

# Privacy Agreement

This is the agreement which creates the privacy protection you will have if you subscribe. It's the next best thing to getting a law passed which protects you. The binding legal language is on the right below. Explanatory notes in "people's English" are on the left. More explanatory examples are in the Q&A section on this site. You are also welcome to email us with questions about the agreement at [legal@lifestyleprivacy.com](mailto:legal@lifestyleprivacy.com).

The Preamble tells what the purpose of the agreement is, and why there is a need for it. Some people just want more privacy protection than just trusting their intimate friends. Even dating can be risky. Other people live a "different" lifestyle, meaning one which many may look down on, such as nudism, swinging, transvestitism, BDSM, etc. Many who are gay want that fact to remain private.

Even if you don't subscribe, you can become bound if you agree to be -- you just don't have the other advantages of being a subscriber.

Hackers will be prosecuted. This just gives subscribers the right to get money damages from them.

1. **Preamble**. This agreement exists to protect the subscriber from unauthorized disclosure of personal information by others who are bound by this agreement, and to assure those others that the subscriber will be similarly bound. It is understood that the need for such protection arises because the subscriber wants privacy that can be jeopardized by friends or acquaintances. Perhaps the subscriber is interested in lifestyle activities which are generally regarded as personal and private, or are seen as different, controversial, undesirable or immoral by some in the general public, though they are legal, and are not immoral to the subscriber. This agreement protects the subscriber within its scope as to all such information and any other private information.

2. **Who is bound**. A person becomes bound by this agreement if s/he:

a. "signs" it by clicking agreement to it online (or consents to such clicking),

b. comes into possession of information which s/he knows is protected by the agreement after agreeing to abide by the agreement, or

c. accesses information protected by the agreement without permission, knowing it is protected by the agreement. In the case of hacking (theft of information by computer), the hacker will be presumed to have known of this agreement prior to taking the information.

3. **What I am agreeing to**. I agree to the following:

a. *Protection of privacy: general*. I will not disclose the identity of anyone as a subscriber to this agreement, or any subscriber's

If a reasonable person would know that another subscriber would want something to stay private, you must keep it so -- among all subscribers.

This part adds a layer of protection. If you don't want all subscribers to know something, you can tell one or more subscribers to keep it strictly private between you.

It's not fair to hold you to the agreement if the subscriber whose information is involved is making his information public in some way. But to be sure, you should ask that subscriber if it's OK to disclose to others. The best rule is, Don't.

You can't use the agreement as a cover for illegal activities. The *Lawrence* case went a long way to legalize sex practices of all kinds, and it and other cases may protect other consensual and victimless activity. If you're doing that, you may reasonably claim constitutional protection.

An arbitration is a private trial, in which the arbitrator plays the role of the judge. There is no jury. No evidence becomes public, only the final judgment. It permits enforcement of the agreement without defeating its purpose -- keeping certain information private.

You won't be liable if a disclosure was just a mistake, but you may have to prove that.

personal information, or experiences I have with any subscriber or observe a subscriber having, or anything about a subscriber I have reason to believe that subscriber would regard as private (such as their participation in a particular lifestyle or their status as a person, e.g., being gay or transsexual), to anyone who is not a subscriber.

b. *Protection of privacy: specific information.* I will not disclose to anyone, whether or not a subscriber, any information which a subscriber specifically requests I not disclose. A subscriber may designate any document as private under this paragraph by attaching the LP logo to it.

c. *Waiver.* I may disclose information which is protected by this agreement if the subscriber who owns it waives the protection. A waiver may be express (stated in words) or implied (by conduct). If a subscriber authorizes a limited disclosure (for example, to other subscribers), I will respect that limit.

Example: A subscriber discloses protected information in my presence to non-subscribers who do not agree to keep it confidential. I may then disclose the same information to others, unless I have reason to believe the subscriber does not intend a general waiver.

d. *Crime.* I am not agreeing to conceal evidence of criminal activity, except consensual, victimless activities which I believe are protected by constitutional rights, especially within the scope of the Supreme Court's decision in *Lawrence v. Texas*, 539 U.S. 558 (2003).

#### **4. What happens if there is a violation of the agreement.**

a. *Arbitration.* Violations shall be enforced by binding arbitration which shall be private in all respects, including the name of the plaintiff. The arbitration shall take place in the county where the victim resides or where the violation occurred, at the option of the victim. It shall be conducted under the rules of the American Arbitration Association, unless the parties agree on different rules. A violator will be liable if the violation was intentional or reckless. The victim shall be entitled to the costs of the arbitration and to attorney's fees if s/he prevails, but shall not be liable for such fees if s/he does not prevail unless the complaint of violation lacked substantial evidence.

b. *Damages:* The victim may claim one of the following:

Liquidated damages are agreed to in advance, so you don't have to prove the extent of your damage. But if you choose the option to prove actual damages, you will have more kinds of damages you can prove, and there is no ceiling.

For this option, you have to show that the disclosure hurt your reputation not just in your circle of friends, but in your community.

This option lets you combine the first two options, if both are applicable.

"Actual damages" means you have to show the dollar extent of the damages, and you can do so for various kinds of loss, including mental distress, loss job or profits, or other losses resulting from the disclosure.

This guidance is a manual on how to do an arbitration, and includes how to select a lawyer to help you.

The certification will avoid the need for you to get proof of those items.

We want to help you as much as we can, but your facts would need to be strong enough for us to advance the money.

Any subscriber engaging in fraud will be barred from subscribing to the agreement permanently.

On rare occasion a person can be pulled into a divorce or a criminal prosecution where the court wants to know what you know. This agreement can help protect private information. We will tell you how. In our sole discretion, we may pay a

\* If the violation causes loss of full-time employment, liquidated damages of \$50,000, subject to mitigation in the amount of actual earnings since the loss.

\* If the violation causes injury to reputation in the community, liquidated damages of one dollar times the number of persons living in the county where the victim resides, or times number of subscribers of any publication, or audience of any radio or television broadcast, or page views of any Internet site, in or on which any of the disclosed information appears, whichever is greater in dollar amount.

\* Both the above two items.

\* Actual damages, for the same elements of damage as invasion of privacy and wrongful disclosure of confidential information, and punitive damages not to exceed three times the amount of actual damages.

*c. Enforcement assistance.* LifestylePrivacy.com agrees to assist in the enforcement of this agreement in these ways:

\* We will provide guidance in how to go about commencing an arbitration and carrying it through to a conclusion.

\* We will furnish certification that the subscribers involved were in fact subscribers, their contact information, the dates of the subscriptions, and any history of other violations.

\* We may offer to advance the costs of arbitration in our sole discretion, in exchange for a percentage of the claim.

**5. Fraud and collusion.** If any subscriber falsely claims a violation has occurred or colludes with anyone to press a false claim of violation, s/he shall be liable to the subscriber falsely accused, who shall have the same remedies as for a disclosure violation. Each violator shall also be liable to LifestylePrivacy.com for any losses incurred in attempting to enforce the agreement, also enforceable in arbitration as above.

**6. Notice of compelled or requested testimony.** I agree to notify LifestylePrivacy.com immediately upon receiving information that I will be required or requested to give evidence to any public official or court in any matter relating to information protected under this

lawyer to assist you. We want to help protect you, but also the integrity of the privacy agreement. That is in everyone's interest.

Sometimes the law changes, sometime society changes, and sometime we get good suggestions, and we need to update.

You are only protected after your subscription lapses if the later violation against you involves information revealed by you before the lapse to a then-active subscriber who is the violator. Even then, a lapse means you won't have our enforcement support.

"Limitations" means the period of time your rights exist and you can file (in this case) an arbitration.

The Restatements are summaries of American law made by eminent law professors, lawyers and other commentators, and have been followed by courts in over 150,000 cases.

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agreement. I agree to assert all appropriate privileges (such as self-incrimination), including this agreement, and to request exemption of the protected information from compelled evidence, and I agree not to give such evidence unless compelled by a court.

7. **Amendments.** This agreement may be amended from time to time by LifestylePrivacy.com upon prior notice to me, and if I do not agree with the amendment, I may terminate my subscription and receive a pro rata refund.

8. **Duration and limitations.** My commitment not to disclose private information revealed to me under this agreement is perpetual. Even if I let my subscription lapse, I remain bound as to new disclosures of private information to me by active subscribers who are not informed of my subscription lapse.

I remain protected after I let my subscription lapse as to disclosures of my private information I made during my subscription to active subscribers. However, if my subscription is not current at the time of a violation against me, LifestylePrivacy.com will not provide me the enforcement assistance described above.

This agreement becomes effective upon transmittal of an email confirmation notice to the new subscriber.

The period of limitations for any violation of this agreement shall not commence until the victim receives actual knowledge of the violation, and shall continue five years from that date.

9. **Governing law.** To the maximum extent possible, this agreement shall be governed by the Restatements of the Law of the American Law Institute. The place of making of the contract shall be the State of Florida.

10. **Severability.** If any part of this agreement is held by a court to be invalid, the remaining parts shall remain in force and shall be interpreted so as to facilitate the purposes of the agreement.