

Idea Decanter.

Privacy Policy

Last Updated: September 7, 2018

At Idea Decanter (“Idea Decanter,” “We,” “Us,” or “Our”), we have a few fundamental principles:

1. We don’t and won’t ask you for personally identifying information unless we truly need it. To make this Privacy Policy easier to read, www.ideadecanter.com and our products and services and are collectively called the “Services.”
2. We don’t share your personally identifying information with anyone, except as needed, for marketing purpose, to provide service or product support, to comply with the law, or to protect our rights.
3. We don’t store personal or customer information on our servers unless required for the on-going operation of our Services.

This Privacy Policy does not apply to the privacy practices of third parties whose links may appear on or through the Services. We are not responsible for the content or privacy practices of third parties or other users.

We recommend that you exercise caution before you voluntarily disclose personally identifiable information to other users, on publically accessible or displayable parts of the Service, or through third-party links on third-party websites or platforms.

If you have questions about deleting or correcting your personal data please contact our Support team at support@ideadecanter.com.

Collection and Use of Information

a) **Registration Information.**

In order to utilize some of the Services you will need to set up an account with us, we require certain identifying information that will be linked to your account, including your name and email address. In addition, email addresses are added to our newsletter to keep you up to date. We encourage you to exercise caution before voluntarily disclosing other types of personally identifying information about yourself, and prohibit you from disclosing any personally identifying information about another person, whether another account holder or not. Personally identifying information generally includes, but is not limited to, a person’s name, address, professional titles, company affiliation and any other information that is able to identify an individual.

b) **Email Addresses.**

We **do not** and **will not** send spam, sell or rent your email address or any social media login account (“Account”) information to third parties. We **do not** disclose, sell, share, trade or give away a user’s personal information to third parties, except as needed for completing payment and billing transactions through the services of payment processing vendors (i.e. PayPal), if applicable.

c) **Logging Statistics**

Like most website operators, our servers automatically collect certain types of non-personally-identifying, technical information, such as the browser type, language preference, referring site, and the date and time of each visitor request.

- What website you came from to get here
- How long you stay for
- What kind of device you're using

We use this information to better understand how our visitors use our website, and to maintain Services.

d) Location Information & IP Addresses

We do not collect or store location data through your use of the Services. Internet Protocol addresses indicate the location of a User's computer or mobile device on a network connected to the Internet. Providing Services to you may result in the logging of IP addresses for systems administration, troubleshooting purposes and to prevent prohibited account sharing. While this may be used to infer an approximation of your location when using certain features of the Services, we do not log IP addresses to track your session. If you are an account holder, we may link IP addresses to personally identifiable information in order to monitor account sharing and prevent prohibited activity.

e) Data Aggregation

In addition to the other uses described in this Policy, you agree that we may extract and use information from the information you disclose for the purposes of aggregating data in a non-identifiable method. This aggregated data may be used internally to improve services or without limitation, to develop, analyze, combine, or publish the aggregated data for commercial purposes.

f) Cookies

Your use of the Services may result in the assignment and storage of session cookies to recognize your access privileges. A cookie is a text file that is placed on the hard disk of your computer or mobile device by a server. Session cookies expire when you end your session and close your browser interface. Cookies cannot be used to run programs or deliver viruses to your computer or mobile device. Cookies are uniquely assigned to you, and can only be read by a server in the domain that issued the cookie to you. We use cookies to help us identify and track visitors, their usage of and preferences on our website. Visitors who do not wish to have cookies placed on their computers or mobile devices should set their browsers to "Refuse Cookies" before using our Services, with the drawback that certain features of our Services may not function properly without the aid of cookies.

Protection of Certain Personally Identifying Information

We take all measures reasonably necessary to protect against the unauthorized access, use, alteration or destruction of potentially personally identifying information.

We disclose potential personally identifying information only on an as needed (or required) basis as follows:

1. To Our employees that: (i) need to know that information in order to process it on our behalf or to provide the Services; and (ii) that have expressly agreed not to disclose it to others. Note* Some of those employees, and contractors may be located outside of your home country; by using the Services you consent to the transfer of such information to them.
2. As required by law such to comply with a subpoena or similar legal process. To the extent we are legally permitted to do so, we will take commercially reasonable steps to notify you in the event that we are required to provide your personal information to third parties as part of a legal process.
3. When we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, or respond to a written government request

4. If We become involved in a merger, acquisition, or any form of sale of some or all of its assets. In the event of a merger, acquisition, or any form of sale of some or all of our assets, we will ensure that the acquiring organization agrees to protect personal information in accordance with the commitments we have made in this Privacy Notice, and that the acquiring organization will provide notice before personal information, customer information, or business information becomes subject to a different privacy notice.
5. To any other third party with your prior consent to do so. We do not sell your personal information to third parties.

Feedback & Support

If you send us a request (via a support email or one of our feedback channels), we reserve the right to publish it (stripped of all personally identifying information, of course) in order to help us clarify or respond to your request or to help us support other users (i.e. create an FAQ database).

We may provide technical support to service your Account(s) with us. In order to do so, we may use certain personally identifying information, with your consent, to access your account for the purpose of troubleshooting, running tests, and/or otherwise providing support. In providing technical support to you, we may potentially see other personally identifying information viewable on your Account pages. As with all other information, we promise to hold any information we encounter in the process of providing support to the highest possible security and protection standards.

Accessing and Updating your Personal Information

To review, access, or update your personal information to review its accuracy, or request deletion please contact us at support@ideadecanter.com.

We will make commercially reasonable efforts to provide you with reasonable access to any of your personal or other account information we maintain within forty-five (45) days of your request. We provide this access so you can review, make corrections, or request deletion of your information. If we cannot honor your request within the 45-day period, we will tell you when we will be able to provide access. In the unlikely event that we cannot provide you access to your information, we will explain why we cannot do so.

Please note that any changes you make will be reflected in our active user database within a reasonable time, however we may retain information you submit for backups, archiving, prevention of fraud, to satisfy legal obligations, or otherwise we reasonably believe there is a legitimate reason to do so.

You can opt out of receiving marketing communication we send you at any time. You can exercise this right by clicking on the “unsubscribe” link in the emails we send you or by contacting us at support@ideadecanter.com.

Additional information for International Users

If you are visiting this website and/or accessing the Services from outside the United States, please be aware that you are sending information (including Personal Information) to the United States where Our servers are located. This information may be transferred within the United States or back out of the United States to other countries outside of your country of residence, depending on the type of information and how its stored by us. These countries (including the United States) may not necessarily have data protection laws as comprehensive or protective as those in your country of residence, however, our collection, storage and use of your Personal Information will at all times be governed by this Privacy Policy.

EU Users

If you are a resident of an EU nation and use our Services from within the EU, you acknowledge that any information that we collect and store, for the limited purposes outlined above in this Privacy Policy, will be collected and stored outside of the EU. For avoidance of confusion, references to “personal information” in this policy are equivalent to what is commonly referred to as “personal data” in the EU.

Brazilian Users

The personal information collected, stored, used and/or processed by Us, as described in this privacy policy, are collected, stored, used and/or processed in accordance with Brazilian Law No. 12,965/2014. By clicking “I Accept” or any other button indicating your acceptance of this privacy policy, you expressly consent to the collection, use, storage and processing of your personal information by Us as described.

By clicking “I Accept,” you consent to the collection, use, disclosure, and processing of your personal information in the manner described in this Privacy Policy, including our procedures related to cookies and IP addresses. We store data about or from you in the US. You understand that the US does not have the same level of protection for personal information that exists in other countries. Your consent is voluntary, and you may revoke your consent by opting out at any time. If you choose to opt-out, we can no longer provide you with the Services. If you have enabled cookies on your web browser, you consent to our use of cookies as described in this Privacy Policy.

Security

To prevent unauthorized access, safeguard data accuracy, and maintain the appropriate use of information, we have put in place appropriate physical, technical, and administrative procedures to protect the personal information data you submit. We make every effort to ensure the integrity and security of our network and systems. However, since the Internet is not 100% secure and as new technology evolves and emerges, we cannot guarantee that our security measures will prevent third-party interferences from illegally obtaining or tampering with your personal information.

We encourage you to help us by also taking precautions to protect your personal data when you use the Services. Change your Account password often, using a combination of letters, numbers, and characters, and make sure you use a secure connection.

Privacy of Minors

We do not promote or offer the Services for use by anyone under the age of 13 (“minors”). Idea Decanter does not knowingly solicit or collect personal information from minors, and we will not knowingly link to any third-party website or platform, or host any of your Sites that solicit or collect personal information from minors. If you believe that a minor has disclosed personal information to us or that we have linked to such a third-party or user website or platform, please contact us at support@ideadecanter.com.

Business Transfers

If the ownership of Idea Decanter substantially changes, such that all of its assets were acquired, or merged into another entity, or in the unlikely event that Idea Decanter enters bankruptcy, you understand that any stored personally identifying, and non-personally identifying information and data will likely be one of the assets that is transferred or acquired by a third party. You acknowledge that such transfers may occur, and that any acquirer or merging entity of Idea Decanter may continue to use your personal information as set forth in this policy.

Privacy Policy Changes

We may change or modify this Privacy Policy from time to time, in our sole discretion. We encourage you to frequently check this page for any changes to our Privacy Policy.

Idea Decanter Terms of Service

Last Updated: September 6, 2018

Welcome to the Idea Decanter Terms of Service (the “Terms”). Please read these Terms carefully because they govern your use of our website www.ideadecanter.com (the “Site”) and the services and products available at or through the website. If you have any questions, contact us at support@ideadecanter.com. To make these Terms easier to read, the Site and our products and services are collectively called the “Services.”

Agreement to Terms

By accessing or using our Services, you agree to be bound by these Terms. If you do not agree to these Terms, it’s simple: do not use the Services.

Changes to Terms or Services

We may modify the Terms and our Services at any time, in our sole discretion. If we do so, we will let you know by email or by posting notice on the Site. It’s important that you review the Terms whenever we modify them because continuing to use the Services after we have posted modified Terms on the Site indicates to us that you agree to be bound by the modified Terms. If you don’t agree to be bound by the modified Terms, then please discontinue use of the Services immediately. Because our Services are evolving over time we may change or discontinue all or any part of the Services at any time, and without notice to you, at our sole discretion.

Creating an Account

In order to access and use the Services, you will need to create an account (your “Account”). By creating an Account, you become a “User” and represent that you are thirteen (13) years or older and are not barred from using the Services under applicable law.

Your Account should be yours – don’t use the Services under the name of another person with the intent to impersonate that person, or use a username that is subject to the rights of another person without appropriate authorization. You must be a human to use the Services and an automated account is not allowed. This policy also applies beyond Account creation to the general use of the Services. “Robot” (or automatic) activity is not allowed. Keep it real, people.

We reserve the right to suspend or terminate your Account if any information provided during the registration process or thereafter proves to be inaccurate, false or misleading, or to reclaim any username that you create through the Services that violates our Terms. You are responsible for maintaining the confidentiality of your password and Account, and agree to notify us if your password is lost, stolen, or disclosed to an unauthorized third party, or otherwise may have been compromised. You are responsible for activities that occur under your Account.

Idea Factory Subscription

Idea Decanter monthly Subscription plan gives you access to all branded videos from the suite. The allows you to choose your videos all to be delivered reasonably after receipt of annual plan payment and branding elements (i.e. logo).

Outdated Content. Idea Decanter strives for video content of the highest quality and relevance but it cannot control regulatory changes or website changes to any third party services. Idea Decanter will not be responsible for replacing old or outdated video content. All use of the videos will be at your discretion.

Cancellation. To cancel your Subscription, you must notify Idea Decanter before the billing period ends. No portion of amounts paid shall be refunded, unless determined otherwise in Idea Decanter's sole discretion. Upon cancellation, your right to use videos already delivered will remain in accordance with this agreement.

Price and Charges

Subscription price shall be the price agreed upon by you at the start of the Subscription, when the first payment is received. Idea Decanter may, from time to time, increase the price of Subscriptions. You will receive at least one (1) full month notice of any upcoming price increase. During this period, you will have the right to cancel your Subscription in accordance with these terms, and if you do not cancel your Subscription by the date of the increase your Subscription shall renew at the new price. Subscription fees are collected in accordance with your Subscription plan preferences, either on an annual or bi-monthly basis. Members are responsible for the payment of all fees charged. If payment is declined by the Member's card issuer (either for advanced authorization or incurred charges), Idea Decanter may suspend or terminate the Member's Subscription. Idea Decanter reserves the right to send or assign a delinquent Member account to a third party collection agency.

Subscription Support

Idea Decanter offers Subscription support options please contact us at support@ideadecanter.com for additional information.

Member Content

For purposes of these Terms: (i) "Content" means text, graphics, images, music, software, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the Services; and (ii) any Content that Members (including you) provide to be made available through the Services.

You are responsible for the Content that you post to the Services, including its legality, reliability, and appropriateness. By posting Content to the Services, you grant a non-exclusive, transferable, sublicensable, worldwide, royalty-free right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Services. You agree that this license includes

the right for us to make such Content available to other Members of the Services, who may also use such Content subject to these Terms.

You represent and warrant that: (i) the Content is yours (you own it) or you have the right to use it and grant us the rights and license as provided in these Terms, and (ii) the posting of the Content on or through the Services does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.

Idea Decanter does not claim any ownership rights in any Content that you make available through the Services and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit your own Content. However, you grant us a non-exclusive, non-transferable, non-sublicensable, worldwide license to use any Content submitted by you in relation to the Services, including the promotion and advertisement of Services.

Idea Decanter's Content

Subject to your compliance with these Terms, Idea Decanter grants you a limited, non-exclusive, non-transferable, non-sublicensable license to access and view our content ("Idea Decanter Content") solely in connection with your permitted use of the Services. For the purposes of these Terms, Idea Decanter Content shall include all text, graphics, images, site and screen layouts, arrangements and themes, music, software, audio, video, works of authorship by us or our affiliates of any kind, and information or other materials that are posted or generated by Idea Decanter or our affiliates.

You have the right to view and access Idea Decanter Content. However, you may not copy, borrow, modify, or otherwise reproduce, and must immediately cease using, copying, borrowing, modifying, or otherwise reproducing any site and screen layouts, arrangements and themes provided through this Service. At no time is any Member permitted to: (i) transfer, sublicense, sell, lease, lend, rent, or otherwise distribute Idea Decanter Content or the Services to a third party; (ii) decompile, reverse-engineer, disassemble, or create derivative works of the Services or any Idea Decanter Content; or (iii) use the Services or Idea Decanter Content in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms.

1.1 Intellectual Property

The Services contain material that may be protected by United States and international copyright, trademark, and other proprietary information, including, but not limited to, audio, video, graphic, photographic and text information, and all Idea Decanter Content. Idea Decanter and any of its licensors exclusively own all right, title and interest in, and to the Services and Idea Decanter Content, including all associated intellectual property rights. You acknowledge that the Services and Idea Decanter Content are protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter, or obscure any copyright, trademark, service mark, or other proprietary rights or notices incorporated in or accompanying the Services and Idea Decanter Content. Further, you may not modify, distribute, publish, transmit, publicly display, publicly perform, participate in the transfer or sale, create derivative works of, or in any way exploit any of the Idea Decanter Content, in whole or in part. Any violation of these restrictions may result in intellectual property infringement that may subject you to civil and/or criminal penalties. You will be solely liable for any damage resulting from any infringement of copyrights, trademarks, proprietary rights or any other harm resulting from a submission of information protected by intellectual property rights in a third party, if such submission is made without express permission of the intellectual property rights holder.

Feedback

We welcome feedback, comments, and suggestions for improvements to the Services. You can submit feedback by emailing us at support@ideadecanter.com. You grant to us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sublicensable, and transferable license under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon, and otherwise exploit the feedback for any purpose.

Privacy policy

Your privacy is important to us. Please review our Privacy Policy for information about the data we may collect and use. Our Privacy Policy is incorporated in these Terms, and is available at www.ideadecanter.com/privacy-policy.

DMCA/Copyright Policy

Idea Decanter respects copyright law and expects its visitors and Members to do the same. It is our policy to terminate in appropriate circumstances the Accounts of Members who repeatedly infringe the rights of copyright holders.

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 U.S. copyright law. If you believe in good faith that Content infringes your copyright, you (or your agent) may send us a notice requesting that the Content be removed or access to it blocked. Federal law requires that your notification include the following information: (i) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (ii) identification of the copyrighted work claimed to have been infringed or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit us to locate the material; (iv) information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail; (v) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

The notification must be sent to:

Idea Decanter
6438 NE 184th St.
Kenmore, WA 98028

We provide the above contact information for purposes of the DMCA only and reserve the right to respond only to correspondence that is relevant to this purpose.

Links and Advertisements of Third Party Websites or Resources

The Services may contain links to or advertisements of third-party websites (that are not affiliated with you or other Members) or resources. We are not responsible for the content, products or services on or available from those advertisements, websites, resources or links displayed on such sites. You acknowledge sole responsibility for and assume all risk arising from your use of any third-party websites or resources.

Indemnity

You agree to defend, indemnify and hold harmless Idea Decanter, or its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, or expenses (including but not limited to attorneys' fees), to the extent allowed by applicable law, that arise from or are caused by: (i) your use of and access to the Services; (ii) your violation of these Terms; (iii) your violation of any third party right, including without limitation any copyright, property, moral or privacy right; or (iv) any claim that your Content caused damage to any third party. This section shall survive these Terms and your use and termination of the Services.

Termination

We may terminate your access to and use of the Services and Account at our sole discretion, at any time and without notice to you.

Upon any termination, discontinuation or cancellation of Services or your Account, all provisions of these Terms which by their nature should survive will survive, including, without limitation, ownership provisions, indemnification, warranty disclaimers, limitations of liability, and dispute resolution provisions.

Warranty Disclaimers

THE SERVICES AND CONTENT ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. WE MAKE NO WARRANTY REGARDING THE QUALITY, ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY CONTENT.

Limitation of Liability

NEITHER IDEA DECANter NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES OR CONTENT WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, MOBILE DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT IDEA DECANter HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL IDEA DECANter'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR CONTENT EXCEED THE LESSER OF THE AMOUNTS YOU HAVE PAID TO IDEA DECANter FOR USE OF THE SERVICES DURING THE TWELVE (12) MONTHS PRIOR TO THE CAUSE OF ACTION, OR ONE HUNDRED DOLLARS (\$100), IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO IDEA DECANter, AS APPLICABLE.

Dispute Resolution

We prefer to resolve things amicably when possible; therefore, you agree to the following dispute resolution policy in connection with any potential claims or disputes arising from your use of the Application. Start by notifying us of your dispute by sending a notice to support@ideadecanter.com.

- a. Informal Negotiations: Parties to a dispute concerning the Terms, the Privacy Policy, or the use of the Services will attempt to informally negotiate a potential settlement or resolution to the dispute;
- b. Arbitration: In the event that informal negotiations are unsuccessful, the parties agree to follow the arbitration procedures set forth by the American Arbitration Association (AAA) to resolve the dispute.
- c. Binding Arbitration: If for any reason arbitration is unsuccessful or unavailable to the parties, parties agree to submit to binding arbitration in the jurisdiction of the State of Washington. Each of us is responsible for paying our own filing, administrative and arbitrator fees. Judgment on the arbitration award may be entered in any court having jurisdiction thereof.

Entire Agreement

These Terms constitute the entire and exclusive understanding and agreement between Idea Decanter and you. These Terms supersede and replace any and all prior oral or written understandings or agreements between us. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

You may not assign or transfer these Terms, by operation of law or otherwise, without our prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect.

Any notices or other communications provided by Idea Decanter under these Terms, including those regarding modifications to these Terms, will be given by us (i) via email; or (ii) by posting to the Services. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted.

Idea Decanter's failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Idea Decanter. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

Questions & contact information

If you have any questions regarding these Terms, please email us at support@ideadecanter.com.