

Madden Vanderloop, S.C.

PRIVACY POLICY

COPPA NOTICE: MADDEN VANDERLOOP, S.C. PROVIDES THIS WEBSITE FOR THOSE CUSTOMERS OVER THE AGE OF 13 ONLY. ANYONE UNDER THE AGE OF 13 MAY NOT USE OUR WEBSITE.

SAFE HARBOR NOTICE: MADDEN VANDERLOOP, S.C. DOES NOT PARTICIPATE IN THE EU SAFE HARBOR PROGRAM AND DOES NOT COMPLY WITH THE EU SAFE HARBOR FRAMEWORK.

Section 1 - Introduction

Your privacy is a priority for us, and we go to great lengths to protect it. Please take a moment to carefully read this document to learn more about our information practices.

This is the Privacy Policy (“Policy”) of Madden Vanderloop, S.C. (“Madden Vanderloop,” “we,” “us,” “our”). This Policy outlines Madden Vanderloop’s general policy and practices for protecting your private information on this website and our related services (collectively, the “Site”). It covers why Madden Vanderloop collects information, the types of information Madden Vanderloop gathers, how the information is used, and the choices individuals have regarding Madden Vanderloop’s use of their information. This Policy applies to all personal and non-personal information received by Madden Vanderloop via the Site.

Madden Vanderloop reserves the right to modify this Policy at any time and will do so from time to time. Each modification shall be effective upon its posting to the Site. Your continued use of the Site following any such modification constitutes your acceptance of any changes to this Policy. It is therefore important that you review this Policy regularly. If you have any questions concerning this Policy please contact Madden Vanderloop at [info AT madvanlaw.com](mailto:info@madvanlaw.com)

Please Note: Any capitalized term used but not defined herein shall have the meaning prescribed in the Terms of Use. In the event of a conflict between this Policy and the Terms of Use, then the Terms of Use shall control.

Section 2 – Scope of this Policy

This Policy covers the entire Site. However, it does not apply to entities that Madden Vanderloop does not own or control, including advertisers or providers of other content. It also does not cover websites with posted links on the Site. These entities are governed by their own privacy policies and not this Policy. Please check the privacy policy of any entity you interact with on or off the Site.

Section 3 – Reasons Madden Vanderloop Collects Personal information

Madden Vanderloop collects your personal information because it helps deliver a superior level of customer service, gives you convenient access to the Site, and allows key features of the Site to function properly. In addition, your personal information helps us keep you posted about the latest announcements, special offers, and events that you might be interested in.

Section 4 - Types of Information Madden Vanderloop Collects and How it is Used

Madden Vanderloop will use the information it collects to provide the Site's services and features to you. We will also use the information to measure and improve the Site, determine where customers are generally located, provide you with customer support, and to contact you with newsletters and updates. Please see each section below for more information.

4.1 “Browser Data”

When you visit the Site, Madden Vanderloop gathers certain Browser Data automatically and stores it in log files. This information includes Internet Protocol (IP) addresses, browser type, Internet Service Provider (ISP), referring/exit pages, operating system, date/time stamp, and clickstream data. We use this information, which **does not** identify individual customers, to analyze trends, to administer the Site, to track customers’ movements around the Site, and to gather demographic information about the customer base as a whole.

Additionally, Madden Vanderloop transmits the Browser Data to Google Analytics to receive additional insight and reports pertaining to customers visiting the Site. Once your data is transmitted to Google, it is no longer governed by this Policy. Therefore, you should also review Google’s Privacy Policy here: <http://www.google.com/intl/en/policies/privacy/>

Madden Vanderloop will not use the Browser Data collected to market directly to you.

4.2 “Cookies”

“Cookies” are small pieces of data stored for an extended period of time on a computer, mobile phone, or other device. As is standard practice, the Site uses Cookies and other technologies to help Madden Vanderloop know which parts of the Site are the most popular, the pages customers are visiting, and how much time they spend there. We also use Cookies and other technologies to make sure that online advertising is bringing customers to the Site, to study traffic patterns on the Site, to make it even more rewarding, and to study the effectiveness of our customer communications.

You may remove or block Cookies using the settings in your browser, but in some cases that may impact your ability to use the Site. Please find instructions on how to block Cookies for your specific browser below:

- [Block Cookies in Internet Explorer 8](#)
- [Block Cookies in Chrome](#)
- [Block Cookies in Firefox](#)
- [Block Cookies in Opera](#)
- [Block Cookies in Safari](#)

4.3 “Click Through URL's”

In some of Madden Vanderloop’s email messages, “Click-Through URLs” are linked to content on the Site. When customers click one of these Click-Through URLs, they pass through Madden Vanderloop’s web server before arriving at the destination web page. We track this click-through data to help determine interest in particular topics and measure the effectiveness of customer communications. If you prefer that this information not be collected, simply avoid clicking on text or graphic links in the e-mails that you receive from us.

4.4 User Information Submitted via the Contact Us Page

If you choose to, you may submit your personal information to Madden Vanderloop via the “Contact Us” page. This information is used to create a file regarding your legal matter in our practice management system, and to maintain a list of potential customers who may be interested in our services. **Please remember**, any personal information submitted via the “Contact Us” page is **not** encrypted before it is sent over the Internet. Therefore, you should **never** submit any sensitive information via the “Contact Us” page, as it may be viewed by unauthorized third-parties. If you submit your e-mail address via the Contact Us page, you will be added to the Madden Vanderloop e-mail list.

Section 5 – Public Information and Disclosure

5.1 Public Information is Public

Please take care when sharing **any information** over the Internet or when using an Internet connected service. If you use a bulletin board, chat room, or related feature on the Site, you should be aware that any information you share is visible to other users on the Site. Any information you submit through one of these services can be read, collected, or used by other individuals to send you unsolicited messages. Madden Vanderloop will store that information and is not responsible for the personally identifiable information you choose to submit.

5.2 When Madden Vanderloop Discloses Your Information

To help Madden Vanderloop provide superior service, information you share may be shared with legal entities within our corporate group, who shall also take steps to safeguard it in accordance with this Policy.

There are also times when it may be advantageous for Madden Vanderloop to make certain information about you available to companies with whom there exists a strategic relationship. These companies may help us process information, fulfill customer orders, deliver products to you, manage and enhance customer data, provide customer service, assess your interest in products and services, or conduct customer research or satisfaction surveys. In such situations, these companies are prohibited from using your personal information for any unauthorized purposes and are also obligated to protect your information in accordance with this Policy, except if you are informed otherwise at the time of collection. Without such information being made available to third-parties, it would be

difficult for you to use the Site.

Madden Vanderloop also reserves the right to disclose your personal information for any reason; if we believe that it is reasonable to do so. This includes, but is not limited to, complying with law enforcement, litigation, or to satisfy laws, such as the Electronic Communications Privacy Act, the Children's Online Privacy Protection Act, regulations, or governmental or legal requests for such information.

Madden Vanderloop may also disclose personal information that is necessary to identify, contact, or bring legal action against someone who may be violating any of our contracts, policies and/or procedures.

Finally, Madden Vanderloop may also disclose personal information about you if we determine that for national security, law enforcement, or other issues of public importance, disclosure is necessary.

5.3 Transfer or Sale of Assets and Company

Madden Vanderloop may be sold, sell or buy businesses or assets of businesses, or merge with another business. In such transactions, user information, including your personal information, generally is one of the transferred business assets. Also, in the event that Madden Vanderloop, a line of business of Madden Vanderloop, or substantially all the assets of Madden Vanderloop are transferred, user information may well be one of the transferred assets. We will make a reasonable effort to provide notice on the Site and to notify you via e-mail (at the most recent e-mail address that you have provided) of any such change in ownership or control of your personal information.

5.4 Links to Other Sites or Other Third-Parties

The Site contains links to the sites of other companies. Madden Vanderloop is not responsible for their privacy practices and we encourage you to learn about the privacy policies of those companies.

Section 6 - Other Important Information

6.1 Privacy of Children

Protecting children's privacy is especially important to Madden Vanderloop. We do not knowingly collect personal information from children under 13, but because some information is collected electronically, it can appear to be the personal information of someone over the age of 13, and will be treated as such by this Policy. If a child under 13 submits personal information to Madden Vanderloop and we learn that the personal information is the information of a child under 13, we will attempt to delete the information as soon as possible. It is Madden Vanderloop's policy to comply with the Children's Online Privacy Protection Act of 1998 and all other applicable laws. Therefore, Madden Vanderloop restricts the Site and all other provided services to persons 13 years of age or older.

YOU MUST BE THIRTEEN YEARS OF AGE OR OLDER TO ACCESS THE SITE. IF YOU ARE UNDER THIRTEEN YEARS OF AGE, YOU ARE NOT PERMITTED TO ACCESS ANY OF THE SITE FOR ANY REASON. DUE TO THE AGE RESTRICTIONS FOR USE OF THE SITE AND SERVICES, NO INFORMATION OBTAINED BY MADDEN VANDERLOOP FALLS WITHIN THE CHILDREN'S ONLINE PRIVACY PROTECTION ACT OF 1998 AND IS NOT MONITORED AS DOING SO.

6.2 Special Notes for California Residents

A. California Online Privacy Protection Act

California law requires that Madden Vanderloop provide you with a summary of your privacy rights under the California Online Privacy Protection Act ("California Act") and the California Business and Professions Code. As required by the California Act, this Policy identifies the categories of personally identifiable information that Madden Vanderloop collects through the Site about individual consumers who use it and the categories of third-party persons or entities with whom such personally identifiable information may be shared.

Depending on the visitor's activity on the Site, certain "personally identifiable information" (as that term is defined in the California Act) may be collected, in addition to information set forth in other sections of this document. For purposes of the California Act, the term "personally identifiable information" means individually identifiable information about an individual consumer collected online by Madden Vanderloop from an individual and maintained by Madden Vanderloop in an accessible form, and may include any of the following:

(1) A first and last name;

(2) A home or other physical address, including street name and name of a city or town;

(3) An e-mail address;

(4) A telephone number;

(5) Any other identifier that permits the physical or online contacting of a specific individual;

(6) Information concerning a user that the website collects online from the user, and maintains in personally identifiable form, in combination with an identifier described within this Policy.

If you would like Madden Vanderloop to remove your personal information, please contact us at info AT madvanlaw.com

See Section 1 for a description of the process by which Madden Vanderloop notifies consumers who use or visit the Site of material changes to this Policy.

B. California Shine the Light Law (SB 27) Compliance Statement

Please be advised, Madden Vanderloop has less than 20 fulltime or part-time employees and is therefore exempt from the Shine the Light Law requirements. This Policy will be updated if Madden Vanderloop employs more than 20 employees.

6.3 No EU Safe Harbor Compliance

Madden Vanderloop does not participate in the EU Safe Harbor Program and does not comply with the EU Safe Harbor framework. More information about the Safe Harbor Program can be found here: <http://www.export.gov/safeharbor/>

6.4 Agreement with Policy and Continued Use of Site

Unless stated otherwise, Madden Vanderloop's current Policy applies to all information that has been gathered about you via the Site. By using the Site, you consent to this Policy and having your personal information and data transferred and processed as described in this Policy.

Madden Vanderloop, S.C.

TERMS OF USE

This website and related services (collectively, the “Site”) are provided subject to this terms of use. Please read the following information carefully. Your continued use of the Site will indicate your agreement to be bound by the terms and conditions set forth below. If you do not agree to these terms and conditions, promptly exit and cease use of the Site. These terms of use constitute the entire agreement between you and Madden Vanderloop pertaining to the subject matter hereof. In its sole discretion, Madden Vanderloop may from time-to-time revise these terms of use by updating this posting. You should, therefore, periodically visit this page to review the current terms of use so you are aware of any such revisions to which you are bound.

Section 1 - Acceptance

THIS TERMS OF USE (“TERMS OF USE”) IS A LEGALLY BINDING AGREEMENT BETWEEN EACH USER (INCLUDING ANY REGISTERED USER, TRIAL USER, VISITOR, OR AGGREGATOR) (“YOU” AND “YOUR”) AND MADDEN VANDERLOOP, SC (“MADDEN VANDERLOOP”). BY USING THE SITE, YOU AGREE THAT YOU UNDERSTAND THE TERMS OF USE, AND THAT YOU CONSENT TO BE BOUND BY ALL OF ITS TERMS AND CONDITIONS. THESE TERMS OF USE SET FORTH YOUR RIGHTS AND OBLIGATIONS WITH RESPECT TO YOUR USE OF, AND ACCESS TO THE SITE. IF YOU DO NOT AGREE TO THESE TERMS, YOU SHOULD NOT USE THE SITE.

Section 2 - Ownership of the Site and Restrictions on Use

All pages within the Site and materials made available for download are the property of Madden Vanderloop. The Site is protected by United States and international copyright, trademark, and patent laws. The contents of the Site, including without limitation the files, documents, text, photographs, images, audio, video, location data, and any materials accessed through or made available for use or download through the Site (“Content”) may not be copied, distributed, modified, reproduced, published or used, in whole or in part, except for purposes authorized or approved by Madden Vanderloop, including the provision of services or products to Madden Vanderloop, or in connection with a business relationship with Madden Vanderloop. You may not frame, utilize framing techniques to enclose, or deep link to, any name, trademark, logo, Content, or other proprietary information (including images, text, page layout, or form) of Madden Vanderloop without the Madden Vanderloop’s express written consent.

Madden Vanderloop hereby grants you a non-exclusive, non-transferable license to use the Site solely for your personal, non-commercial use (except with regard to your use of inherent functionality provided through the Site). As a condition of your use of the Site, you warrant to Madden Vanderloop that you **will not use the Site for any purpose that is unlawful or prohibited by these Terms of Use**. If you breach any of these Terms of Use, your authorization to use the Site automatically terminates and you must immediately destroy any downloaded or printed materials.

You may not use automated systems (e.g., robots, spiders, etc.) to access or “harvest” information from the Site. You agree not to collect personally identifiable information of other users of the Site or to sell or otherwise exploit that information. You agree not to use the Site in any manner that could damage, disable, overburden, or impair the Site.

Any rights not expressly granted by these Terms of Use or any applicable end user license agreements are reserved by Madden Vanderloop and its affiliates.

Section 3 - Confidential Information

You acknowledge that the Site and Content include information which is confidential and proprietary to Madden Vanderloop (“Confidential Information”). Confidential Information includes Content or information marked as “Confidential” or with a similar label, as well as any other Content or information which you know, or reasonably should know, is confidential or proprietary. If you are not sure whether Content is Confidential Information, contact an authorized Madden Vanderloop employee for clarification and do not disclose such information to any third party until you receive such clarification. You agree to keep all such Confidential Information strictly confidential and to not disclose any such Confidential Information to any third party without the advance written consent of Madden Vanderloop. You agree to treat all Confidential Information with the same care and caution as you would treat your own Confidential Information.

Section 4 - Accuracy and Integrity of Information

Although Madden Vanderloop attempts to ensure the integrity and accurateness of the Site, Madden Vanderloop makes no representations, warranties, or guarantees whatsoever as to the correctness or accuracy of the Site and Content thereon. It is possible that the Site could include typographical errors, inaccuracies, or other errors, and that unauthorized additions, deletions, and alterations could be made to the Site by third parties. In the event that an inaccuracy arises, please inform Madden Vanderloop so that the error can be corrected. Any information, Content, service, function, or feature contained on the Site may be discontinued, changed, or updated at any time with or without notice. Additionally, Madden Vanderloop shall have no responsibility or liability for information or Content posted to the Site from any third party.

Section 5 - Access to Site

In the event access to the Site or a portion thereof requires a user ID and password (“Protected Areas”), you agree to access Protected Areas using only your user ID and password as on file with Madden Vanderloop. You agree to protect the confidentiality of your user ID and password, not to share or disclose your user ID or password to any third party, and to promptly notify Madden Vanderloop in the event you become aware your user ID or password may have been disclosed to an unauthorized third party or otherwise compromised. ADDITIONALLY, YOUR ACCESS TO THE SITE MAY BE REVOKED BY MADDEN VANDERLOOP AT ANY TIME WITH OR WITHOUT CAUSE.

Section 6 – Indemnification

You agree to defend, indemnify, and hold Madden Vanderloop harmless from and against all third party claims, damages, and expenses (including reasonable attorneys’ fees) against or incurred by Madden Vanderloop arising out of your use or access of the Site, or any breach of these Terms of Use.

Section 7 - Submissions / Uploads to the Site

If you submit, upload, post, or transmit any information or Content to the Site (“Submissions”), you agree not to submit, upload, post, or transmit (a) anything that is defamatory, abusive, libelous, unlawful, obscene, threatening, harassing, fraudulent, pornographic, harmful, or that could encourage criminal or unethical behavior; (b) anything that violates the intellectual property rights of any person or entity; or (c) a virus or any other harmful component.

Madden Vanderloop and its affiliates shall have a perpetual license to sublicense, use, copy, display, perform, distribute, modify, adapt, abridge, exploit, and promote Submissions in any way and in any commercial or non-commercial medium or form, with or without charge. You are responsible for making sure all Submissions that you originate or require are properly backed up so you have ready access thereto in the event of loss, corruption, or interruption. You agree to defend, indemnify, and hold Madden Vanderloop harmless from and against all third party claims, damages, and expenses (including reasonable attorneys’ fees) against or incurred by Madden Vanderloop arising out of any Submissions you submit, upload, post, transmit, or allow to be posted to the Site.

Section 8 - No Duty to Monitor

You agree that Madden Vanderloop is not liable for Content that is provided by others. Madden Vanderloop has no duty to screen or monitor Content that you or other users may submit, upload, post, transmit, or allow to be posted, but Madden Vanderloop does have the right to refuse to post or edit submitted Content. Madden Vanderloop also reserves the right to remove any Content for any reason at any time.

Section 9 - Infringement Notices

As provided in the Digital Millennium Copyright Act (“DMCA”), Madden Vanderloop has designated the following individual for notification of potential copyright infringement regarding the Site:

Patrick Madden
Info AT madvanlaw.com

If you believe any content available through the Site infringes a copyright, please provide the following information to the person identified above (17 U.S.C. § 512):

1. a physical or electronic signature of the copyright owner or authorized agent;
2. identification of the copyrighted work(s) claimed to have been infringed;
3. identification of the material that is claimed to be infringing or to be the subject of the infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
4. information regarding how Madden Vanderloop may contact you (e.g., mailing address, telephone number, e-mail address);
5. a statement that the copyright owner or its authorized agent 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; and

6. a statement that the information in the notification is accurate and made under penalty of perjury, and, if an agent is providing the notification, a statement that the agent is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Section 10 - Disclaimer of Warranties

MADDEN VANDERLOOP DOES NOT WARRANT THAT ACCESS TO, OR USE OF, THE SITE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT DEFECTS IN THE SITE WILL BE CORRECTED. The Site, including any content or information contained within it, or any Site-related service, is provided “as is” and “as available,” with all faults, with no representations or warranties of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, quality of information, quiet enjoyment, title/non-infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage. Madden Vanderloop specifically disclaims all liability for errors or omissions in, or the misuse or misinterpretation of, any information obtained through the Site. Madden Vanderloop does not warrant the accuracy, completeness, timeliness, or availability of the information obtained through the Site.

You assume total responsibility and risk for your use of the Site and hyperlinked websites. Madden Vanderloop does not warrant that content or information contained within the Site will be free of viruses, worms, trojan horses, or other destructive programming. You are responsible for implementing procedures sufficient to satisfy your needs for data backup and security. You agree that Madden Vanderloop shall not be liable for any cost or damage arising directly or indirectly from your use of the Site, content, or information contained within the Site. You assume total responsibility and risk for your use of the Site and the Internet.

Section 11 - Limitation of Liability Regarding Use of Site

Madden Vanderloop and its officers, directors, employees, agents, owners, affiliates, vendors, licensors, dealers, and any third parties mentioned on the Site are neither responsible nor liable for any direct, indirect, incidental, consequential, special, exemplary, punitive, or other damages whatsoever (including, without limitation, those resulting from lost profits, lost data, or business interruption) arising out of or relating in any way to the Site, Content, or information contained within the Site, and any hyperlinked website, whether based on warranty, contract, tort, or any other legal theory and whether or not advised of the possibility of such damages. **Your sole remedy for dissatisfaction with the Site, Site-related services, and hyperlinked websites is to stop using the Site and those services.** Applicable law may not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may or may not apply to you.

Section 12 - Links to Other Sites

Madden Vanderloop makes no representations whatsoever about any other website that you may access through the Site. When you access a non-Madden Vanderloop website, please understand that it is independent from Madden Vanderloop, and that Madden Vanderloop has no control over the content on that website. In addition, a hyperlink to a non-Madden Vanderloop website does not mean that Madden Vanderloop endorses or accepts any responsibility for the content or the use of the linked website. **It is up to you to take precautions to ensure that whatever you select for your use or download is free of viruses, worms, trojan horses, and other destructive programming. If you decide to use or access any of the third party websites linked to the Site, you do this entirely at your own risk.**

Section 13 - Age of Users

Children under the age of thirteen (13) may not use the Site under any circumstances. If Madden Vanderloop becomes aware that a child under the age of thirteen (13) has provided or attempted to provide any personal information via the Site, Madden Vanderloop will use reasonable efforts to remove the information permanently from its files.

If you are under the age of eighteen (18) but at least thirteen (13) years of age, you may use the Site only under the supervision of a parent or legal guardian who agrees to be bound by these Terms of Use. If you are a parent or legal guardian agreeing to these Terms of Use for the benefit of a child between the ages of thirteen (13) and eighteen (18), be advised that you are fully responsible for his or her use of the Site, including all financial charges and legal liability that he or she may incur.

Section 14 - Electronic Delivery Statement and Your Consent

You agree that Madden Vanderloop may provide you with notices and other information concerning Madden Vanderloop or the Site electronically, including notice to any e-mail address that you may provide.

Section 15 - International Use

Madden Vanderloop makes no representation that Content on the Site is appropriate or available for use in locations outside the United States. If you choose to access the Site from a location outside the U.S., you do so on your own initiative and you are responsible for compliance with local laws.

Section 16 - Privacy Policy

Information that you provide or that Madden Vanderloop collects about you and your organization, in connection with your access to and use of the Site, is subject to the Madden Vanderloop's Privacy Policy, the terms of which are incorporated herein by reference. Your use of the Site signifies your continuing consent to the Privacy Policy.

Section 17 - Final Provisions

Madden Vanderloop reserves the right, in its sole discretion, to terminate your access to all or part of the Site, with or without cause, and with or without notice.

In the event that any of these Terms of Use are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions are severable and shall be limited or eliminated to the minimum extent necessary so that these Terms of Use shall otherwise remain in full force and effect. Certain provisions of these Terms of Use may be superseded by expressly designated legal notices or terms located on particular pages within the Site.

Madden Vanderloop's failure to insist upon or enforce strict performance of any provision of these Terms of Use shall not be construed as a waiver of any provision or right. You agree to pay and be responsible for all sales taxes, use taxes, value added taxes, and duties imposed by any jurisdiction as a result of the license granted to you, or of your use of Content or the Site.

In the event of any dispute or claim relating to the Site or these Terms of Use, you agree to resolution of such dispute in the state or federal courts located in **Wisconsin** in accordance with **Wisconsin law**. Any cause of action brought by you against Madden Vanderloop or its affiliated parties must be instituted **within one (1) year** after the cause of action arises or be deemed forever waived and barred. You consent to service of any required notice or process upon you by registered mail or overnight courier with proof of delivery notice, addressed to the address or contact information provided by you, or such other address as you may advise us in writing to use, from time to time.