**Finch Paper Website 2016**

**Terms of Use**

Usage of Website

These terms of use (“TOU”) apply to your use of Finch Paper LLC's website.  Finch Paper reserves the right to update the TOU at any time without notice to you.  The most recent version of the TOU can be viewed by checking this site regularly. Finch Paper reserves the right to change these TOU at any time without notice.

Acceptance of Terms

Your acceptance to these TOU is acknowledged by your use of this website.  If you do not accept the TOU, please stop using this website immediately.

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Privacy Policy

Finch Paper maintains a privacy policy for the information it collects and uses on this website.  A copy of Finch Paper’s privacy policy can be viewed by clicking here. [Note to Draft: Add Hyperlink to Privacy Policy].

Linking

This site links to other websites on the Internet. Finch Paper assumes no responsibility for material found on other sites.  You are granted a limited, non-exclusive right to create a hypertext link to this website, provided it is a text-only link clearly marked “Finch Paper” which points to the URL “www.finchpaper.com” and not to other pages within the site, and which displays the site “full-screen” and not within a “frame” on the linking web site. Further, the appearance, position and other aspects of any link to this site must not be such as to damage or dilute the goodwill associated with the name, trademarks, and service marks of Finch Paper LLC, create the false appearance that we are associated with or sponsor the linking web site, or present Finch Paper in a false, misleading, derogatory, or otherwise defamatory manner. This limited right may be revoked at any time in Finch Paper's sole discretion.

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Applicable Law; Jurisdiction; Venue

These terms of use shall be governed by and constituted in accordance with the laws of the state of New York, applicable to agreements made and entirely to be performed within New York, without resort to its conflict of law provisions. You agree that any action at law or in equity arising out of or relating to these terms and conditions shall be filed only in the federal, state or local courts located in Albany, New York, and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these terms of use.

Severability

If any provision of these terms of use shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms of use and shall not affect the validity and enforceability of any remaining provisions.

Notices of Infringement

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Indemnity

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**Privacy Policy**

Overview

Keeping your personal information secure and ensuring your understanding of how we use the information we collect are important to us at Finch Paper. We collect personal information exclusively for the purpose of communicating with our customers and the public and to provide promotional samples to users of the website.  Please see Finch Paper LLC's Terms of Use, which can be viewed by clicking here [Note to Draft: Add Hyperlink to Terms of Use], for more information about Finch Paper's on-line policies in general.

Information Requested

To better serve our customers, answer general questions about Finch Paper and to be able to offer samples of our products, Finch Paper requests that the customer provide contact information in numerous places on our website.  At the present time, the only information we collect is contact information (i.e., name, company, address, phone number, e-mail address, etc.), information on how a person learned of Finch Paper and basic information about your business and your paper requirements (e.g., type of projects you print, type of presses you utilize, and preferred paper distributor).  Contact information is collected so Finch Paper has the ability to communicate with the person that has requested to be contacted, requested a promotional sample or indicated that they would like to be added to Finch Paper’s promotional mailing list and/or Finch Paper’s e-mail list for news, products, promotions and news.

Promotional Samples

Finch Paper offers promotional samples of its products to those that request it.  In order to receive a promotional sample, a respondent must provide their name and contact information so we know where to send the sample.  We also request that respondents describe the job the product will be used for and how they learned of Finch Paper.  These questions are intended to gather information that will allow us to better serve our customers and their paper needs.   Respondents also have the ability to opt in on this page of our website to be added to Finch Paper’s promotional mailing list and/or to be added to Finch Paper’s e-mail list for new products, promotions and news.  As discussed below, respondents are able to opt out from receiving this information at any time in the future by following the instructions.

Contact Us

In the event the website does not answer all your questions, there is a contact us section where you can leave your contact information and a Finch Paper representative will then contact you.  This section of the website requests contact information and enables you to leave a message for Finch Paper so our representative will better be able to assist you.   Additionally, on this page you have the ability to opt in to be added to receive Finch Paper’s promotional mailing list and/or to stay informed about Finch Paper’s products, promotions and news.  As discussed below, respondents are able to opt out from receiving this information in the future at any time by following the instructions on the website or in this policy.

Use of Personal Information

Finch Paper only utilizes personal information for the purposes discussed above.  Personal information at all times is only used to contact a respondent at their request, add them to our mailing or e-mail list, identify ways to improve our website or provide a promotional sample.  All information collected on this site is only received and reviewed by Finch Paper and its designated representatives for the express purposes discussed herein.  At no time does Finch Paper sell or otherwise share personal information collected on this site with third parties.

Disclosure of Personal Info

Finch Paper will not intentionally disclose (and will take commercially reasonable steps to prevent the accidental disclosure of) your personal information to third parties (i.e., persons or entities that are not affiliates of Finch Paper), whether for such third parties' marketing purposes or otherwise, subject only to the following four (4) exceptions:

1. Finch Paper may disclose your personal information to third parties as required or permitted by the laws, rules, and regulations of any nation, state, or other applicable jurisdiction;

2. Finch Paper may disclose your personal information to third parties who deliver information from us to you for the purpose of performing such delivery;

3. Finch Paper may disclose your personal information if, in connection with submitting the information, you consent to such disclosure; and

4. Finch Paper may disclose contact information for you in response to inquiries by bona-fide rights owners in connection with allegations of infringement of copyright, trademark or other proprietary rights arising from information you have posted on the website or otherwise provided to Finch Paper.

Security of Collected Information

Finch Paper takes the collection of your personal information seriously.  This website is owned and operated by Finch Paper and all information provided on this website is only conveyed to Finch Paper and its designated representatives.  Additionally, Finch Paper takes reasonable measures at all times to protect the electronic information collected and stored on this website. Despite these precautions, Finch Paper cannot guarantee that unauthorized persons will not obtain access to your personal information.

Opt Out from Receiving Promotional Material and Updates on Finch Paper

Finch Paper only contacts individuals, provides promotional materials and company updates to respondents that elect to receive this information by requesting so on the website.  If at any time you wish to longer be on our mailing or e-mail lists or otherwise receive updates from Finch Paper, please contact us using any of the following methods and your name and contact information will be permanently deleted from our electronic storage system:

|  |  |
| --- | --- |
| E-Mail: | [bpovie@finchpaper.com](mailto:bpovie@finchpaper.com) |
| Phone: | (518) 793-2541 or 1 (800) 833-9983 |
| Writing: | Finch Paper, LLC 1 Glen Street Glens Falls, NY 12801 |

Children's on-line privacy protection

Finch Paper understands the importance of protecting children's privacy, especially in an on-line environment. The website is not intentionally designed for or directed at children 13 years of age or younger, and Finch Paper will not intentionally collect or maintain information about anyone under the age of 13.

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By the very nature of the internet information collected on the website may be transferred from time to time throughout the world, including domain or hosting servers and routers located outside the European Economic Area (EEA), and the website may be viewed and hosted anywhere in the world, including countries that may not have laws regulating the use and transfer of personally-identifiable data. By using the Site and submitting such information on it, you voluntarily consent to such transborder transfer and hosting of such information.

Amendment

Finch Paper, in its sole discretion, may modify or amend this Privacy Policy at any time.