

## **PRIVACY POLICY**

This document discloses the privacy practices for [www.rofmagazine.com](http://www.rofmagazine.com) and [www.militaryheritagemagazine.com](http://www.militaryheritagemagazine.com), web sites owned and operated by Sovereign Media Company, Inc. (“Sovereign Media”). As part of the normal operation of our services we collect and, in some cases, disclose information about you. This Privacy Policy describes the information we collect about you and what may happen to that information. By accepting the User Agreement, you expressly consent to our use and disclosure of your personally identifiable information in accordance with this Privacy Policy. This Privacy Policy is incorporated into and subject to the terms of the Sovereign Media User Agreement.

*Minors* – If you are a minor, you can use this service only in conjunction with your parents or guardians. If you are a minor, please do not submit any personal information.

### ***Information We Collect***

*Your Contact Information* – Should you desire to make a purchase or place an order through our web site or request information regarding our publications, products and services, you will need to provide us with your contact information and certain other personal information, which, depending upon the nature of your purchase or request, may include your name, address, email address, telephone number, fax number, credit card information, and information about your interests in and use of our publications, products and services.

*Your Usage of Our Site* – We automatically track certain information about you based upon your use of our site. We also count, track and aggregate the visitor’s activity into our analysis of general traffic flows at our sites (e.g., tracking where information comes from, how traffic flows within Sovereign Media sites, etc.). To these ends, we may merge information about visitors and visits into group data, which may be shared on an aggregate basis with our advertisers.

*Your Posts* – If you choose to subscribe to one of our publications or post information on our web site, we will collect such information about you as you choose to disclose.

*Your Correspondence* – If you send us e-mails, letters or other personal correspondence, or if other users or third parties send us correspondence about your activities or postings on the web site, we may collect such information into a file specific to you.

*Your Credit Account* – If you establish a credit account with us, we collect some additional information, including billing address, credit card number and credit card expiration date and tracking information from checks or money orders.

### ***Our Use of Your Information***

*Promotional Use* -- We use personal information about you to enhance our marketing and promotional efforts, and to improve our content and services. We may also use your information to deliver to you advertisements, new services and promotions, and other information to you that is targeted to your interests.

*Billing and Support* – If you open a credit account, we use your address and billing information to bill you and provide associated support. We have put into place appropriate physical, electronic and managerial controls to safeguard and help unauthorized access, maintain data security, and correctly use the information we collect online.

*Dispute Resolution* – We use information in the file we maintain about you, and other information we obtain from your current and past activities on the Site, to resolve disputes, troubleshoot problems and enforce our Terms of Services Agreement.

*Our Disclosure to Third Parties* – We use practices that are consistent with standards in the industry to protect your privacy. We cannot, however, promise that your personally identifiable information or private communications will remain private. For example, third parties may unlawfully intercept or access transmissions or private communications. We do maintain lists which include names and addresses of our subscribers and do from time to time sell those lists to third parties.

*Law Enforcement* – We may disclose any information about you to law enforcement or other government officials as we, in our sole discretion, believe necessary or appropriate, in connection with an investigation of fraud, intellectual property infringements, or other activity that is illegal or may expose us to legal liability.

*Advertisers* – We disclose aggregate information about our users to advertisers and for other marketing and promotional purposes.

*Third Party Suppliers* – We may use third party suppliers to assist us in providing the services available on our web site.

### ***Use by You of Information***

#### ***Use Limited to Site-Related Communications***

*No Spam* – Sovereign Media and our users do not tolerate spam. Therefore, without limiting the foregoing, you are not licensed to add a Sovereign Media user to your mail list (e-mail or physical mail) without their express consent after adequate disclosure.

*Disclosures You Make to Third Parties* -- Sovereign Media does not control the privacy policies of third parties. When you disclose information to third parties on Sovereign Media (or any other web site) about yourself, you are subject to the privacy customs and policies of that third party.

## TERMS AND CONDITIONS OF USE OF WEB SITE AND SERVICES

1. *General.* Welcome to [www.rofmagazine.com](http://www.rofmagazine.com) and [www.militaryheritagemagazine.com](http://www.militaryheritagemagazine.com), web sites of Sovereign Media Magazine Publishing (“Sovereign Media”). As part of our service, Sovereign Media agrees to provide you with information and other computer services subject to the terms of this Terms of Service Agreement. Upon notice published through the service, Sovereign Media may amend or modify these Terms of Service at any time. NOTE: Use of this site signifies your agreement to the Terms of Service and please be aware that by using our web site you are subject to these terms and conditions.

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4. *Limitation of Liability.* Under no circumstances, including, but not limited to negligence, shall Sovereign Media, its subsidiary and parent companies or affiliates be liable for any direct, indirect, incidental, special or consequential damages that result from the use of, or the inability to use Sovereign Media materials. You specifically acknowledge and agree that Sovereign Media is not liable for any defamatory, offensive or illegal conduct of any user. If you are dissatisfied with any material, or with, any of Sovereign Media terms and conditions, your sole and exclusive remedy is to discontinue using the Sovereign Media web site. In addition, Sovereign Media may allow you to purchase different types of products and services online that are provided by third parties. Sovereign Media is not responsible for the quality, accuracy, timeliness, reliability or any other aspect of these products and services. Your use of this site also signifies your release of Sovereign Media and its affiliates from any damages that you incur, and agree not to assert any claims against them, arising from your use of these products or services.

5. *Bulletin Boards, Forums, Discussion Groups and Chat Rooms.* This service may include bulletin boards, forums, discussion groups and/or chat rooms (“bulletin boards”) which allow feedback and/or real-time interaction between users, Sovereign Media and/or third parties. Sovereign Media does not control the messages, information or files delivered to any bulletin boards. It is a condition of your use of the bulletin boards and this Web Site that you do not:

- (a) Restrict or inhibit any other user from using and enjoying the bulletin boards;
- (b) Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law;
- (c) Post or transmit any information, software or other material which violates or infringes upon the rights of others, including material which is an invasion of privacy or publicity rights or which is protected by copyright, trademark or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or right holder;
- (d) Post or transmit any information, software or other material which contains a virus or other harmful component; and,
- (e) Post, transmit or in any way exploit any information, software or other material for commercial purposes, or which contains advertising.

You understand that Sovereign Media has no obligation to monitor any bulletin boards. However, Sovereign Media reserves the right at all times to disclose any information as necessary to satisfy any law, regulation or governmental request, or to refuse to post or to remove any information or materials, in whole or in part, that in Sovereign Media's sole discretion are objectionable or in violation of these terms and condition.

6. *Privacy.* Unless the user informs us otherwise, Sovereign Media reserves the right to use and to disclose to third party vendors user information (e.g. user name and e-mail address) for purposes such as providing users with information about products and services. If the user does not wish to be included in such uses, the user must send an e-mail or a letter requesting to be taken off any lists of information that may be used for these purposes or given or sold to third party vendors. Mail request to Sovereign Media, 30 West Third Street, 3<sup>rd</sup> Floor, Williamsport, PA 17701.

7. *Disclaimer.* Sovereign Media has provided links and pointers to Internet sites maintained by third parties. Neither Sovereign Media, its parent or subsidiary companies nor their affiliates operate or control in any respect any information, products or services on these third-party sites. The materials in this site and the third-party sites are provided "as is" and without warranties of any kind either express or implied. To the fullest extent permissible pursuant to applicable law, Sovereign Media disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. Sovereign Media does not warrant that the functions contained in the materials will be uninterrupted or error-free, that defects will be corrected, or that this site, including bulletin boards, or the server that makes it available, are free of viruses or other harmful components. Sovereign Media does not warrant or make any representations regarding the use or the results of the use of the materials in this site or in third-party sites in terms of their correctness, accuracy,

timeliness, reliability or otherwise. You (and not Sovereign Media) assume the entire cost of all necessary maintenance, repair or correction.

8. *Termination.* This agreement is effective until terminated by Sovereign Media at any time without notice. In the event of termination, you are no longer authorized to access any bulletin boards and the restrictions imposed on you with respect to material downloaded from the bulletin boards, the disclaimers and limitations of liabilities set forth in this agreement, shall survive.

9. *Entire Agreement; Amendments.* This Terms of Service Agreement constitutes the entire agreement between Sovereign Media and you with respect to the subject matter contained herein and supersedes all previous and contemporaneous agreements, proposals and communications, written or oral. Sovereign Media may amend or modify this Terms of Service Agreement or impose new conditions at any time without prior notice. Such amendments and modifications shall be effective immediately upon notice thereof which may be given by means including, but not limited to, posting on Sovereign Media's web site. Any use of the service by you after such notice shall be deemed to constitute acceptance by you of such amendments, modifications or new conditions.

10. *Governing Law.* This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to any principles or conflicts of law. Any legal or equitable action arising from or related to these Terms of Service shall be brought in, and only in, the Court of Common Pleas of Lycoming County, Pennsylvania.

11. *Severability.* If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

NOTE: This agreement relates to a web site that provides information as well as a variety of online services. Note that in the case of this agreement, the web site owner is expressly granted the right to use any information posted or uploaded by the subscriber for virtually any purpose. While this might come as a surprise to some subscribers, in many ways it should not. If one wants information not to be disseminated, the Internet is just about the worst place to publish it.