

Terms of Use

Last Modified: August 24, 2026

Acceptance of the Terms of Use

The following terms and conditions (“Terms of Use”) govern your access to and use of DanielLubetzky.com, including any content, functionality, and services offered on or through DanielLubetzky.com (the “Website”).

Please read the Terms of Use carefully before you start to use the Website. By using the Website, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at DanielLubetzky.com, incorporated herein by reference. If you do not want to agree to these Terms of Use or the Privacy Policy, please do not access or use the Website.

Changes to the Terms of Use

We may update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access and use of the Website thereafter. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. Please check this page from time to time so you are aware of any changes.

Accessing the Website and Account Security

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users.

Intellectual Property Rights

The Website and its entire contents, features, and functionality are owned by DanielLubetzky.com, its licensors, or other providers of such material, and are

protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by Us. Any use of the Website not expressly permitted by these Terms of Use is a breach hereof and may violate copyright, trademark, and other laws.

Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).

For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.

To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.

To impersonate or attempt to impersonate Us, one of our employees, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).

To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by Us, may harm Us or users of the Website, or expose them to liability.

Additionally, you agree not to:

Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.

Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.

Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.

Use any device, software, or routine that interferes with the proper working of the Website.

Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.

Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.

Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.

Otherwise attempt to interfere with the proper working of the Website.

Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes, and we do not warrant the accuracy, completeness, or usefulness thereof. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and

responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website may include content provided by third parties, including materials provided by other users or contributors. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by Us, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect Our opinions, and we are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Links from the Website

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. We have no control over the contents of those sites or resources, and are not responsible for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so at your own risk and subject to the terms and conditions of use for such websites.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA,

OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER DANIELLUBETZKY.COM NOR ANY PERSON ASSOCIATED WITH US MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER DANIELLUBETZKY.COM NOR ANYONE ASSOCIATED WITH US REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, WE HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, SHALL WE BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY MONEY DAMAGES ARISING FROM YOUR USE OF THE SITE.

Indemnification

You agree to defend, indemnify, and hold harmless DanielLubetzky.com, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including any use of the Website's content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Website.

Entire Agreement

The Terms of Use, and our Privacy Policy, constitute the sole and entire agreement between You and Us regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

Privacy Policy

Last Modified: August 24, 2026

Introduction

This Privacy Policy describes the types of information we may collect from you or that you may provide when you visit DanielLubetzky.com (the “Website”) and our practices for collecting, using, maintaining, protecting, and disclosing that information.

This Privacy Policy applies to information we collect on this Website and in forms you submit and other electronic messages between you and this Website. It does not apply to information collected by us offline or through any other means, including on a website operated by any third party (including our affiliates and subsidiaries), or by any third party through any application or content that may link to or be accessible from the Website.

Please read this Privacy Policy carefully to understand our policies and practices regarding your information and how we will handle it. If you do not agree with our policies and practices, your choice is not to use our Website. By accessing or using this Website, you agree to this Privacy Policy. This Privacy Policy may change from time to time. Your continued use of this Website after we make changes is deemed to be acceptance of those changes, so please check the Privacy Policy periodically for updates.

Information We Collect About You and How We Collect It

We collect information from and about users of our Website, including information by which you may be personally identified (such as your email address), information that is about you but individually does not identify you (such as the zip code you are visiting from), and information on your usage of the Website.

We collect this information directly from you when you provide it to us and automatically as you navigate through the site. Information collected automatically may include usage details, IP addresses, and information collected through cookies, web beacons, and tools such as Google Analytics and Squarespace Analytics.

Information You Provide to Us

The information we collect on or through our Website includes information that you provide by filling in forms on our Website or records and copies of your correspondence, if you contact us through the Website.

Information We Collect Through Automatic Data Collection Technologies

As you navigate through and interact with our Website, we may use automatic technologies to collect certain information about your equipment, browsing actions, and patterns, including.

Details of your visits to our Website, including traffic data, location data, and other communication data and the resources that you access and use on the Website.

Information about your computer and internet connection, including IP address, operating system, and browser type.

We also may use these technologies to collect information about your online activities over time and across third-party websites or other online services (behavioral tracking).

The information we collect automatically is only statistical data and does not include personal information, but we may maintain it or associate it with personal information we collect in other ways or receive from third parties. It helps us to improve our Website and to deliver a better and more personalized service, including by enabling us to:

Estimate our audience size and usage patterns.

Store information about your preferences, allowing us to customize our Website according to your individual interests.

Speed up your searches.

Recognize you when you return to our Website.

The technologies we use for this automatic data collection may include:

Cookies (or browser cookies). A cookie is a small file placed on the hard drive of your computer. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting you may be unable to access certain parts of our Website. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to our Website.

Flash Cookies. Certain features of our Website may use local stored objects (or Flash cookies) to collect and store information about your preferences and navigation to, from, and on our Website. Flash cookies are not managed by the same browser settings as are used for browser cookies.

Web Beacons. Pages of our the Website may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit Us to count users who have visited those pages, among other related website statistics.

Third Party Use of Cookies and Other Tracking Technologies. Some content or applications, including videos, on the Website are served by third parties, who may use cookies alone or in conjunction with web beacons or other tracking technologies to collect information about you when you use our Website. The information they collect may be associated with your personal information or they may collect information, including personal information, about your online activities over time and across different websites and other online services. They may use this information to provide you with interest-based (behavioral) advertising or other targeted content.

We do not control these third parties' tracking technologies or how they may be used. If you have any questions about an advertisement or other targeted content, you should contact the responsible provider directly. For information about how you can opt out of receiving targeted advertising from many providers, see Choices About How We Use and Disclose Your Information.

How We Use Your Information

We use information that we collect about you or that you provide to us, including any personal information:

To present our Website and its contents to you.

To provide you with information, products, or services that you request from us.

To fulfill any other purpose for which you provide it.

To carry out our obligations and enforce our rights arising from any contracts entered into between you and us.

To notify you about changes to our Website or any products or services we offer or provide through it.

In any other way we may describe when you provide the information.

For any other purpose with your consent.

We may also use your information to contact you about our own and third-parties' services that may be of interest to you. If you do not want us to use your information in this way, please contact us at info@daniellubetzky.com. For more information, see Choices About How We Use and Disclose Your Information.

Disclosure of Your Information

We may disclose aggregated information about our users, and information that does not identify any individual, without restriction.

We may disclose personal information that we collect or you provide as described in this privacy policy:

To our subsidiaries and affiliates.

To contractors, service providers, and other third parties we use to support our business.

To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by Us about our Website users is among the assets transferred.

To third parties to market their products or services to you.

To fulfill the purpose for which you provide it.

For any other purpose disclosed by us when you provide the information.

With your consent.

We may also disclose your personal information:

To comply with any court order, law, or legal process, including to respond to any government or regulatory request.

To enforce or apply our website Terms of Use located at DanielLubetzky.com and other agreements.

If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of DanielLubetzky.com, our customers, or others.

Choices About How We Use and Disclose Your Information

We strive to provide you with choices regarding the personal information you provide to us. Following are mechanisms by which you can exercise control over your information:

Tracking Technologies and Advertising. You can set your browser to refuse all or some browser cookies, or to alert you when cookies are being sent. To learn

how you can manage your Flash cookie settings, visit the Flash player settings page on Adobe's website. If you disable or refuse cookies, please note that some parts of this site may then be inaccessible or not function properly.

Disclosure of Your Information for Third-Party Advertising. If you do not want us to share your personal information with unaffiliated or non-agent third parties for promotional purposes, you can opt-out by sending us an email with your request to info@daniellubetzky.com.

We do not control third parties' collection or use of your information to serve interest-based advertising. However these third parties may provide you with ways to choose not to have your information collected or used in this way. You can opt out of receiving targeted ads from members of the Network Advertising Initiative on its website <https://www.networkadvertising.org/>.

How We Respond to Do Not Track Signals

California law requires Us to inform you how We respond to web browser Do Not Track ("DNT") signals. Because there currently is not an industry or legal standard for recognizing or honoring DNT signals, we do not respond to them at this time.

Access to Your Information

If you wish to verify, change, update or delete any information collected through a registration form on the Website, please access your profile on our website or contact us using the contact information below. Please note, however, that it is not always possible to completely remove or delete all of your information from our databases without some residual data because of backups and other reasons.

Opt Out

You may request that we no longer contact you with information, such as announcements or newsletters, by using a link provided in such communications or sending us an e-mail at info@daniellubetzky.com.

Intended Geographic Use: United States

The Website is primarily intended for United States residents and is subject to the laws of the United States, which may not provide the same level of protections as those in other countries. If you access the Website from outside the United States, you understand and agree that we may transfer your information, including personal information, to the United States. We may also process, share, transfer and store information about our users with third parties on servers located in countries other than the United States. Your personal information may therefore be subject to privacy laws that are different from those in your country of residence. By using the Website, or by providing us with any information, you consent to the collection, processing, maintenance and transfer of such information to the United States and any other applicable territories.

Children Under the Age of 13

Our Website is not intended for children under 13 years of age, and we do not knowingly collect personal information from children under 13. If you are under 13, please do not use or provide any information on this Website. If we learn we have collected or received personal information from a child under 13 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a child under 13, please contact us at info@daniellubetzky.com.

Data Security

We have implemented measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, and disclosure.

The safety and security of your information also depends on you. If we have given you (or where you have chosen) a password for access to certain parts of our Website, you are responsible for keeping this password confidential. We ask you not to share your password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although we do our best to protect your personal

information, we cannot guarantee the security of your personal information transmitted to our Website. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Website.

Changes to Our Privacy Policy

It is our policy to post any changes we make to our privacy policy on this page. If we make material changes to how we treat our users' personal information, we will notify you by email to the address provided by you and/or through a notice on the Website home page. The date the privacy policy was last revised is identified at the top of this page. You are responsible for ensuring we have an up-to-date active and deliverable email address for you, and for periodically visiting our Website and this privacy policy to check for any changes.