

VISITOR FROM MARS  
PRIVACY POLICY AND TERMS OF USE

Our privacy policy and terms of use are effective June 1, 2019.

The policy complies with the California Online Privacy Protection Act.

Visitor from Mars (the Company) designs and sells journals to write in. The only personally identifiable information a journal buyer provides on the website is the standard information to complete a purchase through PayPal, Credit Cards, or Amazon.

Other than completing purchases with those credit entities, we have no knowledge that anyone is collecting personally identifiable information (pii) while a customer is on the site.

If a purchase is not made, we obtain no personally identifiable information about the visitor to the site.

We do not use cookies.

We do not do online tracking.

We do not sell personally identifiable information.

Questions or concerns about our privacy policies and terms of use of the site can be directed to Carol McCleary at [visitorfrommars@verizon.net](mailto:visitorfrommars@verizon.net).

We do not knowingly sell or ship any items ordered through our site directly to anyone who we know to be under the age of 13, nor do we collect any personally identifiable information (pii) from anyone who we know to be under the age of 13. If you are under the age of 18, you should use this Site only with the involvement of a parent or guardian and should not submit any pii to us. If we discover that a person under the age of 13 has provided the company with pii, the company will use commercially reasonable efforts to delete such person's pii from its system.

We strive to ensure the security of the use site. Unfortunately, no security measures are perfect or impenetrable and no data transmission over the internet can be guaranteed to be 100% secure. The company cannot guarantee that unauthorized access, hacking, data loss, or other breaches will never occur. We cannot and do not ensure or warrant the security of any information you transmit and you do so at your own risk.

**CHOICE OF LAW:** This privacy policy, including all revisions and amendments thereto, is governed by the internal laws of the United States, State of California, without regard to its conflict or choice of law principles which would require application of the laws of another jurisdiction.

**ARBITRATION:** By using this Site in any way, you unconditionally consent and agree that: (1) any claim, dispute, or controversy (whether in contract, tort, or otherwise) you may have against our company and/or its parent, subsidiaries, affiliates and each of their respective officers, directors and employees (all such individuals and entities collectively referred to herein as the “Company Entities”) arising out of, relating to, or connected in any way with the Site or the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS; (2) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (“FAA”), 9 U.S.C. §§ 1-16; (3) the arbitration shall be held in the major United States city that is closest to your place of residence; (4) the arbitrator’s decision shall be controlled by the terms and conditions of this Privacy Policy and any of the other agreements referenced herein that the applicable user may have entered into in connection with the Site; (5) the arbitrator shall apply California law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (6) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only your and/or the applicable company entity’s individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (7) the arbitrator shall not have the power to award punitive damages against you or any company entity; (8) in the event that the administrative fees and deposits that must be paid to initiate arbitration against any company entity exceed \$125 USD, and you are unable (or not required under the rules of JAMS) to pay any fees and deposits that exceed this amount, Company agrees to pay them and/or forward them on your behalf, subject to ultimate allocation by the arbitrator. In addition, if you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Company will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (9) with the exception of subpart (6) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (6) is found to be invalid, unenforceable or illegal, then the entirety of this Arbitration Provision shall be null and void, and neither you nor Company shall be entitled to arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at [www.jamsadr.com](http://www.jamsadr.com).

THIS SECTION LIMITS CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM, THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN THE JAMS RULE, AND THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF. OTHER RIGHTS THAT YOU OR THE COMPANY WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

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**DISCLAIMERS/LIMITATIONS ON LIABILITY:** YOU UNDERSTAND AND AGREE THAT THIS WEBSITE AND ALL MATERIAL AND INTELLECTUAL PROPERTY CONTAINED ON IT ARE DISTRIBUTED “AS IS” “AS AVAILABLE” “WITH ALL FAULTS” AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OR THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU AND YOU MAY HAVE OTHER RIGHTS. YOU AGREE THAT COMPANY AND ITS PARENTS, AFFILIATES, SUBSIDIARIES, LICENSORS, PARTNERS AND ASSIGNS, AND EACH OF THEIR RESPECTIVE EMPLOYEES, OFFICERS AND DIRECTORS (COLLECTIVELY, THE “RELEASED PARTIES”), ARE NOT LIABLE TO YOU FOR DAMAGES OF ANY KIND,

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BY ACCESSING THIS WEBSITE, YOU AGREE TO THE FOLLOWING: I UNDERSTAND THAT I MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." HOWEVER, THE FOREGOING PROVISION SHALL NOT APPLY TO NEW JERSEY CONSUMERS.

The company makes no representation or warranty whatsoever regarding the completeness, accuracy, currency or adequacy of any information, facts, views, opinions, statements or recommendations contained on this website and/or the material. Reference to any product, process, publication or service of any third party by trade name, domain name, trademark, service mark, logo, manufacturer or otherwise does not constitute or imply its endorsement or recommendation by company. views and opinions of users of this website do not necessarily state or reflect those of company. Users are responsible for seeking the advice of professionals, as appropriate, regarding the information, opinions, advice or content available at this website.

The internet may be subject to breaches of security. The company is not responsible for any resulting damage to any user's computer from any such security breach, or from any virus, bugs, tampering, unauthorized intervention, fraud, error, omission, interruption, deletion, defect, delay in operation or transmission, computer line failure or any other technical or other malfunction, except if caused by company's own negligence. You should also be aware that email submissions over the internet may not

be secure, and you should consider this before e-mailing company any information. The company makes no representation or warranty whatsoever regarding the suitability, functionality, availability or operation of this website. This website may be temporarily unavailable due to maintenance or malfunction of computer equipment.

**INDEMNIFICATION:** BY USING THIS WEBSITE YOU AGREE TO INDEMNIFY, DEFEND AND HOLD THE RELEASED PARTIES HARMLESS FROM AND AGAINST ANY THIRD PARTY CLAIMS, ALLEGED CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, DAMAGES, LOSSES, LIABILITIES, AND ALL COSTS AND EXPENSES OF DEFENSE, INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, ARISING OUT OF, IN CONNECTION WITH AND/OR RELATING TO: YOUR BREACH OF YOUR REPRESENTATIONS, WARRANTIES, COVENANTS OR AGREEMENTS HEREUNDER; YOUR VIOLATION OF THESE TERMS OR ANY LAW; YOUR USE OF THIS WEBSITE AND/OR THE MATERIAL IN VIOLATION OF THESE TERMS; ALL OF YOUR SUBMISSIONS; INFORMATION OR MATERIAL POSTED OR TRANSMITTED THROUGH YOUR COMPUTER OR MEMBERSHIP ACCOUNT, EVEN IF NOT SUBMITTED BY YOU, THAT INFRINGES ANY COPYRIGHT, TRADEMARK, TRADE SECRET, TRADE DRESS, PATENT, PUBLICITY, PRIVACY OR OTHER RIGHT OF ANY PERSON OR DEFAMES ANY PERSON; ANY MISREPRESENTATION MADE BY YOU; AND/OR COMPANY'S USE OF YOUR INFORMATION. YOU WILL COOPERATE AS FULLY AND AS REASONABLY REQUIRED IN COMPANY'S DEFENSE OF ANY CLAIM. COMPANY RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, AND YOU SHALL NOT IN ANY EVENT SETTLE ANY SUCH MATTER WITHOUT THE WRITTEN CONSENT OF COMPANY. HOWEVER, THIS INDEMNIFICATION PROVISION SHALL NOT APPLY TO THE EXTENT THAT ANY CLAIM IS THE RESULT OF COMPANY'S OWN NEGLIGENCE, FRAUD, WILLFUL INJURY OR WILLFUL VIOLATION OF LAW.

**SUBMISSIONS POLICY:** The company is pleased to hear from its users and welcomes your comments regarding company's services and products. Nevertheless, company's long-standing company policy does not allow it to accept or consider creative ideas, suggestions, or materials other than those it has specifically requested (see below). While we value your feedback on our services and products, we request that you be specific in your comments on those services and products, and that you not submit any creative ideas, suggestions, or materials. We hope you will understand that it is the intent of this policy to avoid the possibility of future misunderstandings when projects developed by company's or its affiliates' professional staff might seem to others to be similar to their own creative work. Accordingly, we ask that you do not send us any original creative materials such as show designs, photographs, drawings, original artwork, or writings.

**YOUR ABILITY TO ACCEPT TERMS:** You affirm that you are 13 years of age or older and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these terms, and to abide by and comply with these terms.