

Privacy policy & terms. We need this for legal reasons.

Powers Agency Privacy Policy

EFFECTIVE DATE: JUNE 1, 2021

Powers Agency ("we," "us," "our") values the trust you place in us when you use www.powersagency.com and our other affiliated websites, applications, and online services that link to this Privacy Statement (collectively, our "Websites"). This Privacy Statement describes our collection, use, disclosure, and protection of your information.

BY USING OUR WEBSITES, YOU ARE ACCEPTING THE TERMS OF THIS PRIVACY STATEMENT AND YOU ARE CONSENTING TO OUR COLLECTION, USE, DISCLOSURE, AND PROTECTION OF YOUR PERSONAL INFORMATION AS DESCRIBED IN THIS PRIVACY STATEMENT. If you do not agree to the terms of this Privacy Statement, please do not use our Websites. We may make changes to this Privacy Statement from time to time. We will post any changes to our Websites. Your continued use of our Websites following the posting of any changes will mean you accept those changes.

This Privacy Statement does not apply to information that you may submit to us offline or to third-party websites and mobile applications that may link to the Websites or be linked to on the Websites. We are not responsible for the actions or privacy practices of third-party websites and applications; please consult those websites and applications directly to understand their privacy practices.

Information We Collect About You

We collect, process, and retain information about you and any devices you may use when you use or interact with our Websites, and in other ways described below.

INFORMATION YOU GIVE US:

We receive and store information you enter on our Websites or give us in any other way, including your name, mailing address, phone number, email address, social profile and portfolio.

INFORMATION ABOUT YOUR INTERACTION WITH OUR WEBSITES:

We collect information about your use of our Websites, such as the pages you view and other interactions you have.

INFORMATION WE AUTOMATICALLY COLLECT:

We receive and store information whenever you interact with our Websites. Our Websites use cookies, tagging and other tracking technologies to help enable us to enhance your online browsing experience and market our services. This information includes computer and connection information such as statistics on your page views, traffic to and from our Websites, referral URL, your IP address, and device identifiers. This information also may include your browsing history and your web log information.

LOCATION INFORMATION:

When you visit or use our Website we may receive information about your general location, including a unique identifier for your device. Location information allows us to provide location-based services, such as advertising, search results, and other personalized content. Some services or features may not function properly without this information.

INFORMATION FROM SOCIAL MEDIA:

When you interact with us or our Websites on a social media platform, we may collect the personal information that you make available to us on that page, including your account ID or username and other information included in your posts.

How We Use Your Information

We use your information to help us personalize and continually improve your experience on the Websites, including fulfilling requests for information, analyzing and compiling trends and statistics, and communicating with you. For information about how to manage your information and the choices you have, see your choices about how your information is used and shared below. We also may use your information to:

- Provide, maintain, and improve the Websites and for internal or other business purposes;
 - Fulfill your requests for information and communicate with you;
 - Track and evaluate the use of the Websites, including building user profiles;
 - Send you newsletters, marketing or other materials;
 - Detect, investigate, and prevent activities that may violate our policies or be fraudulent or illegal;
 - Optimize or improve our Websites, services and operations; and
 - Perform statistical, demographic, and marketing analyses of users of the Websites and their usage patterns.
- We may use the information from one portion of the Websites on other portions of the Websites, and we may combine information gathered from multiple portions of the Websites into a single record. We also may use or combine information that we collect offline or we collect or receive from third-party sources for many reasons, including to enhance, expand, and check the accuracy of our records.

How We Share Your Information With Others

We may share your personal information with third parties as described below. In addition, we may share information that does not specifically and personally identify you, such as aggregate information, de-identified data, device identifiers or other unique identifiers to third parties. For information about how to manage your information and the choices you have, see your choices about how your information is used and shared below.

We engage third-party service providers to perform functions on our behalf such as: hosting, content syndication, content management, technical integration, marketing, analytics, and customer service. These third parties may have access to your personal information when needed to perform their functions.

BUSINESS PARTNERS:

We may share information that personally identifies you with business partners or affiliates who provide products and services that we think you may be interested in.

SALE, ASSIGNMENT OR CHANGE OF CONTROL:

We may change our ownership or corporate organization while providing the Websites. We may transfer to another entity or its affiliates or service providers some or all information about you in connection with, or during negotiations of, any merger, acquisition, sale of assets or any line of business, change in ownership, control, or financing transaction. Under such circumstances, we will request the acquiring party to follow the practices described in this Privacy Statement with respect to previously collected information. Nevertheless, we cannot promise that an acquiring party or the merged entity will have the same privacy practices or treat your information the same as described in this Privacy Statement.

LAW ENFORCEMENT, LEGAL PROCESS, AND EMERGENCY SITUATIONS:

We may also use or disclose your personal information if required to do so by law or on the good-faith belief that such action is necessary to (1) conform to applicable law or comply with legal process served on us or our Websites; (2) protect and defend our rights or property, the Websites or our users, or (3) act to protect the personal safety of us, users of the Websites or the public.

How to Access and Modify your Information

If you would like to request access, modification, correction, or deletion of personal information that you have provided to us or that you believe we may have collected

about you, please contact us at the address listed below. We may not be able to delete your personal information without also deleting your user account. You will not be permitted to examine the personal information of any other person or entity. In order to verify your identity, you may be required to provide us with personal information prior to accessing any records containing information about you. We may not accommodate a request to change or delete personal information if we believe doing so would violate any law or legal requirement, or cause the information to be incorrect.

Your choices about how your information is used and shared

In many instances, you have choices about the information you provide and how we use your information. These choices, and any related consequences, are described in detail below.

MARKETING EMAILS:

When you provide us with an e-mail address that constitutes your express acknowledgment that we may use your e-mail address to communicate with you about our services and select messages from our partners or affiliates. While you cannot opt-out of receiving notifications and other communications regarding your account or your transactions, you can opt-out of receiving promotional and other marketing emails from us by replying with "unsubscribe" to our marketing e-mails.

BUSINESS PARTNERS AND AFFILIATES:

You can opt out of the information we share with our business partners and affiliates by contacting us at the address listed below.

Cookies, Tracking Technology, and Interest-based Advertising

Like many websites, we use tracking technologies such as cookies, web beacons and similar technologies to record your preferences, track the use of our Websites and exposure to our online advertisements. We may also use these technologies to monitor traffic, improve the Websites, and make it easier to use and more relevant. Most web

browsers automatically accept cookies but, if you prefer, you can usually modify your browser setting to disable or reject cookies. If you delete your cookies or if you set your browser to decline cookies, some features of the Website may not work or may not work as designed.

We may partner with third-party advertising companies who also use these tracking tools to provide advertisements on our Websites or other websites. These third parties may use these technologies to collect information about you when you use the Websites. They may collect information about your online activities over time and across different websites and other online services. They may also use persistent identifiers to track your Internet usage across other websites in their networks beyond the Websites. They may use this information to provide you with interest-based advertising or other targeted content. While we do not knowingly provide these entities with information that personally identifies you, such third parties may with sufficient data from other sources be able to personally identify you, unknown to us. To learn more about the third-party collection and use of your information and to opt-out, please visit the [Network Advertising Initiative](#) and the [Digital Advertising Alliance](#).

Similarly, you can learn about your options to opt-out of mobile app tracking by certain advertising networks through your device settings. For more information about how to change these settings for Apple, Android or Windows devices, see:

Apple: <http://support.apple.com/kb/HT4228>

Android: <http://www.google.com/policies/technologies/ads/>

Windows: <http://choice.microsoft.com/en-US/opt-out>

Please note that opting-out of advertising networks services does not mean that you will not receive our advertising, nor will it prevent the receipt of interest-based advertising from third parties that do not participate in these programs. It will, however, exclude you from interest-based advertising conducted through participating networks, as provided by their policies and choice mechanisms.

Some content or applications on the Websites may be served by unaffiliated third parties. We do not control these third parties' tracking technologies or how they may be

used. We are not responsible for the content or privacy practices on any website not operated by us to which our Websites link or that link to our Websites.

Your browser or device may include "Do Not Track" functionality. Our information collection and disclosure practices, and the choices that we provide to visitors will continue to operate as described in this Privacy Statement, whether or not a Do Not Track signal is received.

We use Google Analytics, a web analytics service provided by Google, Inc., and other online analytics services on our Websites. These analytic services use cookies or other tracking technologies to help us analyze how users interact with and use the Websites, compile reports on the Websites' activity, and provide other services related to Websites activity and usage. These technologies may collect information such as your IP address, time of visit, whether you are a return visitor, any referring website, and other information. The Websites do not use Google Analytics to gather information that personally identifies you. The information generated by Google Analytics will be transmitted to and stored by Google and will be subject to Google's [privacy policies](#). To learn more about Google's partner services and to learn how to opt out of tracking of analytics by Google click [here](#).

How We Secure Your Information

We take reasonable security measures to help protect the personal information collected through our Websites. Please understand, however, that while we try our best to safeguard your personal information once we receive it, no transmission of data over the Internet or any other public network can be guaranteed to be 100% secure.

You can help protect the privacy of your own information by using encryption and other techniques to prevent unauthorized interception of your personal information. You are responsible for the security of any personal information that you transmit to us or view, download, or otherwise access when using unencrypted, public or otherwise unsecured networks.

Other Important Information

USERS UNDER THIRTEEN:

Our Websites are intended for users ages 13 and older only. Accordingly, we will not knowingly collect or use any personal information from children that we know to be under the age of 13. If we become aware of personal information in our database that was collected from a child under 13, we will delete such information.

USERS OUTSIDE OF THE UNITED STATES:

If you use our Websites outside of the United States, you understand and consent to the transfer of your personal information to, and the collection, processing, and storage of your personal information in, the United States and elsewhere. The laws in the U.S. and these countries regarding personal information may be different than the laws of your state or country.

YOUR CALIFORNIA PRIVACY RIGHTS:

If you are a California resident, California law permits you to request certain information regarding the disclosure of your personal information by us and our related companies to third parties for the third parties' direct marketing purposes. To make such a request, please send your request by mail to the address listed below.

Questions or Report a Problem

For questions about our Privacy Statement or to report a problem, you can contact us by postal mail:

Powers Agency

Attn: Legal Department

151 W 4th St., #36

Cincinnati, OH 45202

Powers Agency Terms of Use

EFFECTIVE DATE: JUNE 1, 2021

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This Site may contain references or cross references to Powers Agency products and services that are not available in every country.

6. GOVERNING LAWS IN CASE OF DISPUTE; JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Ohio, USA, as they apply to agreements made and solely performed therein. Disputes arising hereunder or in any way related to this Site shall be exclusively subject to the jurisdiction of the Federal Courts of the United States of America and/or the State Courts of Ohio, and jurisdiction therefore shall rest solely in Ohio, USA.

7. CHANGES TO SITE AND THESE TERMS AND CONDITIONS

This Site and these Terms and Conditions may be changed by Powers Agency with or without notice. Please review this link on a regular basis for changes. Continued use of this Site following any change constitutes your acceptance of the change.

8. ENTIRE AGREEMENT; SEVERABILITY

These Terms and Conditions incorporate by reference any notices contained on this Site and constitute the entire agreement with respect to your access to and use of this Site. If any provision of these Terms and Conditions is unlawful, void or unenforceable, then that provision shall be deemed severable from the remaining provisions and shall not affect their validity and enforceability.

9. COMMUNICATIONS

Any communication or other information sent to Powers Agency via electronic mail or otherwise in connection with your use of this Site, including but not limited to suggestions, ideas and comments, will be treated as nonconfidential and all such information may be used by Powers Agency for any purpose without compensation. Disclosure shall constitute an assignment of all right, title and interest in such information to Powers Agency.

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11. MESSAGE BOARD, BLOGS, & SHARING

Powers Agency may, now or in the future, allow users to post, upload, transmit through, or otherwise make available on the Site (collectively, "submit") messages, receipts, text, illustrations, personal stories, reviews, illustrations, files, graphics, photos, comments, sounds, music, videos, information, content, or other materials ("User Content"). Powers Agency is not responsible for User Content for any links or images embedded in the User Content, or for the results obtained by using the User Content. Powers Agency does not endorse or warrant, and is not responsible for the accuracy, timeliness, completeness, or reliability of any opinion, advice, or statement contained in User Content. Under no circumstances will Powers Agency be liable for any loss or damage caused by reliance on the Site, User Content or information or materials obtained through User Content.

You shall not submit any User Content that is protected by copyright, trademark, patent, trade secret, moral right, or other intellectual property, personal, contractual, or property

right of a third party without the owner's express permission. You are solely liable for any damages resulting from your failure to obtain consent.

You shall not submit content that (a) violates or infringes the rights of others; (b) is unlawful, defamatory, threatening, harassing, abusive, libelous, invasive of privacy or publicity rights, vulgar, obscene, pornographic, profane, lewd, lascivious, excessively violent, or otherwise objectionable; (c) encourages criminal conduct or conduct that gives rise to civil liability or otherwise violates any law; (d) advertises goods or services; (e) solicits funds; (f) contains instructions, formulas, or advice that could harm or injure; or (g) is a chain letter of any kind.

User Content, including any personally identifiable information (as name, address, telephone number or email address), submitted is accessible to other users, including people you may not know. Making this information available may result in receiving unsolicited emails or of other users sharing Your information. You should use discretion when communicating with others or disclosing personal information. Powers Agency has no control over and shall have no liability for any damages resulting from the use or misuse by any third party of information that you make public by submitting it. If you choose to make personally identifiable information available, you do so at your own risk.

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Powers Agency has the right, but not the obligation, to monitor the User Content. We reserve the right not to post any User Content, but we do not have an obligation to post, maintain, screen or otherwise use User Content. We may discontinue the ability to submit User Content in our own discretion.

The User is responsible for evaluating the accuracy, timeliness, and completeness of all content on the Site including User Content.

12. IF YOU DO NOT AGREE ...

IF THESE TERMS AND CONDITIONS ARE NOT ACCEPTABLE IN FULL, YOU MUST IMMEDIATELY TERMINATE YOUR USE OF THIS SITE.