

Effective Date: February 2023

The following Privacy Policy governs the online information collection practices of this website. Specifically, it outlines the types of information gathered while using this website and the ways this information is used. This Privacy Policy, including the children's privacy statement, does not apply to any information you may provide or is collected offline in any setting, event or fashion.

Please read this Privacy Policy carefully. By visiting and using this website, you agree that your use of it, and any dispute over privacy, is governed by this Privacy Policy. Because the internet is an evolving platform, should any changes need to be made to this Privacy Policy in the future, the changes to the Privacy Policy will be posted on the website and the policy's Effective Date will be updated accordingly. By continuing to use the website after any such changes get made, you accept the Privacy Policy in its modified form.

How Information is Collected and Used

We may collect and store personal or other information which one voluntarily supplies while using the website. The website only contacts individuals who specifically request such communication in light of attending an event, signing up to receive appropriate messages, or after purchasing one of the website's products or services. This information typically includes name and e-mail address for registration or opt-in purposes and name, postal address, and credit card information when registering for an event or purchasing a product. All this information is provided voluntarily by you.

Please keep in mind that any personal information provided by you voluntarily, may be available for viewing by third parties online – for example on message boards, weblogs, through email, or in chat areas – that information can be seen, collected and used by others besides this website. We cannot be responsible for any unauthorized third-party use of such information. Indeed, the privacy policies of these third-party advertisers and ad servers may be different from ours. If you have any concerns about a third party's use of cookies or web beacons or use of your information, you should visit that party's website and review its privacy policy.

This website also includes links to other websites and provides access to products and services offered by third parties, whose privacy policies are not in our control. When you access another website or purchase third-party products or services through this website, use of any information you provide is governed by the privacy policy of the operator of the site you are visiting or the provider of such products or services.

We may also make some content, products and services available through our Site or by emailing messages to you through cooperative relationships with third-party providers, where the brands of our provider partner appear on the Site in connection with such content, products and/or services. We may share with our provider partner any information you provide, or that is collected, in the course of visiting any pages that are made available in cooperation with our provider partner. In some cases, the provider partner may collect information from you directly, in which cases the privacy policy of our provider partner may apply to the provider partner's use of your information. The privacy policy of our provider partners may differ from ours. If you have any questions regarding the privacy policy of one of our provider partners, you should contact the provider partner directly for more information. Be aware that occasionally this website may release information about its visitors when such a release is appropriate to comply with law or to protect the rights, property or safety of users of the Site or the public. Please also note that as this business grows, various assets may get bought or sold, and while it is highly unlikely, the assets of this website which are acquired by another company, could potentially include information about this website's users.

Children's Privacy Statement

This children's privacy statement explains our practices with respect to the online collection and use of personal information from children under the age of thirteen, and provides important information regarding their rights under federal law with respect to such information.

This website is not directed to children under the age of thirteen and NO personally identifiable information from children under the age of thirteen is collected by this website. If we become aware that this website has inadvertently received personally identifiable information from a user under the age of thirteen, such information will be deleted from the records. Such information will only be retained in the future, if and when, verifiable parental consent is obtained beforehand. Because this website does not knowingly collect any personally identifiable information from children under the age of thirteen, this website also does NOT knowingly distribute such information to third parties.

How is personal information stored?

Your information is stored at the list server that delivers the website's content and messaging. Your information can only be accessed by those who help manage those lists in order to deliver email to those who would like to receive the website's material.

All of the messaging or emails that are sent to you by the website include an unsubscribe link in them. One can remove his or herself at any time from the mailing list by clicking on the unsubscribe link that can be found in every communication that the website sends out.

Disclaimer

Although it is highly unlikely, this policy may be changed at any time at our discretion. Should this policy get updated, the updates will be posted to this page of the website.

Any questions or concerns regarding the privacy policy can be directed to sphghostauthor@yahoo.com.

Terms of Service

Effective February 2023

General

This website is owned and operated by Simon Perlsweig's Ghostwriting Services. By using the Site, you agree to be bound by these Terms of Service and to use the website in accordance with these Terms of Service, its Privacy Policy, its Refund Policy and any additional terms and conditions that may apply to specific sections of the website or to the products and services available through the website. Accessing the website, in any manner, whether automated or otherwise, constitutes use of the website and your agreement to be bound by these Terms of Service.

The right to change these Terms of Service or to impose new conditions on the use of the website, from time to time, is reserved and in such cases, the revised Terms of Service will be posted on this website. By continuing to use the website after any such changes are posted, you accept the Terms of Service, as modified.

Intellectual Property Rights

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Your License to Us. By posting or submitting any material (including, without limitation, comments, blog entries, Facebook postings, photos and videos) to us via the website, internet groups, social media venues, or to any of our staff via email, text or otherwise, you are representing: (i) that you are the owner of the material, or are making your posting or submission with the express consent of the owner of the material; and (ii) that you are thirteen years of age or older. In addition, when you submit, email, text or deliver or post any material, you are granting us, and anyone authorized by us, a royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide license to use, copy, modify, transmit, sell, exploit, create derivative works from, distribute, and/or publicly perform or display such material, in whole or in part, in any manner or medium, now known or hereafter developed, for any purpose. The foregoing grant shall include the right to exploit any proprietary rights in such posting or submission, including, but not limited to, rights under copyright, trademark, service mark or patent laws under any relevant jurisdiction. Also, in connection with the exercise of such rights, you grant us, and anyone authorized by us, the right to identify you as the author of any of your postings or submissions by name, email address or screen name, as we deem appropriate.

You acknowledge and agree that any contributions originally created by you for us shall be deemed a "work made for hire" when the work performed is within the scope of the definition of a work made for hire in Section 101 of the United States Copyright Law, as amended. As such, the copyrights in those works shall belong to us from their creation. Thus, we shall be deemed the author and exclusive owner thereof and shall have the right to exploit any or all of the results and proceeds in any and all media, now known or hereafter devised, throughout the universe, in perpetuity, in all languages, as we determine. In the event that any of the results and proceeds of your submissions hereunder are not deemed a "work made for hire" under Section 101 of the Copyright Act, as amended, you hereby, without additional compensation, irrevocably assign, convey and transfer to us all proprietary rights, including without limitation, all copyrights and trademarks throughout the universe, in perpetuity in every medium, whether now known or hereafter devised, to such material and any and all right, title and interest in and to all such proprietary rights in every medium, whether now known or hereafter devised, throughout the universe, in perpetuity. Any posted material which are reproductions of prior works by you shall be co-owned by us.

You acknowledge that we have the right but not the obligation to use and display any postings or contributions of any kind and that we may elect to cease the use and display of any such materials (or any portion thereof), at any time for any reason whatsoever.

Limitations on Linking and Framing. You may establish a hypertext link to the website so long as the link does not state or imply any sponsorship of your site by us or by the website. However, you may not, without our prior written permission, frame or line link any of the content of the website, or incorporate into another website or other service any of our material, content or intellectual property.

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You agree at all times to defend, indemnify and hold harmless, us, and our affiliates, successors, transferees, assignees and licensees and respective parent and subsidiary companies, agents, associates, officers, directors, shareholders and employees of each from and against any and all claims, causes of action, damages, liabilities, costs and expenses, including legal fees and expenses, arising out of or related to your breach of any obligation, warranty, representation or covenant set forth herein.

For purposes of full disclosure, we may earn money, such as in the form of commissions, or receive other benefits for recommending, endorsing or linking to a product or service via this site or via an email to our database. We may receive compensation in the event that you click on certain links on this site, and make a purchase after doing so.

Online Commerce

Certain sections of the website may allow you to purchase many different types of products and services online that are provided by third parties. We are not responsible for the quality, accuracy, timeliness, reliability or any other aspect of these products and services. If you make a purchase from a merchant on the website or on a site linked to by the website, the information obtained during your visit to that merchant's online store or site, and the information that you give as part of the transaction, such as your credit card number and contact information, may be collected by both the merchant and us. A merchant may have privacy and data collection practices that are different from ours. We have no responsibility or liability for these independent policies. In addition, when you purchase products or services on or through the Site, you may be subject to additional terms and conditions that specifically apply to your purchase or use of such products or services. For more information regarding a merchant, its online store, its privacy policies, and/or any additional terms and conditions that may apply, visit that merchant's website and click on its information links or contact the merchant directly. You release us and our affiliates from any damages that you incur, and agree not to assert any claims against us or them, arising from your purchase or use of any products or services made available by third parties through the website.

Your participation, correspondence or business dealings with any third party found on or through our website, regarding payment and delivery of specific goods and services, and any other terms, conditions, representations or warranties associated with such dealings, are solely between you and such third party. You agree that we shall not be responsible or liable for any loss, damage, or other matters of any sort incurred as the result of such dealings.

You agree to be financially responsible for all purchases made by you or someone acting on your behalf through the website. You agree to use the website and to purchase services or products through the website for legitimate, non-commercial purposes only. You also agree not to make any purchases for speculative, false or fraudulent purposes or for the purpose of anticipating demand for a particular product or service. You agree to only purchase goods or services for yourself or for another person for whom you are legally permitted to do so. When making a purchase for a third party that requires you to submit the third party's personal information to us or a merchant, you represent that you have obtained the express consent of such third party to provide such third party's personal information.

Interactive Features

This website may include a variety of features, such as bulletin boards, web logs, chat rooms, and email services, which allow feedback to us and real-time interaction between users, and other features which allow users to communicate

with others. Responsibility for what is posted on bulletin boards, web logs, chat rooms, and other public posting areas on the website, or sent via any email services on the Site, lies with each user – you alone are responsible for the material you post or send. We do not control the messages, information or files that you or others may provide through the Site. It is a condition of your use of the website that you do not:

Restrict or inhibit any other user from using and enjoying the website.

Use the website to impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity.

Interfere with or disrupt any servers or networks used to provide the website or its features, or disobey any requirements, procedures, policies or regulations of the networks used to provide the website.

Use the website to instigate or encourage others to commit illegal activities or cause injury or property damage to any person.

Gain unauthorized access to the website, or any account, computer system, or network connected to this website, by means such as hacking, password mining or other illicit means.

Obtain or attempt to obtain any materials or information through any means not intentionally made available through this website.

Use the website to post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law.

Use the website to post or transmit any information, software or other material that violates or infringes upon the rights of others, including material that is an invasion of privacy or publicity rights or that is protected by copyright, trademark or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or rights holder.

Use the website to post or transmit any information, software or other material that contains a virus or other harmful component.

Use the website to post, transmit or in any way exploit any information, software or other material for commercial purposes, or that contains advertising.

Use the website to advertise or solicit to anyone to buy or sell products or services, or to make donations of any kind, without our express written approval.

Gather for marketing purposes any email addresses or other personal information that has been posted by other users of the website.

We have no obligation whatsoever to monitor any of the content or postings on the message boards, chat rooms or other public forums on this website. However, you acknowledge and agree that we have the absolute right to monitor the same at our sole discretion. In addition, we reserve the right to alter, edit, refuse to post or remove any postings or content, in whole or in part, for any reason and to disclose such materials and the circumstances surrounding their transmission to any third party in order to satisfy any applicable law, regulation, legal process or governmental request and to protect ourselves, our clients, sponsors, users and visitors.

Registration

To access certain features of the website, you may be asked to provide certain demographic information including your gender, year of birth, zip code and country. In addition, if you elect to sign-up for a particular feature of the website, such as chat rooms, web logs, or bulletin boards, you may also be asked to register on the form provided and such registration may require you to provide personally identifiable information such as your name and email address. You agree to provide true, accurate, current and complete information about yourself as prompted by the website's registration form. If we have reasonable grounds to suspect that such information is untrue, inaccurate, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the website (or any portion thereof). Our use of any personally identifiable information you provide to us as part of the registration process is governed by the terms of our Privacy Policy.

Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL WE, OUR SUBSIDIARY AND PARENT COMPANIES OR AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE SITE, INCLUDING OUR MESSAGING, BLOGS, COMMENTS OF OTHERS, BOOKS, EMAILS, PRODUCTS, OR SERVICES, OR THIRD-PARTY MATERIALS, PRODUCTS, OR SERVICES MADE AVAILABLE THROUGH THE SITE OR BY US IN ANY WAY, EVEN IF WE ARE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. (BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, OUR LIABILITY AND THE LIABILITY OF OUR SUBSIDIARY AND PARENT COMPANIES OR AFFILIATES IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.) YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT WE ARE NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER. IF YOU ARE DISSATISFIED WITH THE SITE, ANY MATERIALS, PRODUCTS, OR SERVICES ON THE SITE, OR WITH ANY OF THE SITE'S TERMS AND CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE AND THE PRODUCTS, SERVICES AND/OR MATERIALS.

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NOTHING STATED OR POSTED ON THIS SITE OR AVAILABLE THROUGH ANY SERVICES ARE INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, THE PRACTICE OF MEDICAL OR COUNSELING CARE. FOR PURPOSES OF THIS AGREEMENT, THE PRACTICE OF MEDICINE AND COUNSELING INCLUDES, WITHOUT LIMITATION, PSYCHIATRY, PSYCHOLOGY, PSYCHOTHERAPY, OR PROVIDING HEALTH CARE TREATMENT, INSTRUCTIONS, DIAGNOSIS, PROGNOSIS OR ADVICE.

Termination

We may cancel or terminate your right to use the website or any part of the website at any time without notice. In the event of cancellation or termination, you are no longer authorized to access the part of the website affected by such cancellation or termination. The restrictions imposed on you with respect to material downloaded from the website, and the disclaimers and limitations of liabilities set forth in these Terms of Service, shall survive.

Refund Policy

Your purchase of a product or service or ticket to an event may or may not provide for any refund. Each specific product, service, event or course will specify its own refund policy.

Your satisfaction with our ghostwriting services is important to us. Yet, because of the extensive time, effort, preparation and care that goes into providing those services, along with the many downloadable intellectual property we include in many of those, we must a very strict refund policy. Most of our content is digital and therefore, a lengthy refund policy could result in the theft of our materials.

Unless otherwise provided by law, you acknowledge that we do not offer refunds for any portion of your payment after 30 days for any of our products or services, and no refunds will be provided to you. Any concerns or matters regarding refunds may be directed via email to spghostauthor@yahoo.com within the 30-day refund period and your purchase will be refunded. No refunds will be given for any reason beyond the 30-day refund period.

Other

The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under the U.S. copyright law. If you believe in good faith that materials hosted by us infringes your copyright, you, or your agent may send to us a notice requesting that the material be removed or access to it be blocked. Any notification by a copyright owner or a person authorized to act on its behalf that fails to comply with the requirements of the DMCA shall not be considered sufficient notice and shall not be deemed to confer upon us actual knowledge of facts or circumstances from which infringing material or acts are evident. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send to us a counter-notice. All notices and counter notices must meet the then current statutory requirements imposed by the DMCA; see <http://www.loc.gov/copyright> for details.

This Agreement shall be binding upon and inure to the benefit of us and our respective assigns, successors, heirs, and legal representatives. Neither this Agreement nor any rights hereunder may be assigned without the prior written consent of us. Notwithstanding the foregoing, all rights and obligations under this Agreement may be freely assigned by us to any affiliated entity or any of its wholly owned subsidiaries.

Dispute Resolution:

These Terms of Use shall be governed by and construed in accordance with the laws of the State of Massachusetts and any dispute shall be subject to binding arbitration in Essex County, Massachusetts. 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.