



# Brad Walton Productions, LLC

PO Box 120321 • St. Paul, Minnesota 55112  
Email: [brad@bradwaltonproductions.com](mailto:brad@bradwaltonproductions.com)

[AuthorConversations.com](http://AuthorConversations.com) • [AuthorRadio.com](http://AuthorRadio.com) • [LifeConversations.net](http://LifeConversations.net) • [BradsVoiceWorks.com](http://BradsVoiceWorks.com) • [HowDoesTheHeart.com](http://HowDoesTheHeart.com)

## TERMS OF SERVICE

**No part of the web sites or content written or audio may be reproduced, recorded, retransmitted, rebroadcast, sold, rented, broadcast, distributed, published, uploaded, downloaded, posted, publicly displayed, altered to make new works, performed, digitized, compiled, translated or transmitted in any way to any other computer, website or other medium or for any commercial purpose, without BRAD WALTON PRODUCTIONS, LLC prior express written consent. BRAD WALTON PRODUCTIONS, LLC expressly disclaims all responsibility and liability for uses by you of any Content obtained on or in connection with the Site.**

### BRAD WALTON PRODUCTIONS, LLC TERMS OF SERVICE

This first section is to provide you with a more easily readable summary of our Terms of Service and Privacy Policy. This summary is not a legal document – the complete and legal Terms of Service follows this section and the complete and legal Privacy Policy can be read at [www.authorconversations.com/privacy](http://www.authorconversations.com/privacy)

#### Terms:

- You must be at least 13 years old to use the services provided by **BRAD WALTON PRODUCTIONS, LLC** web sites.
- Where login accounts are created, we expect you to keep your account password to yourself
- **BRAD WALTON PRODUCTIONS, LLC** is for personal use only, that means you can't play **BRAD WALTON PRODUCTIONS, LLC** for the patrons in your bar, coffee shop, etc. unless you enter into a special agreement with **BRAD WALTON PRODUCTIONS, LLC**.
- You can't use **BRAD WALTON PRODUCTIONS, LLC** to steal Interviews, and you have to listen to it through **BRAD WALTON PRODUCTIONS, LLC.com** or on a device officially supported by **BRAD WALTON PRODUCTIONS, LLC**
- Do not use **BRAD WALTON PRODUCTIONS, LLC** if you do not agree to the Terms of Service. Your use of **BRAD WALTON PRODUCTIONS, LLC** means you agree to the Terms of Service.

#### Privacy:

- We'll only send you emails if you sign up. We'll never give or sell your email address to another company. We hate spam as much as you do.
- If you come to any of **BRAD WALTON PRODUCTIONS, LLC** websites directly from a partner site, we may share your information back with the partner that sent you to our websites. If that's the case, we'll tell you onscreen that we're going to do so. Other than that one case, we won't share any information that identifies you as an individual with any other third party. Not ever.
- We track the interviews played on **BRAD WALTON PRODUCTIONS, LLC** websites so we can inform publishers and authors how many times their interviews have been played. Our reports to authors and publishers are always in aggregate and will never report on what you individually are listening to. An exception to this policy is for Radio Stations which enter into agreements to **BRAD WALTON PRODUCTIONS, LLC** to air interviews. The times and stations for each broadcast will be passed on to each author and publisher.
- To personalize advertising we may pass along your age, gender, geographic region, or the kind of interview you like to our advertising service provider so the ad server can personalize the ads for you, but we never send any information that identifies you as an individual.
- Our advertising system, like just about every ad system on the web, uses cookies to keep track of the ads you've already seen and to target ads to what we hope are your interests.
- We take great care to ensure that any personal information you store on **BRAD WALTON PRODUCTIONS, LLC** websites are secure and safeguarded at all times.

Read **BRAD WALTON PRODUCTIONS, LLC's** full Privacy Policy at: [www.authorconversations.com/privacy](http://www.authorconversations.com/privacy)

### BRAD WALTON PRODUCTIONS, LLC TERMS OF SERVICE (EFFECTIVE AS OF OCTOBER 12, 2009) *PLEASE READ CAREFULLY*

This **BRAD WALTON PRODUCTIONS, LLC** Terms of Service Agreement (this "Agreement") is a legal agreement between you and **BRAD WALTON PRODUCTIONS, LLC** ("**BRAD WALTON PRODUCTIONS, LLC**", "we", "us" or "our") providing, among other things, the terms and conditions for your use of **BRAD WALTON PRODUCTIONS, LLC's** streaming music services (collectively, the "**BRAD WALTON PRODUCTIONS, LLC** Services"), including but not limited to delivery via any of our Web sites currently consisting of:

[www.authorconversations.com](http://www.authorconversations.com)  
[www.authorradio.com](http://www.authorradio.com)  
[www.lifeconversations.net](http://www.lifeconversations.net)  
[www.bradsvoiceworks.com](http://www.bradsvoiceworks.com)  
[www.howdoestheheart.com](http://www.howdoestheheart.com)

These sites are collectively referred to as the "Sites" or "Websites" which are delivered to a web browser, a mobile device, or otherwise. We may from time to time modify these terms of use and will post a copy of the amended Agreement at [www.authorconversations.com/terms/](http://www.authorconversations.com/terms/). If you do not agree to, or cannot comply with, the Agreement as amended, you must stop using **BRAD WALTON PRODUCTIONS, LLC** Services (as defined below) or, if applicable, cancel your **BRAD WALTON PRODUCTIONS, LLC** Services subscription. You will be deemed to have accepted the Agreement as amended if you continue to use any of the **BRAD WALTON PRODUCTIONS, LLC** Services after any amendments are posted on the Site.

**PARENTAL ADVISORY. IF YOU ARE A USER BETWEEN THE AGES OF 13 AND 17, PLEASE REVIEW THESE TERMS OF USE WITH YOUR PARENTS. THE BRAD WALTON PRODUCTIONS, LLC SERVICES ARE NOT DESIGNED TO ATTRACT CHILDREN UNDER THE AGE OF 13 AND WE DO NOT INTENTIONALLY COLLECT PERSONAL INFORMATION FROM CHILDREN ON OUR SITE. BECAUSE THE BRAD WALTON PRODUCTIONS, LLC SERVICES MAY PROVIDE ACCESS TO MUSIC THAT CONTAINS EXPLICIT CONTENT INCLUDING STRONG LANGUAGE OR DEPICTIONS OF VIOLENCE, SEX OR SUBSTANCE ABUSE, PARENTAL DISCRETION IS ADVISED FOR ALL USERS AGES 13 TO 17.**

THIS AGREEMENT CONTAINS WARRANTY AND LIABILITY DISCLAIMERS. BY USING OR SUBSCRIBING TO THE **BRAD WALTON PRODUCTIONS, LLC** SERVICES, YOU ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IN ORDER FOR YOU TO HAVE ACCESS TO **BRAD WALTON PRODUCTIONS, LLC** SERVICES, THIS AGREEMENT MUST BE ACCEPTED BY YOU WITHOUT ANY MODIFICATIONS, ADDITIONS, OR DELETIONS. IF YOU DO NOT AGREE TO THE TERMS OF USE CONTAINED IN THIS AGREEMENT, YOU ARE NOT AUTHORIZED TO USE **BRAD WALTON PRODUCTIONS, LLC** SERVICES. YOU MAY BE DENIED ACCESS TO THE **BRAD WALTON PRODUCTIONS, LLC** SERVICES, WITH OR WITHOUT PRIOR NOTICE TO YOU, FOR NONCOMPLIANCE WITH ANY PROVISION OF THIS AGREEMENT.

#### 1. AUTHORIZED USERS

[AuthorConversations.com](http://AuthorConversations.com) • [AuthorRadio.com](http://AuthorRadio.com) • [LifeConversations.net](http://LifeConversations.net) • [BradsVoiceWorks.com](http://BradsVoiceWorks.com) • [HowDoesTheHeart.com](http://HowDoesTheHeart.com)



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## BRAD WALTON PRODUCTIONS, LLC TERMS OF SERVICE - Page 2

**1.1 Age Requirement; Authority.** In order to use any of **BRAD WALTON PRODUCTIONS, LLC** Services, you must be at least 13 years of age. You represent that (i) you have read and understood, and that you agree to be bound by, this Agreement and (ii) you are at least 13 years old. If you do not agree to, or cannot comply with, any of these terms and conditions of this Agreement, please do not check the acceptance box and do not attempt to access any of the **BRAD WALTON PRODUCTIONS, LLC** Services.

**1.2 Registration.** To use any aspect of the **BRAD WALTON PRODUCTIONS, LLC** Services, you may be required to register and provide certain information, including a member or user name, a password and a valid email address (the "Account Information"). You agree to provide accurate Account Information and to update your Account Information as necessary to keep it accurate. **BRAD WALTON PRODUCTIONS, LLC** will use your Account Information in accordance with its privacy policy [[www.authorconversations.com/privacy](http://www.authorconversations.com/privacy)]. By providing **BRAD WALTON PRODUCTIONS, LLC** your email address, you consent to our using the email address to send you Service-related notices, including among other things notices required by law, in lieu of postal mail. You may not opt out of Service-related e-mails. We may also use your email address, or for subscribers to mobile Services, your mobile telephone number, to send you other messages, including information about **BRAD WALTON PRODUCTIONS, LLC** and special offers. You may opt out of such email by changing your account settings or sending an email [brad@authorconversations.com](mailto:brad@authorconversations.com). You may opt out of mobile text messages by sending an email to [brad@authorconversations.com](mailto:brad@authorconversations.com). You may also opt out of mobile text messages and/or non-Service-related emails by sending mail to the following postal address:

**BRAD WALTON PRODUCTIONS, LLC**, P.O. Box 120321, St. Paul, Minnesota 55112

Opting out may prevent you from receiving messages regarding **BRAD WALTON PRODUCTIONS, LLC** or special offers.

**1.3 Account Confidentiality.** You agree that you will not allow others to use any aspect of your Account Information. You have responsibility for taking steps to maintain the confidentiality and security of your account. You agree to notify us immediately of any unauthorized use of your password and/or account. **BRAD WALTON PRODUCTIONS, LLC** will not be responsible for any losses arising out of the unauthorized use of your member name, password and/or account and you agree to indemnify and hold harmless **BRAD WALTON PRODUCTIONS, LLC**, its partners, parents, subsidiaries, agents, affiliates and/or licensors, as applicable, for any improper, unauthorized or illegal uses of the same.

**1.4 Security.** To prevent unauthorized access, to maintain data accuracy, and to ensure the appropriate use of Account Information, **BRAD WALTON PRODUCTIONS, LLC** uses appropriate physical, technical and administrative procedures to safeguard the information we collect. We use Secure Sockets Layer (SSL) encryption when collecting or transferring sensitive data such as credit card information. SSL encryption is designed to make the information unreadable by anyone but us. Credit card numbers are used only for processing payments and are not used for other purposes.

## 2. LICENSE TO BRAD WALTON PRODUCTIONS, LLC SERVICES

**2.1 License Grante.** **BRAD WALTON PRODUCTIONS, LLC** grants to you a limited, non-exclusive, non-transferable license to access and use the **BRAD WALTON PRODUCTIONS, LLC** Services in the United States for personal non-commercial purposes only. If you subscribe to any of the **BRAD WALTON PRODUCTIONS, LLC** Services, this license is contingent upon your payment of any applicable subscription fees and your compliance with any other terms and conditions applicable to you as a subscriber. Any violation by you of the license provisions contained in this Section 2.1 may result in the immediate termination of your right to use the **BRAD WALTON PRODUCTIONS, LLC** Services. **BRAD WALTON PRODUCTIONS, LLC** reserves all right, title and interest not expressly granted under this license to the fullest extent possible under applicable laws. ANY USE OF THE **BRAD WALTON PRODUCTIONS, LLC** SERVICES NOT SPECIFICALLY PERMITTED UNDER THIS AGREEMENT IS STRICTLY PROHIBITED.

**2.2 Updates.** **BRAD WALTON PRODUCTIONS, LLC** may from time to time make available to all users of the **BRAD WALTON PRODUCTIONS, LLC** Services, updates at no cost or subject to additional fees in **BRAD WALTON PRODUCTIONS, LLC**'s sole discretion. "Updates" means any updates, upgrades or error corrections to the **BRAD WALTON PRODUCTIONS, LLC** Services that **BRAD WALTON PRODUCTIONS, LLC** makes available generally to users of the **BRAD WALTON PRODUCTIONS, LLC** Services. Notwithstanding anything else contained in this Agreement, **BRAD WALTON PRODUCTIONS, LLC** will have no obligation to continue producing or releasing new versions of the **BRAD WALTON PRODUCTIONS, LLC** Services or any updates thereto.

**2.3 Rebroadcasting.** **BRAD WALTON PRODUCTIONS, LLC** will grant one-time license to rebroadcast select interviews. These one-time licensing grants may or may not involve monetary transactions. All rebroadcast licenses will require **BRAD WALTON PRODUCTIONS, LLC** to be notified of the time/s broadcast and on which stations where the broadcasts take place. Forms for requesting these special licenses will be offered on [authorradio.com](http://authorradio.com).

## 3. RESTRICTIONS

You agree that you will not:

- 3.1 use the **BRAD WALTON PRODUCTIONS, LLC** Services to reproduce copyrighted materials;
- 3.2 copy, store, edit, change, prepare any derivative work of or alter in any way any of the interviews downloaded, listened to or streamed through the **BRAD WALTON PRODUCTIONS, LLC** Services;
- 3.3 make the **BRAD WALTON PRODUCTIONS, LLC** Services available over a network (other than **BRAD WALTON PRODUCTIONS, LLC**'s network) where it could be used by others;
- 3.4 provide your password to any other person;
- 3.5 translate, reverse engineer, decompile, disassemble, modify or create derivative works based on the **BRAD WALTON PRODUCTIONS, LLC** Services or any portion of them;
- 3.6 circumvent any technology used by **BRAD WALTON PRODUCTIONS, LLC** or its licensors to protect content accessible via the **BRAD WALTON PRODUCTIONS, LLC** Services;
- 3.7 rent, lease or sublicense any of the **BRAD WALTON PRODUCTIONS, LLC** Services; or
- 3.8 use the **BRAD WALTON PRODUCTIONS, LLC** Services in any way that violates the terms of this Agreement.

## 4. COPYRIGHTS

As between you and **BRAD WALTON PRODUCTIONS, LLC**, you acknowledge that **BRAD WALTON PRODUCTIONS, LLC** owns or has a license to all title and copyrights in and to the **BRAD WALTON PRODUCTIONS, LLC** Services. All title and intellectual property rights in and to the licensed content in the **BRAD WALTON PRODUCTIONS,**



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## BRAD WALTON PRODUCTIONS, LLC TERMS OF SERVICE - Page 3

LLC Services is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties and subject to use restrictions under such laws or treaties.

### 5. BRAD WALTON PRODUCTIONS, LLC TRADEMARKS AND THIRD-PARTY TRADEMARKS

The following are registered trademarks or trademarks of **BRAD WALTON PRODUCTIONS, LLC**: **BRAD WALTON PRODUCTIONS, LLC**, and its design logo, [AuthorConversations.com](http://AuthorConversations.com) and its design and logo, [AuthorRadio.com](http://AuthorRadio.com) and its design and logo, [LifeConversations.net](http://LifeConversations.net) and its design and logo, [BradsVoiceWorks.com](http://BradsVoiceWorks.com) and its design and logo, and [HowDoesTheHeart.com](http://HowDoesTheHeart.com) and its design and logo, as well as certain other **BRAD WALTON PRODUCTIONS, LLC** trademarks, service marks, graphics, and logos (collectively, the "**BRAD WALTON PRODUCTIONS, LLC** Trademarks") used in connection with the **BRAD WALTON PRODUCTIONS, LLC** Services. The **BRAD WALTON PRODUCTIONS, LLC** Services may contain third-party trademarks, service marks, graphics, and logos. You are not granted any right or license with respect to **BRAD WALTON PRODUCTIONS, LLC** Trademarks or the trademarks of any third party.

### 6. SECURITY

The **BRAD WALTON PRODUCTIONS, LLC** Services use technology to protect the digital information provided by **BRAD WALTON PRODUCTIONS, LLC** from unauthorized use. Your use of the **BRAD WALTON PRODUCTIONS, LLC** Services may be limited by such technology. You acknowledge that, from time to time, **BRAD WALTON PRODUCTIONS, LLC** may modify or discontinue using such technology. Security modifications made by **BRAD WALTON PRODUCTIONS, LLC** may from time to time include required updates to the **BRAD WALTON PRODUCTIONS, LLC** Services. IF YOU ATTEMPT TO VIOLATE OR CIRCUMVENT ANY SYSTEM OR NETWORK SECURITY COMPONENTS OR TECHNOLOGY, YOU MAY BE SUBJECT TO CIVIL OR CRIMINAL LIABILITY.

### 7. PRIVACY POLICY

**BRAD WALTON PRODUCTIONS, LLC** cares about your privacy. It is important that you read and understand the terms of **BRAD WALTON PRODUCTIONS, LLC**'s Privacy Policy located at [www.authorconversations.com/privacy](http://www.authorconversations.com/privacy). **BRAD WALTON PRODUCTIONS, LLC** may cooperate with and disclose information (including your Account Information) to any authority, government official or third-party, without giving any notice to you, in connection with any investigation, proceeding or claim arising from an asserted illegal action or infringement due to your use of the **BRAD WALTON PRODUCTIONS, LLC** Services.

### 8. AGREEMENT TO PAY

If you elect to become a subscriber to the **BRAD WALTON PRODUCTIONS, LLC** Services, you agree to pay all fees and charges associated with your subscription on a timely basis. All such fees and charges (including any taxes and late fees, as applicable) will be charged on your credit card. You will maintain valid credit card information in your Account Information.

### 9. TERM

This Agreement will remain effective until terminated by you or terminated by us.

### 10. DISCLAIMERS

**10.1 BRAD WALTON PRODUCTIONS, LLC SERVICES (INCLUDING ANY SOFTWARE CONTAINED THEREIN) AND ANY UPGRADES OR PLUG-INS AND ANY LICENSED CONTENT ARE LICENSED TO YOU "AS IS." ANY USE OF BRAD WALTON PRODUCTIONS, LLC SERVICES WILL BE AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BRAD WALTON PRODUCTIONS, LLC DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. BRAD WALTON PRODUCTIONS, LLC MAKES NO REPRESENTATIONS OR GUARANTEES THAT BRAD WALTON PRODUCTIONS, LLC SERVICES WILL BE FREE FROM LOSS, DESTRUCTION, DAMAGE, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND BRAD WALTON PRODUCTIONS, LLC DISCLAIMS ANY LIABILITY RELATING THERETO.**

**10.2 BRAD WALTON PRODUCTIONS, LLC MAKES NO GUARANTEES, REPRESENTATIONS, OR WARRANTIES THAT USE OR RESULTS OF THE USE OF THE BRAD WALTON PRODUCTIONS, LLC SERVICES WILL BE ACCURATE, RELIABLE, CURRENT, UNINTERRUPTED OR WITHOUT ERRORS. WITHOUT PRIOR NOTICE, BRAD WALTON PRODUCTIONS, LLC MAY MODIFY, SUSPEND, OR DISCONTINUE THE BRAD WALTON PRODUCTIONS, LLC SERVICES (INCLUDING ANY CONTENT) OR YOUR USE OF THEM. WHENEVER BRAD WALTON PRODUCTIONS, LLC ELECTS TO MODIFY, SUSPEND, OR DISCONTINUE BRAD WALTON PRODUCTIONS, LLC SERVICES, IT WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY.**

**10.3 YOU ACKNOWLEDGE THAT YOUR SUBMISSION OF ANY INFORMATION TO US IS AT YOUR OWN RISK. BRAD WALTON PRODUCTIONS, LLC DOES NOT ASSUME ANY LIABILITY TO YOU WITH REGARD TO ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.**

**10.4 YOU UNDERSTAND THAT YOU MAY ENCOUNTER OFFENSIVE, INDECENT OR OTHER OBJECTIONABLE CONTENT WHEN USING BRAD WALTON PRODUCTIONS, LLC SERVICES. BRAD WALTON PRODUCTIONS, LLC WILL HAVE NO LIABILITY TO YOU FOR ANY SUCH CONTENT.**

**10.5 SOME OF THE CONTENT, PRODUCTS, AND SERVICES AVAILABLE THROUGH THE BRAD WALTON PRODUCTIONS, LLC SERVICES MAY INCLUDE MATERIALS THAT BELONG TO THIRD PARTIES. YOU ACKNOWLEDGE THAT BRAD WALTON PRODUCTIONS, LLC ASSUMES NO RESPONSIBILITY FOR SUCH CONTENT, PRODUCTS OR SERVICES.**

### 11. LIMITATION OF LIABILITY

**11.1 IN NO EVENT WILL BRAD WALTON PRODUCTIONS, LLC BE LIABLE TO YOU FOR INDIRECT, GENERAL, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, CORRUPTION OF FILES, LOSS OF BUSINESS INFORMATION OR ANY OTHER PECUNIARY LOSS) EVEN IF BRAD WALTON PRODUCTIONS, LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY BRAD WALTON PRODUCTIONS, LLC OR OTHERS WILL CREATE A WARRANTY AND NEITHER YOU NOR ANY THIRD PARTY MAY RELY ON ANY SUCH INFORMATION OR ADVICE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY OR MAY NOT APPLY TO YOU.**

**11.2 BRAD WALTON PRODUCTIONS, LLC'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY UNDER THIS AGREEMENT WILL BE LIMITED TO THE GREATER OF ONE DOLLAR (US \$1.00) OR THE TOTAL AMOUNT PAID BY YOU FOR THE APPLICABLE BRAD WALTON PRODUCTIONS, LLC SERVICES AT ISSUE.**

### 12. INDEMNITY



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## BRAD WALTON PRODUCTIONS, LLC TERMS OF SERVICE - Page 4

YOU WILL INDEMNIFY AND HOLD **BRAD WALTON PRODUCTIONS, LLC**, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS HARMLESS WITH RESPECT TO ANY SUITS OR CLAIMS ARISING OUT OF (I) YOUR BREACH OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY INFRINGEMENT BY YOU OF THE COPYRIGHT OR INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY; OR (II) YOUR USE OF **BRAD WALTON PRODUCTIONS, LLC SERVICES**.

### 13. GENERAL INFORMATION

13.1 You will be responsible for providing the DSL, cable modem and any other hardware and software necessary to use **BRAD WALTON PRODUCTIONS, LLC Services**.

13.2 **BRAD WALTON PRODUCTIONS, LLC** or its business partners may present advertisements or promotional materials via **BRAD WALTON PRODUCTIONS, LLC Services**. Your dealings with, or participation in promotions of any third-party advertisers via the **BRAD WALTON PRODUCTIONS, LLC Services** are solely between you and such third party and your participation is subject to the terms and conditions associated with that advertisement or promotion. You agree that **BRAD WALTON PRODUCTIONS, LLC** is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such third parties via **BRAD WALTON PRODUCTIONS, LLC Services**.

13.3 **BRAD WALTON PRODUCTIONS, LLC Services** may present links to third-party Web sites or third-party services not owned or operated by us. We are not responsible for the availability of these third-party sites or services or their contents. You agree that we are not responsible or liable, directly or indirectly, for any damage or loss caused by or in connection with your use of or reliance on any content of any such third-party site or services or goods or services available through any such third-party site or service.

13.4 **BRAD WALTON PRODUCTIONS, LLC Services** are owned or licensed by **BRAD WALTON PRODUCTIONS, LLC** and are protected by United States copyright laws and international treaty provisions. You will not sublicense, assign, or transfer the license granted to you under this Agreement. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations in violation of the provisions of this Agreement is void.

13.5 This Agreement will be governed by the laws of the State of Minnesota. The exclusive jurisdiction for any claim, action or dispute with **BRAD WALTON PRODUCTIONS, LLC** or relating in any way to your use of the **BRAD WALTON PRODUCTIONS, LLC Services** will be in the state and federal courts of the State of Minnesota and the venue for the adjudication or disposition of any such claim, action or dispute will be in the County of Ramsey, Minnesota.

13.6 Should you have any questions concerning this Agreement or need technical support, you may contact **BRAD WALTON PRODUCTIONS, LLC** support by visiting any of our websites.

13.7 **BRAD WALTON PRODUCTIONS, LLC** may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email, mobile text message, written or hard copy notice, or through conspicuous posting of such notice on Site, as determined by **BRAD WALTON PRODUCTIONS, LLC** in its sole discretion. **BRAD WALTON PRODUCTIONS, LLC** reserves the right to determine the form and means of providing notifications to you, provided that you may opt out of certain means of notification as described in this Agreement.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND WILL BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER ACKNOWLEDGE THAT THIS AGREEMENT REPRESENTS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US AND THAT IT SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

*Last updated: October 12, 2009*



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## PRIVACY POLICY

**Brad Walton Productions, LLC** takes your privacy seriously. Please read the following to learn more about our privacy policy.

### What This Privacy Policy Covers

This policy covers how **Brad Walton Productions, LLC** treats personal information that we collect and receive, including information related to your past use of **Brad Walton Productions, LLC** products and services. Personal information is information about you that is personally identifiable like your name, address, email address, or phone number, and that is not otherwise publicly available.

This policy does not apply to the practices of companies that **Brad Walton Productions, LLC** does not own or control, or to people that **Brad Walton Productions, LLC** does not employ or manage.

Websites covered by this Privacy Policy include:

[www.authorconversations.com](http://www.authorconversations.com)  
[www.authorradio.com](http://www.authorradio.com)  
[www.lifeconversations.net](http://www.lifeconversations.net)  
[www.bradsvoiceworks.com](http://www.bradsvoiceworks.com)  
[www.howdoestheheart.com](http://www.howdoestheheart.com)

### Information Collection and Use

#### General

**Brad Walton Productions, LLC** collects personal information when you register with **Brad Walton Productions, LLC** websites, when you use **Brad Walton Productions, LLC** websites, and when you visit **Brad Walton Productions, LLC** pages or the pages of certain **Brad Walton Productions, LLC** partners. **Brad Walton Productions, LLC** may combine information about you that we have with information we obtain from business partners or other companies.

When you register we ask for information such as your name, email address, business address, zip code, occupation, industry, and business profiles.

**Brad Walton Productions, LLC** collects information about your transactions with us and with some of our business partners.

**Brad Walton Productions, LLC** automatically receives and records information on our server logs from your browser, including your IP address, cookie information, and the page you request.

**Brad Walton Productions, LLC** may use information for the following general purposes: to customize the advertising and content you see, fulfill your requests for products and services, improve our services, contact you, conduct research, and provide anonymous reporting for internal and external clients.

#### Children

Children under age of 13 are not allowed to use **Brad Walton Productions, LLC** services.

#### Information Sharing and Disclosure

**Brad Walton Productions, LLC** does not rent, sell, or share personal information about you with other people or nonaffiliated companies except to provide products or services you've requested, when we have your permission, or under the following circumstances:

- 1) We may provide the information to trusted partners who work on behalf of or with **Brad Walton Productions, LLC** under confidentiality agreements. These companies may use your personal information to help **Brad Walton Productions, LLC** communicate with you about offers from **Brad Walton Productions, LLC** and our marketing partners. However, these companies do not have any independent right to share this information.
- 2) We respond to subpoenas, court orders, or legal process, or to establish or exercise our legal rights or defend against legal claims;
- 3) We believe it is necessary to share information in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of **Brad Walton Productions, LLC's** terms of service, or as otherwise required by law.
- 4) We transfer information about you if **Brad Walton Productions, LLC** is acquired by or merged with another company. In this event, **Brad Walton Productions, LLC** will notify you before information about you is transferred and becomes subject to a different privacy policy.
- 5) **Brad Walton Productions, LLC** may display targeted advertisements based on personal information. Advertisers (including ad serving companies) may assume that people who interact with, view, or click on targeted ads meet the targeting criteria - for example, men ages 18-24 from a particular geographic area.
- 6) **Brad Walton Productions, LLC** does not provide any personal information to the advertiser when you interact with or view a targeted ad. However, by interacting with or viewing an ad you are consenting to the possibility that the advertiser will make the assumption that you meet the targeting criteria used to display the ad.

#### Cookies

**Brad Walton Productions, LLC** may set and access **Brad Walton Productions, LLC** cookies on your computer.

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*Last update: October 1, 2009*