

Welcome to the SpectraComm website. This website is best viewed using the most updated versions of most commercially available browsers.



## Terms and Conditions

Use of this SpectraComm, LLC website, and the information and materials distributed in conjunction with any of the programs associated with the SpectraComm, LLC, is made available to you only through your acceptance of these Terms and Conditions, our Privacy Policy, our Blogging & Posting Policy, Earnings Disclaimer and Reprint/Reproduction Policy and such other notices that may be posted on this website from time to time (collectively referred to herein as the "Terms of Use"). Your use of this website or of any content presented herein indicates your acknowledgment of and agreement to our Terms of Use. If you are not willing to be bound by and comply with all of the foregoing, you may not access or use this website or any of its content.

SpectraComm, LLC, A Division of SpectraComm, LLC (hereafter referred to as SpectraComm, LLC) shall have the right, at its sole discretion, to modify, add or remove any term or condition contained herein without notice or liability to you or any other person. Any changes to these Terms of Use shall be effective immediately following the posting of such changes on this website. The most recent version of these Terms of Use may always be found on this page. You agree to review these Terms of Use from time to time and agree that any subsequent use by you of this website following changes to these Terms of Use shall constitute your acceptance of all such changes. These Terms of Use were last modified on June 1, 2014

### Disclaimer

This website is for informational purposes only and is not intended to provide specific commercial, financial, tax, or legal advice. It is provided to you solely for your own personal, educational, non-commercial use and not for purposes of resale, distribution, public display or performance, or any other uses by you in any form or manner whatsoever. Unless otherwise indicated on this website, you may not display, download, archive, and print a single copy of any information on this website, or otherwise distributed from SpectraComm, LLC for such personal, non-commercial use.

The performance of this website and all information contained on, downloaded or accessed from this website are provided to you on an "as is" basis, without warranties of any kind whatsoever, including any express or implied warranties or warranties of merchantability, fitness for a particular purpose, accuracy or non-infringement of the rights of third parties. SpectraComm, LLC shall be not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, Internet access providers, computer equipment, software, or any combination thereof including any injury or damage to your or any other person's computer as a result of using this website.

SpectraComm, LLC reserves the right, at its sole discretion, to modify, disable access to or discontinue, temporarily or permanently, all or any part of this website or any information contained thereon without liability or notice to you. As a visitor to our website, you acknowledge and agree that any reliance on or use by you of any information available on this website shall be entirely at your own risk. In no event shall SpectraComm, LLC be liable for any direct, indirect, consequential or exemplary damages arising from the use or the performance of this website, even if SpectraComm, LLC has been advised of the possibility of such damages.

### Privacy Policy and CAN-SPAM Matters

You have read and agree to all of the terms and conditions of our Privacy Policy, which is located at: [www.spectracomm.com](http://www.spectracomm.com)

You acknowledge and agree that, by providing us with your name and email address on the Membership Page of this website; you have subscribed to and become a member of the SpectraComm, LLC. Further, you acknowledge and agree that, by providing us your name and email address on any paid or free offer, you are choosing to opt-in to our daily messages, program notifications and e-mail correspondence. Should you wish to unsubscribe at any time from our daily messages, program notifications, or any email correspondence, you may do so by clicking on the unsubscribe link found at the bottom of the email, or by notifying us via e-mail at: [info@energyofsuccess.net](mailto:info@energyofsuccess.net). On occasion, subscribers have had trouble removing themselves from this correspondence. If you encounter any similar difficulties, please contact us at [info@energyofsuccess.net](mailto:info@energyofsuccess.net) for personal attention.

By opting-in or enrolling into the SpectraComm, LLC website, you agree that you have opted-in, by personal choice, to receive our periodic correspondence by providing your contact details on our website, and agree that you will make no threats or take any action against SpectraComm, LLC in the event you are unhappy with the content contained in our program or that you subscribed to or are not able to remove yourself from the mailing list, and you agree that the small inconvenience of receiving this program correspondence will cause you no personal, emotional, or financial harm whatsoever.

*Welcome to the SpectraComm website. This website is best viewed using the most updated versions of most commercially available browsers.*

### **Confidentiality and Transmissions over the Internet**

The transmission of data or information (including communications by e-mail) over the Internet or other publicly accessible networks is not secure, and is subject to possible loss, interception or alteration while in transit. Accordingly, we do not assume any liability for any damage you may experience or costs you may incur as a result of any transmissions over the Internet or other publicly accessible networks, such as transmissions involving the exchange of e-mail with us (including those which may contain your personal or credit card information). While we shall take commercially reasonable efforts to safeguard the privacy of the information you provide us and treat such information in accordance with our Privacy Policy, in no event will the information you provide to us be deemed to be confidential, create any fiduciary obligations to you on our part, or result in any liability to you on our part in the event that such information is inadvertently released by us or accessed by third parties without our consent.

### **User Conduct and Obligations**

You agree to follow all applicable laws and regulations when using this website. Furthermore, you agree that you shall not:

- Upload, post or otherwise transmit through or to this website any content that is unlawful, abusive, threatening, harmful, obscene, lewd, offensive, defamatory or otherwise objectionable;
- Infringe on the intellectual property rights, privacy rights, rights of publicity, or other proprietary rights of others;
- Post nor upload anything that contains any viruses, Trojan horses, time bombs, or any other harmful programs or elements;
- Disrupt, place unreasonable burdens or excessive loads on, interfere with or attempt to gain unauthorized access to any portion of our website, its computer systems, servers or networks;
- Provide false information about yourself to us, impersonate any other person, or otherwise attempt to mislead others about your identity or the origin of any content, message or other communication;
- Transmit junk mail, chain letters, or other unsolicited bulk e-mail or duplicative messages;
- Attempt to collect information about visitors to our website or otherwise attempt to extract data or data fields, including without limitation any credit card information or e-mail addresses;
- Sell access to or the use of this website, including any content contained on, downloaded or accessed from this website, except as specifically permitted in writing by SpectraComm, LLC; and
- Redistribute, without our specific written consent, any content found on this website in any manner whatsoever including by means of printed publication, fax broadcast, web pages, e-mail, web newsgroups or forums, or any other electronic or paper-based service or method.

### **Indemnification by User**

You agree to indemnify, defend and hold us and our affiliates, business partners, officers, directors, employees and agents harmless from any loss, liability, claim, demand, damage, or expense (including reasonable legal fees) asserted by any third party relating in any way to your use of this website or breach of these Terms of Use. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, which shall not excuse your indemnity obligations.

### **Third Party Websites, Content and Products and Services**

You acknowledge and agree that your business dealings with any third parties, including any merchants or advertisers, found on, or accessed through our website and any of their services, including payment for and delivery of any goods and services, are solely as between you and such third parties. If SpectraComm, LLC provides access to third party providers of goods and/or services, you acknowledge and agree that we may receive referral fees and/or other compensation from such third parties. You acknowledge that we assume no responsibility whatsoever for any charges, losses or liabilities you may incur when making purchases or completing transactions with such third parties, and we shall not be responsible or liable in any way for any loss or damage of any kind which you may incur as a result of, or in connection with, any dealings or transactions with such third parties.

Furthermore, SpectraComm, LLC assumes no responsibility for any content which you may find on sites that link either to or from us, including (without limitation) the accuracy of the information found on these sites, the compliance (or lack

thereof) with any legal requirements applicable to these sites and for any viruses or other harmful programs that may be contained on these sites, nor is SpectraComm, LLC responsible should any site contain content or links to other sites that you may find offensive.

By accessing third party services through our website, you hereby authorize such third party service providers to provide SpectraComm, LLC with personal information regarding your use of and your activities with respect to the purchase and use of third party services and/or goods.

Links or pointers to other websites and references to products and services offered by third parties are provided to you for convenience only and do not constitute an endorsement or approval by us of (i) the organizations that operate such websites, (ii) the content, privacy policies or other terms of use on such websites or (iii) such third party products and services. As we have no control or responsibility over websites or content maintained by other organizations, or for products and services offered by third parties, we do not assume any liability for your use of any of the foregoing, which use you acknowledge and agree shall be at your own risk.

### **Proprietary and Intellectual Property Rights**

"SpectraComm, LLC", "Faster, Better & Easier" and "The Totally Engaged Audience" as well as the stylized versions of these terms and the logo(s) associated with them, and the other identifying trade and/or service marks of SpectraComm, LLC, and its affiliates are and shall remain the exclusive property of SpectraComm, LLC" and any unauthorized use of these marks is unlawful. Other trademarks

*Welcome to the SpectraComm website. This website is best viewed  
using the most updated versions of most commercially available browsers.*

that may be displayed on this website are the property of their respective owners. All content on this website is the copyrighted property of SpectraComm, LLC and is protected by international copyright law.

Our policy is to comply with all applicable intellectual property laws with respect to any content that we may post on this website. If you believe that your work has been reproduced on this website in a manner that constitutes copyright infringement, please provide a notice to the address below containing all of the following information:

- A physical or electronic signature of a person authorized to act on behalf of the copyright owner for the purposes of the complaint.
- Identification of the copyrighted work claimed to have been infringed.
- Identification of the material on our website that is claimed to be infringing or to be the subject of infringing activity.
- The address, telephone number or e-mail address of the complaining party.
- A statement that the complaining party has 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.
- A statement, under penalty of perjury, that the information in the notice of copyright infringement is accurate, and that the complaining party is authorized to act on behalf of the owner of the right that is allegedly infringed.

All notices of copyright infringement should be sent in writing to:

SpectraComm, LLC  
209 W 2<sup>nd</sup> St  
Suite 220  
Ft. Worth, Texas 76102

*Please note that we are only able to correspond in English.*

#### **Refund Policy**

If you are not completely satisfied with your purchase of our products or services, we offer a 100% money back guarantee for up to 120 days from the purchase date, subject to any specific or limiting terms or conditions on the sales letter from which your purchase originated. All transactions are conducted in United States Dollars (USD) and no adjustment for changes in foreign exchange rates will be made.

#### **Termination Clause**

If you are found to be in violation of our copyright, or user conduct and obligations, your account and membership will be terminated and all funds paid to date will be surrendered and will not be refunded.

#### **General**

If any provision of these Terms of Use is held invalid or unenforceable in any respect by any court, with jurisdiction over the parties, such provision shall be enforced to the maximum extent permitted by law, and the remaining provisions of these Terms of Use shall continue in full force and effect. No waiver of any provision of these Terms of Use shall be deemed a further or continuing waiver of such provision or any other provision of these Terms of Use.

These Terms of Use shall be governed by and construed in accordance with the Federal laws of the United States, and the State of Texas, without regard to conflict of laws provisions thereto. The parties consent to the exclusive jurisdiction of the courts of, and venue in Fort Worth, Texas, United States.

#### **Contact**

If you have any questions, concerns, want to request a refund, or ask about our website or these Terms of Use; please feel free to contact us directly at [info@spectracomm.com](mailto:info@spectracomm.com)

## **Blogging & Posting Policy**

#### **Re-posting and Translation Rights**

I do not permit the re-posting of my posts in their entirety. This is because Google penalizes websites for publishing duplicate content. It often can't tell which site hosts the original, so I risk getting penalized myself for granting permission.

In addition, I don't allow the translation and publication of my work in other languages. I simply don't have the resources to validate the quality of the work.

#### **Guest Posts**

Guest bloggers retain the copyright to the posts they write. The above permission guidelines do not apply to their work. If you are interested in re-posting or publishing their content, you must contact them directly. I cannot serve as a broker, agent, or contact point. If you have some use for my content that is not covered here, please email us at [info@energyofsuccess.net](mailto:info@energyofsuccess.net)

#### **Privacy Policy**

This blog does not share personal information with third parties nor do we store any information about your visit to this blog other than to analyze and optimize your content and reading experience through the use of cookies.

You can turn off the use of cookies at anytime by changing your specific browser settings. We are not responsible for republished content from this blog on other blogs or websites without our permission. This privacy policy is subject to change without notice.

Welcome to the SpectraComm website. This website is best viewed using the most updated versions of most commercially available browsers.

## Reprint/Reproduction Policy

SpectraComm, LLC®, Faster, Better & Easier®, Success Is Just Around The Block®, Power Strategies®, ALE (Active Learning Events)®, Totally Engaged Audience® and Power Shift® are among the registered trademarks of SpectraComm, LLC. Copyright© 2014. SpectraComm, LLC All Rights Reserved.

This website is for your entertainment, information and education only. You may not sell, copy, upload, post or distribute any of this website's content without the permission of SpectraComm, LLC. For permission, please complete the questions below.

All material, whether in the form of video, audio, text, layouts, graphics, forms or logos, published and/or displayed on the website, including, but not limited to blog articles, photographs, images, and illustrations (collectively, the "Content"), is protected under the Copyright Laws of the United States. The content on the website is intended for your personal, non-commercial use.

### Reprint/Reproduction Policy

The website is owned by SpectraComm, LLC. All materials on this site, including but not limited to, content, text, photographs, data, trademarks, logos and artwork, are the property of SpectraComm, LLC. Any unauthorized use of the materials on this site may violate copyright laws, trademark laws, and other applicable laws.

Unauthorized duplication, downloading, or publication of any materials from this site is expressly prohibited. SpectraComm, LLC authorizes permission to reprint specific articles, photos and other educational information (the "Content") on a case-by-case basis. If your reprint request is granted, you must agree to the following:

- You will not alter, delete, add or otherwise change the Content except as approved in writing by SpectraComm, LLC or as necessary to format the Content for your lawful purpose consistent with the information you provide to us below.
- You agree that SpectraComm, LLC will have no liability to you whatsoever, either express or implied, for the information, ideas, concepts or opinions contained in the Content.
- You will include the following copyright notice:  
Copyright © 2014. SpectraComm, LLC All Rights Reserved.

### Disclaimer

This policy may be changed at any time at SpectraComm, LLC's discretion. If we should update this policy, we will post the updates to this page on our Website. This policy was revised May 11, 2014.

### Reprint Request Forms

If you agree to the reprint terms above, and want to move forward, complete the following information and email to [info@energyofsuccess.net](mailto:info@energyofsuccess.net)

All information below is required:

Name:

Email:

Phone:

Website:

Address:

What specific content do you wish to reprint?

Where will the content be reprinted?

Confirmation:

The information above is correct and I agree with your reprint terms and conditions listed on the Copyright and Reprint Policy page.

## Earnings Disclaimer

Any earnings, income statements or income examples, are only estimates of what we think you could earn or achieve. There is no assurance you'll do as well. If you rely upon our figures, you must accept the risk of not doing as well. Where specific income figures are used, and attributed to an individual or business, those persons or businesses have earned that amount. There is no assurance you'll do as well. If you rely upon our figures; you must accept the risk of not doing as well. Any and all claims or representations, as to income earnings on this web site, are not to be considered as average earnings. Testimonials are not representative. There can be no assurance that any prior successes, or past results, as to income earnings, can be used as an indication of your future success or results.

Monetary and income results are based on many factors. We have no way of knowing how well you will do, as we do not know you, your background, your work ethic, or your business skills or practices. Therefore we do not guarantee or imply that you will win any incentives or prizes that may be offered, get rich, that you will do as well, or make any money at all. There is no assurance you'll do as well. If you rely upon our figures; you must accept the risk of not doing as well. Users of our products, services and web site are advised to do their own due diligence when it comes to making business decisions and all information, products, and services that have been provided should be independently verified by your own qualified professionals. Our information, products, and services on this

*Welcome to the SpectraComm website. This website is best viewed  
using the most updated versions of most commercially available browsers.*

web site should be carefully considered and evaluated, before reaching a business decision, on whether to rely on them. All disclosures and disclaimers made herein or on our site, apply equally to any offers, prizes, or incentives, that may be made by our company. You agree that our company is not responsible for the success or failure of your personal or business decisions relating to any information presented by our company, or our company products or services.

**Disclaimer**

You must have my express written consent to do any of the following:

- Use this content in for commercial purposes, including selling or licensing printed or digital versions of my content.
- Alter, transform, or build upon this work.

This policy may be changed at any time at SpectraComm, LLC 's discretion. If we should update this policy, we will post the updates to this page on our Website. This policy was revised June 11, 2014. If you have any questions or concerns regarding our earnings disclaimer or use of our material, please direct them to [info@spectracomm.com](mailto:info@spectracomm.com)

You may also send a letter to:

SpectraComm, LLC  
209 W 2<sup>nd</sup> St  
Suite 220  
Ft. Worth, Texas 76102