our website, page views and navigation paths, details about the number of times you use our website, time zone settings and other technology on the devices you use to access our website. The source of this data is from our analytics tracking system. We process this data to analyze your use of our website and other online services, to administer and protect our business and website, to deliver relevant website content and advertisements to you and to understand the effectiveness of our advertising. Our lawful ground for this processing is our legitimate interests which in this case are to enable us to properly administer our website and our business and to grow our business and to decide our marketing strategy.

Additionally we may collect usage information that is tied to Personally Identifiable Information for purposes of membership and profile tracking and enforcement. This information is used to ensure members are given appropriate access to our content and appropriate visibility for their profiles.

Marketing Data: that includes data about your preferences in receiving marketing from us and our third parties and your communication preferences. We process this data to enable you to partake in our promotions such as competitions, prize draws and free giveaways, to deliver relevant website content and advertisements to you and measure or understand the effectiveness of this advertising. Our lawful ground for this processing is our legitimate interests which in this case are to study how customers use our products/services, to develop them, to grow our business and to decide our marketing strategy.

Help Desk Information: Should you contact our Customer Support System with a question or technical concern, we will create and then store a customer support “ticket” that you will fill out. This is your support profile. This profile may include first name, last name, phone number, email address, and if needed to address your concern, city/state/zip and address.

We may use Customer Data, User Data, Technical Data and Marketing Data to deliver relevant website content and advertisements to you (including Facebook adverts or other display advertisements) and to measure or understand the effectiveness of the advertising we serve you. Our lawful ground for this processing is legitimate interests which is to grow our business. We may also use such data to send other marketing communications to you. Our lawful ground for this processing is either consent or legitimate interests (namely to grow our business).

Sensitive Data We do not collect any Sensitive Data about you. Sensitive data refers to data that includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health and genetic and biometric data. We do not collect any information about criminal convictions and offenses. Where we are required to collect personal data by law, or under the terms of the contract between us and you do not provide us with that data when requested, we may not be able to perform the contract (for example, to deliver goods or services to you). If you don't

provide us with the requested data, we may have to cancel a product or service you have ordered but if we do, we will notify you at the time.

We will only use your personal data for a purpose it was collected for or a reasonably compatible purpose if necessary. For more information on this please email us at [thesparkfile\[at\]gmail\[dot\]com](mailto:thesparkfile[at]gmail[dot]com). In case we need to use your details for an unrelated new purpose we will let you know and explain the legal grounds for processing. We may process your personal data without your knowledge or consent where this is required or permitted by law.

How We Collect and Retain Your Personal Information:

How we collect your Personal Information: We may collect data about you by you providing the data directly to us (for example by filling in forms on our site or by sending us emails). We may automatically collect certain data from you as you use our website by using cookies and similar technologies. Please see our cookie policy below for more details about this.

We may receive data from third parties such as analytics providers such as Google, advertising networks such as Facebook, such as search information providers such as Google, providers of technical, payment and delivery services, such as data brokers or aggregators.

Retention of your Personal Information: The Company retains Personal information for the purposes of sending you email notifications, delivering products you have purchased, and documenting coaching calls you have purchased, and therefore keeps the Personal information. If the Company finds that Personal Information collected is no longer necessary for its purposes, it will delete the Personal Information. We will only retain your personal data for as long as necessary to fulfill the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements. In some circumstances we may anonymize your personal data for research or statistical purposes in which case we may use this information indefinitely without further notice to you.

Your Consent: Controls and Choices

Our current controls and choices on our Site are as follows. Please [thesparkfile\[at\]gmail\[dot\]com](mailto:thesparkfile[at]gmail[dot]com) to manage these controls and choices.

Account Management

Marketing Subscription

Sharing Your Personal Information with Third Parties

Cookies and Web Beacons: The Company uses Cookies to analyze traffic for advertising and marketing purposes. Read our Cookie Disclosure Statement for more information on our use of cookies. You may accept or decline Internet Cookies by editing your browser's options. The Company uses web beacons (invisible images often referred to as pixel tags or clear GIFs) on our site in order to recognize users and assess traffic patterns. Web beacons are also included

in our email messages including newsletters in order to count how many email messages have been opened.

Cookie-Disclosure Statement

Cookies are a common type of technology used by most large websites. They allow you to move quickly around the site and allow us to provide a better level of service to you. The following is information that will help you understand the use of cookies.

What's a cookie? A cookie is a small file that is sent to your computer by a site's server. A cookie can be a record of your visit to a site, including information such as your User Name, registration information, time of last visit, pages viewed, etc. A cookie created by one site's servers can be retrieved only by that site's servers. Thus, information in the The Company's cookies is not accessible to other sites.

Using thesparkfile.com

In order to access thesparkfile.com successfully, your browser must be set to "accept all cookies." If you set your browser to "not accept" any cookies or you turn on the "cookie alert" feature, it may affect your user experience.

Why does The Company use cookies?

The Company uses cookies to allow you to move quickly through the site. When you first enter The Spark File site, for example, a test cookie confirms your browser's ability to retain cookies. Next, the database is checked to verify your subscription so you can gain access. A cookie is then temporarily "set" within your browser to allow you to proceed without having to confirm your identity with each subsequent page you request to view.

Without cookie technology, you would lose the ability to store your User Name and Password and save personalized settings.

Other cookies that you will receive during your sessions here are from Third Party Service Providers. These Third Party Service Providers may use their own cookies in order to serve surveys or premium content on our website.

So what's in it for TheSparkFile.com readers? Here's a quick rundown of the biggest advantages of cookies for you:

Faster, more convenient access. You don't have to identify yourself with each new page requested.

Better information. Through the use of cookies, The Company can determine which features are most popular with members on an aggregate basis and thus better serve your needs by developing new features and services in response to analysis of members' usage.

Will the cookies you send me go away? Most of the cookies expire after 24 hours from their time of issue. Others, such as those required to retain settings you elect (User Name, Password, Personalization preferences, etc.) will continue to reside on your hard drive for subsequent use by your browser, but are quite small and should not pose any significant disk capacity concern.

You are, of course, free to clear any and all cookies from your hard drive any time you wish. Additionally all major Internet browsers have a feature that allows you to erase cookies. This is usually found in the preferences section of your browser. Your browser's "Help" section should allow you to find this feature.

Remember, however, that deleting these cookies means any long-term settings (such as your stored User Name) will need to be reset.

There are also a number of software and shareware programs available that are designed to periodically purge cookie files from your hard disk. The Company does not recommend these applications and, as such, cannot address any resulting support issues that may be related to the use of these programs.

How to Contact Us

Data Protection Officer: Email [thesparkfile \[at\] gmail \[dot\] com](mailto:thesparkfile@gmail.com)