

## LAW OFFICE OF BENJAMIN RAMOS

### PRIVACY POLICY

**PLEASE READ THIS PRIVACY POLICY CAREFULLY. BY ACCESSING OR USING OUR WEBSITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS OF THIS PRIVACY POLICY AND THE TERMS OF USE AGREEMENT ON THIS WEBSITE. IF YOU DO NOT AGREE TO THIS PRIVACY POLICY, PLEASE DO NOT USE THIS WEBSITE. YOU SHOULD CHECK THIS POLICY REGULARLY TO SEE IF ANY CHANGES HAVE BEEN MADE.**

This Privacy Policy is effective as of: June 26, 2010.

Your privacy is important, so the Law Office of Benjamin Ramos has created the following Privacy Policy to let you know what information we collect when you visit our website, [www.lawofficeofbenjaminramos.com](http://www.lawofficeofbenjaminramos.com) ("Site"), why we collect it and how it is used. This Privacy Policy explains the data collection and use practices of the Site; it does not apply to other online sites, products or services. The terms "you," "your," "yours," and "user" refer to the customer, purchaser, user or visitor utilizing our Site. The terms "Company," "we," "us," and "our" refer to the Law Office of Benjamin Ramos.

This Privacy Policy is governed by our [Terms Of Use](#). By using the Site, you consent to the data collection and use practices prescribed in this Privacy Policy. We may periodically make changes to this Privacy Policy that we will include on this page. It is your responsibility to review this Privacy Policy frequently and remain informed about any changes to it, so we encourage you to visit this page often.

#### **1. Personally Identifiable Information**

**"Personally Identifiable Information"** means any information that may be used to identify an individual, including, but not limited to, a first and last name, home or other physical address, an email address, phone number or other contact information, whether at work or at home. Company collects the following Personally Identifiable Information from you when you use our Site: first and last name, address (including zip code), email address, telephone number, credit card number, credit card billing address, credit card expiration date, authentication data and such other information. Company also automatically receives and records information on our server logs from your browser, including your internet protocol (IP) address, cookie information and the page you request. We collect and store Personally Identifiable Information when you register to use our Site, ask a question, complete a form, conduct a transaction, or send us an email. You can choose not to provide us with certain information, but then you might not be able to take advantage of many of our features and we may not be able to provide you with certain services.

We use your Personally Identifiable Information to complete transactions, respond to your requests, answer your questions, deliver the products and services you request, and notify you of promotions, updates, or special offers that we think may interest you. In addition, Personally Identifiable Information is used to provide the products and services that you have ordered or requested, to process payment information, to process orders, to send order confirmations, to provide customer service, optimize the operation of the Site, enhance our promotional and marketing activities, improve our products and services, to share with third parties as described in this Privacy Policy, trouble shoot, perform administrative tasks, handle disputes, enforce our agreements, comply with laws

and regulations, cooperate with law enforcement activities, and other purposes that are necessary for us to provide vouchers, products and/or services you requested from us. If you use our Site or a link to our Site to send information about a product or service to another person, we may collect and store your Personally Identifiable Information, and the Personally Identifiable Information of any recipient. We may use the recipient's Personally Identifiable Information to allow him or her to view or access the information you requested we provide.

For Personally Identifiable Information provided if and when applying for a job with us, we will use that information only to contact you regarding job opportunities that may be of interest. This information may also be used to contact you about announcements, administration, requests or inquires, your orders and account, changes to our Site or policies, promotional offerings and other marketing activities, and requesting feedback through surveys and questionnaires.

We may from time to time send you promotional emails relating to our product and services offerings. You are given the opportunity to opt-out of receiving promotional e-mails after registering an account on the Site by simply replying to any such notifications by e-mail with your desire to opt out of receiving further notifications and updates to benjamin\_ramos@comcast.net.

## **2. Non-Personally Identifiable Information**

We, or our third party service providers, collect and store certain other information automatically whenever you interact with the Site. For example, we collect your internet protocol (IP) address, URL, browser information and reference site domain name every time you visit the Site. We also collect information regarding customer traffic patterns, site usage, hits to our server, Site, page views, and navigational patterns. The information that is collected in this manner does not provide us with any Personally Identifiable Information about users. This non-personally identifiable information assists us in tracking the location of our users, helps determine high traffic areas and facilitates analysis of the most effective ways to communicate with our users. As part of that ongoing analysis, we may also use devices called "web beacons" to help us identify when emails sent to you have been received and read.

Like many web sites, we also use standard technologies such as "cookies," which are files placed on your computer's hard drive by the sites you visit. Cookies are small text files stored by your browser in your computer when you visit our Site. Websites use temporary cookies called "session" cookies to ensure that you are recognized when you move from page to page within one site and that any information you have entered is remembered. Websites also use cookies called "persistent" cookies to enable a website to remember you on subsequent visits, speeding up or enhancing your experience of services or functions offered. We may install both persistent and session cookies when you visit our Site. We use cookies to improve our Site and make it easier to use. Cookies permit us to recognize users and avoid repetitive requests for the same information. Most browsers will accept cookies until you change your browser settings to refuse them. If you block or refuse to accept cookies, or delete cookies after visiting our Site, you may not be able to access or use certain features or functions of our Site.

The non-personally identifiable information we collect is also used to analyze and improve the Site and to help us provide our customers with a fulfilling and pleasant online experience. We may also use the non-personally identifiable information for trouble shooting, performing administrative tasks, managing the Site, complying with laws and regulations, and to cooperate with law enforcement activities. We also may use this information in the aggregate to analyze Site usage and to gather broad demographic information.

### **3. Is The Information Shared or Disclosed?**

Company does not rent or sell the Personally Identifiable Information it collects about you to or with third parties. Information collected from you is used to complete and support your purchases from and use of the Site. Company may disclose Personally Identifiable Information if required to do so by law or in the belief that such action is necessary to: (a) comply with law or legal process, court order or a subpoena served on Company or the Site to cooperate with law enforcement authorities; (b) investigate, prevent or take action regarding suspected or actual illegal activity or fraud on the Site; (c) protect and defend the rights, property or safety of us or Service Providers, licensees, business partners, agents, customers, users, or others; or (d) act in situations involving actual or potential threats to the physical safety of any person, violations of our Terms of Use, abuse of this Site, security breaches of this Site, or as necessary to protect our systems, business, users or others. We may disclose the information obtained from you through the Site, including Personally Identifiable Information, to a successor entity as part of a merger, acquisition or other sale of our assets or business or should we file for bankruptcy.

In addition, we may disclose aggregated information to advertisers. In these situations, we do not disclose to these entities any information that could be used to personally identify you. We may disclose volume or usage statistical information as a representative audience to advertisers.

We may contract with third-party providers, business partners or persons to provide certain products and services, including without limitation, operating, administering, maintaining or hosting the Site, payment processing, and authorization, distribution, data management, marketing and promotional support, trouble shooting, customer support, goods and services, or companies that offer affinity, frequent-user, and reward programs, etc., ("Service Providers"). We provide the Service Providers with the information needed for them to perform these services with the requirement that they use the information only in connection with their performance of these services for us. Our Service Providers may enlist third parties to perform services related to the operation of our business. Examples of these services include payment processing and authorization, order fulfillment and shipping, and Site hosting, marketing or evaluation. Our Service Providers may provide Personally Identifiable Information to these third parties, but we authorize them to use this information only in connection with the services the Service Providers perform for us. We disclaim all responsibility or liability for, and you hereby agree to hold us harmless from, the actions of such Service Providers. The use of your Personally Identifiable Information is subject to the privacy practices of such Service Providers, and their third parties, and the actions of such Service Providers, and their third parties, are outside of our control.

### **4. How You Can Access or Change Your Information**

You are responsible for maintaining the secrecy of your password and account information at all times.

If you do not have an account with us accessible on the Site, you can access or change your Personally Identifiable Information that we collect online and maintain by emailing us at **benjamin\_ramos@comcast.net**.

We may retain original and updated information for reasons such as technical constraints, dispute resolution, troubleshooting, record retention, and enforcement of our agreements. For security purposes, we may request information to help verify your identity before granting access or making changes to your information.

### **5. Notice of Privacy Rights of California Residents**

California Civil Code Section 1798.83 (“Code”) permits users of our Site who are California residents and have provided Personally Identifiable Information to us to request from us certain information regarding our disclosure of Personally Identifiable Information to third parties for their direct marketing purposes.

As required by the Code, at your request we will provide you with the categories of Personally Identifiable Information that we collect through the Site and the categories of third party persons or entities with whom such Personally Identifiable Information may be shared for direct marketing purposes. California law requires us to inform you, at your request, of (a) the categories of Personally Identifiable Information we collect and the third parties with whom we share that information; (b) the names and addresses of those third parties; and (c) examples of the products marketed by those third parties. To make such a request, please send an e-mail to **benjamin\_ramos@comcast.net** or write us at: 7405 Greenback Lane #287, Citrus Heights, CA 95610, USA.

The Code allows you to control the parties with whom we share Personally Identifiable Information and the specific Personally Identifiable Information which you do not wish to be shared with those third parties. When contacting us, please indicate your name, address, email address, and what Personally Identifiable Information you do not want us to share with third parties for direct marketing purposes. The request should be emailed to the attention of our Legal Department, **benjamin\_ramos@comcast.net** and labeled “California Customer Choice Notice.” Please allow 30 days for a response. Please note that there is no charge for controlling the sharing of your Personally Identifiable Information or for processing this request.

We are only required to respond to one request per customer each year, and we are not required to respond to requests made by means other than through the above email address.

## **6. The Security of Your Information.**

To help protect the privacy of the personal information you transmit through use of the Site, we use commercially reasonable security practices that are technically feasible for us to protect the user data we collect against unauthorized access, including without limitation, physical, technical, and administrative safeguards. Except as specified in this Privacy Policy, we use commercially reasonable efforts to limit access to your personal information to our employees, agents, and officers who need the information to perform their responsibilities. However, please be aware that the Site and our services are run on software, hardware and networks, any component of which may, from time to time, require maintenance or experience problems or breaches of security beyond our control. We cannot guarantee the security of the information on and sent from our Site, and are not responsible for the acts and omissions of any third parties who receive the information. Please be aware that despite our best intentions and the guidelines outlined in this Privacy Policy, no data transmission over the internet can be guaranteed to be 100% secure.

## **7. What Happens When You Link To or From Another Site.**

The Site may contain links to other sites operated by Service Providers, our affiliates or other third parties. We are not responsible for the privacy policies, practices or contents of such other sites. Please be advised that the practices described in this Privacy Policy do not apply to information gathered through other sites. When you leave the Site the privacy policies and practices of that other site apply; we encourage you to be aware of those privacy policies and practices when you are on those other sites and submitting

Personally Identifiable Information. You are responsible for reviewing the privacy policies and practices of each and every site that you visit.

#### **8. International Transfers.**

Personally Identifiable Information collected on the Site may be stored and processed in the United States or any other country in which Company or its affiliates, subsidiaries or agents maintain facilities, and by using the Site, you consent to any such transfer of information outside of your country.

You agree to comply with all local laws, rules and regulations regarding online conduct and acceptable content. Without limiting the generality of the foregoing, you agree to comply with all applicable laws, rules and regulations regarding the transmission of data exported from the United States or the country in which you reside.

#### **9. Children.**

This Site is not intended for or directed to persons under the age of 13. Any person who provides their information to Company through the Site or any other part of the Site represents to Company that they are 13 years of age or older.

#### **10. Your Consent To This Privacy Policy and Updates.**

By using the Site, you agree to this Privacy Policy. This is our entire and exclusive Privacy Policy and it supersedes any earlier version.

We may occasionally update this Privacy Policy. When we do, we will indicate the date that this Privacy Policy was last updated. Any changes we make will be effective immediately upon notice, which we may provide by means including, without limitation, posting a prominent notice on the Site or sending an email to the address associated with your account. We are not responsible for your failure to receive an email due to the actions of your ISP or any email filtering service. Consequently, you should add the Law Office of Benjamin Ramos to the list of domains approved to send you email. Your continued use of the Site after such notice will be deemed acceptance of such changes. It is your responsibility to review this Privacy Policy frequently and remain informed about any changes to it, so be sure to return to this page periodically to ensure familiarity with the most current version of this Privacy Policy. If we make changes to this Privacy Policy and you continue to use our Site, you are agreeing to this Privacy Policy and any updates. We will only use Personally Identifiable Information in accordance with the Privacy Policy that was in effect at the time the information was collected.

#### **11. Contacting Company.**

If you have any questions regarding this Privacy Policy, please contact us via email at this email address [benjamin\\_ramos@comcast.net](mailto:benjamin_ramos@comcast.net) or by postal mail at 7405 Greenback Lane #287, Citrus Heights, CA 95610, USA.

#### **12. Terms Of Use.**

Please note that access to and use of the Site and its products and services are also subject to our Terms of Use Agreement available at [www.lawofficeofbenjaminramos.com](http://www.lawofficeofbenjaminramos.com).