

# Practice Policies

Hoelistic Health, LLC  
1500 Chestnut St. Suite 2, Philadelphia, PA, 19102  
484-854-3866

Effective Date: June 1st, 2023

## Description of Services

Coaching is a partnership (defined as an alliance, not a legal business partnership) between the Coach and the Client in a thought-provoking and creative process that inspires the Client to maximize personal and professional potential. It is designed to facilitate the creation and development of personal, professional, or business goals and to develop and carry out a strategy/plan for achieving those goals.

The parties agree to engage in Services online, including video, phone, and email. Hoelistic Health, LLC may record meetings for review after the meeting and will keep them confidential.

## Responsibilities

The Client acknowledges, understands, and agrees to the following. The Client acknowledges they have had all questions answered fully.

- I do hereby seek and consent to take part in Services with Hoelistic Health, LLC. I agree to play an active role in this process.
- I acknowledge that coaching does not involve the diagnosis or treatment of mental disorders as defined by the American Psychiatric Association and that coaching is not to be used as a substitute for counseling, psychotherapy, psychoanalysis, mental health care, substance abuse treatment, or other professional advice by legal, medical or other qualified professionals and that it is my exclusive responsibility to seek such independent professional guidance as needed. I understand that if I am currently under the care of a mental health professional, it is recommended I promptly inform the mental health care provider of the nature and extent of the coaching relationship agreed upon by myself and Hoelistic Health, LLC.
- I am aware that I am solely responsible for creating and implementing my own physical, mental, and emotional well-being, decisions, choices, actions, and results. As such, I agree that Hoelistic Health, LLC is not and will not be liable for any actions or inaction, or for any direct or indirect result of any Service provided.
- I acknowledge coaching sessions are an intensive process that may involve different areas of my life, including work, finances, health, relationships, education, and recreation. I agree that deciding how to handle these issues and implementing choices is exclusively my responsibility.
- I understand that in order to enhance the coaching relationship, I agree to communicate honestly, be open to feedback and assistance, and create the time and energy to participate fully during this meeting.

- I understand that although Erinn Hoel is a Licensed Clinical Social Worker #CW020959, she is not using her license for the Services rendered, she is not presenting herself as a therapist to me, and she is not providing psychotherapy to me.

### **Hours Of Operation**

Hoelistic Health, LLC offers the following hours of operation: Monday - Thurs from 8am-4pm EST. All client communication will be responded to within 2 business days or sooner during regular business hours. This includes responses inside the Desire to Fire Facebook group.

### **Fees**

I agree to pay Hoelistic Health, LLC for access to the Desire to Fire online signature program. Payment is due before receiving access to the content hub and coaching.

### **Monthly Payment Plan Policy**

If you are on a monthly payment plan, you are required to complete all of your monthly payments regardless of your activity in Hoelistic Health, LLC Services. Failure to complete your monthly payments may result in denied access to the content hub and coaching.

### **Declined Payment Policy**

If you are purchasing Services through Hoelistic Health, LLC you are required to complete all of your payments. You have 5 business days from the date of the payment decline to bring your account into good standing. Failure to bring your account into good standing may result in denied access to the content hub and coaching.

### **Refund Policy**

After the purchase of our Service is complete, there are no refunds provided. All payments must be made according to the payment schedule.

### **1:1 Call Reschedule and No-Show Policy**

I understand I must give 24-hour notice to cancel or reschedule a 1:1 coaching session. We understand that emergencies occur and will be treated on a case-by-case basis. If you have a 1:1 coaching session scheduled and do not show up for your scheduled appointment, you will have one opportunity to reschedule. If you do not show up for that scheduled session you will forfeit the session and will not be able to rebook it.

The time of the meetings will be determined by Hoelistic Health, LLC and Client based on a mutually agreed upon time. Hoelistic Health, LLC will initiate the meeting at the agreed-upon time. If you are more than 10 minutes late, this will be considered a missed/canceled meeting and will be subject to the cancellation policy.

### **Ongoing access policy**

You will have access to the Desire to Fire content hub for the lifetime of the program. That means that after your program timeframe is complete, you will retain access to the content hub. After your program timeframe is complete, you will be removed from the program Facebook

group and access to coaching will cease. NOTE: Any unused 1:1 coaching calls will no longer be available for use after the program timeframe is complete.

### **Testimonial and Use of Testimonial Policy**

By submitting the testimonial form you are agreeing to allow Hoelistic Health, LLC to use your testimonial for marketing purposes on all Hoelistic Health, LLC websites and social media pages. You agree to allow Hoelistic Health, LLC to adjust the testimonial in any way they see fit without your written permission or consent.

### **Discount Policy**

Hoelistic Health, LLC does not offer discounts unless otherwise advertised during a specific promotional period. If the specific promotional period has ended, no discount will be offered.

### **Earnings Disclaimer**

Any examples of success shown through our Websites are only estimates of what might be possible now or in the future. There can be no assurance as to any particular outcome based on the use of our Websites. You agree that Hoelistic Health, LLC is not responsible for the success or failure of your personal or business decisions, the increase or decrease of your finances or income level, or any other result of any kind that you may have as a result of information presented to you through our Website. You are solely responsible for your results.

### **Termination of Membership**

Your membership with us is effective until terminated by you or us. Your rights under these Terms and Conditions will terminate without our notice if you fail to comply with any term of these Terms and Conditions. Upon termination, you will stop representing yourself as a registered Member or Client. You must delete or destroy any information or content (including all copies) obtained from our Website. Certain provisions of this Agreement, including, but not limited to, copyrights, indemnity, trademarks, limitation of liability, warranty, and jurisdictional issues will survive the termination of this Agreement.

### **Confidentiality**

This coaching relationship, as well as all information (documented or verbal) that the Client shares with the Coach as part of this relationship, is bound by the principles of confidentiality. However, please be aware that the Coach-Client relationship is not considered a legally confidential relationship (like the medical and legal professions) and thus communications are not subject to the protection of any legally recognized privilege. The Coach agrees not to disclose any information pertaining to the Client without the Client's written consent. The Coach will not disclose the Client's name as a reference without the Client's consent.

Confidential Information does not include information that: (a) was in the Coach's possession prior to its being furnished by the Client; (b) is generally known to the public or in the Client's industry; (c) is obtained by the Coach from a third party, without breach of any obligation to the Client; (d) is independently developed by the Coach without use of or reference to the Client's confidential information; or (e) the Coach is required by statute, lawfully issued subpoena, or by

court order to disclose; (f) is disclosed to the Coach and as a result of such disclosure the Coach reasonably believes there to be an imminent or likely risk of danger or harm to the Client or others; and (g) involves illegal activity. The Client also acknowledges his or her continuing obligation to raise any confidentiality questions or concerns with the Coach in a timely manner. Occasionally Hoelistic Health, LLC may need to consult with other professionals in their areas of expertise for training, supervision, mentoring, evaluation, further professional development, and/or consultation purposes. Information about you may be shared in this context without using your name.

**DISCLAIMER: THIS CONTENT DOES NOT PROVIDE MEDICAL ADVICE.**

The information, including but not limited to text, video, audio, graphics, live video or comments ('CONTENT') and any other material contained in on this site are for informational purposes only. No CONTENT published or verbally provided is intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your medical professional or qualified health care provider with any questions you may have regarding a medical condition or treatment, and before undertaking a new health care regimen. Never disregard professional medical advice or delay in seeking it because of something you read on this site.

**Limited Liability**

Except as expressly provided in this agreement, Hoelistic Health, LLC makes no guarantees or warranties, express or implied. In no event will Hoelistic Health, LLC be liable to the Client for consequential or special damages. Notwithstanding any damages that the Client may incur, Hoelistic Health, LLC's entire liability under this agreement, and the Client's exclusive remedy, will be limited to the amount paid by the Client to Hoelistic, Health, LLC under this agreement for all services rendered up until the termination date.

This is the entire agreement of the parties and reflects a complete understanding of the parties with respect to the subject matter. This agreement supersedes all prior written agreements, oral representations, discussions, or understandings.

If a dispute arises out of this agreement that cannot be resolved by mutual consent, the Client and Hoelistic Health, LLC agree to attempt to mediate in good faith for up to thirty (30) days after notice is given. If the dispute is not resolved, and in the event of legal action, the prevailing party shall be entitled to recover attorney's fees and court costs from the other party.

# Terms & Conditions

Hoelistic Health, LLC  
1500 Chestnut St. Suite 2, Philadelphia, PA, 19102  
484-854-3866

Effective Date: June 1st, 2023

This web page represents a legal document and is the Terms and Conditions (Agreement) for the website and all Services included in this. By using our online Website and Services, you agree to fully comply with and be bound by the following Agreement each time you use our Services.

## Definitions

The terms “us”, “we”, and “our” refer to Hoelistic Health, LLC, the owner of this Website and Services. A “Visitor” is someone who merely browses our Website. A “Member” is someone who has registered with our Website to use our Services. The term “User” is a collective identifier that refers to either a Visitor or a Member. The term “Product” refers to any products we sell or give away.

All text, information, graphics, design, and data offered through our Website or Services, whether produced by our Members or by us, are collectively known as our “Content”. We distinguish content posted by our Members as “Member Content”.

## Acceptance of Agreement

This Agreement is between you and Hoelistic Health, LLC.

THIS AGREEMENT CONTAINS WARRANTY DISCLAIMERS AND OTHER PROVISIONS THAT LIMIT OUR LIABILITY TO YOU. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AND IN THEIR ENTIRETY, AS USING, ACCESSING, AND/OR BROWSING OUR WEBSITE CONSTITUTES ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO BE BOUND TO EACH AND EVERY TERM AND CONDITION SET FORTH HEREIN, PLEASE EXIT OUR WEBSITE IMMEDIATELY AND DO NOT USE, ACCESS, AND/OR BROWSE IT FURTHER.

Except as otherwise noted, this Agreement constitutes the entire and only Agreement between you and Hoelistic Health, LLC and supersedes all other Agreements, representations, warranties, and understandings with respect to our Website, Services, and the subject matter contained herein. However, for you to use our Website and/or Services, you may also be required to agree to additional terms and conditions. Those additional terms and conditions will be incorporated into this Agreement unless otherwise stated.

## Privacy Notice

Our Privacy Notice is considered part of this Agreement. If you do not accept and agree to be bound by all the terms of this Agreement, including the Privacy Notice, do not use this Website or our Services.

**Arbitration**

Any legal controversy or claim arising from or relating to this Agreement and/or our Service, excluding legal action taken by us to collect or recover damages for – or obtain any injunction relating to – website operations, intellectual property, and our Service, will be settled solely by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim will be arbitrated on an individual basis, and will not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration will be conducted in Philadelphia, Pennsylvania and judgment on the arbitration award may be entered into any court having jurisdiction thereof. You or we may seek any interim or preliminary relief from a court of competent jurisdiction in Philadelphia, Pennsylvania necessary to protect our or your rights or property pending the completion of arbitration. Each party will bear half the arbitration fees and costs.

**Choice of Law and Jurisdiction**

This Agreement will be treated as if it were executed and performed in Philadelphia, Pennsylvania, and will be governed by and construed in accordance with the laws of the state of Pennsylvania without regard to conflict of law provisions. In addition, you agree to submit to the personal jurisdiction and venue of such courts. Any cause of action by you with respect to our Website or Service must be instituted within one (1) year after the cause of action arose or be forever waived and barred.

**Limited License**

Hoelistic Health, LLC grants you a nonexclusive, nontransferable, revocable license to access and use our Website and Services strictly in accordance with this Agreement. Your use of our Website and Services is solely for internal, personal, and noncommercial purposes unless otherwise provided for in this Agreement. No printout or electronic version of any part of our Website or Services may be used by you in any litigation or arbitration matter whatsoever under any circumstances.

**Legal Compliance**

You agree to comply with all applicable domestic and international laws, statutes, ordinances, and regulations regarding your use of our Website, Content, Services, and any software provided therein.

**Our Relationship to You**

This Agreement in no way creates any agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship between you and Hoelistic Health, LLC.

**Our Intellectual Property**

Our Website may contain our service marks or trademarks as well as those of our affiliates or other companies in the form of words, graphics, and logos. Your use of our Website or Services does not constitute any right or license for you to use our service marks or trademarks without the prior written permission of Hoelistic Health, LLC.

Our Content, as found within our Website and Services, is protected under United States and foreign copyrights. The copying, redistribution, use, or publication by you of any such Content is strictly prohibited. Your use of our Website and Services does not grant you any ownership rights to our Content.

### **Eligibility and Registration for Membership**

To use our Services, you must register with our Website to become a Member. Your Membership is not transferable or assignable and is void where prohibited. Our Website and Services are intended solely for Users who are at least 18 years of age or older. Any registration by, use of, or access to our Website by anyone under that age is unauthorized, unlicensed, and in violation of these Terms and Conditions. By using our Website and/or Services, you represent and warrant that you are 18 years of age or older and agree to abide by all the terms and conditions of this Agreement. Hoelistic Health, LLC has sole right and discretion to determine whether to accept a Member, and may reject a Member's registration with or without explanation.

When you complete the registration process, you will receive a password that will allow you to access our Services. You agree to maintain the confidentiality of your password and are fully responsible for all liability and damages resulting from your failure to maintain that confidentiality as well as all activities that occur through the use of your password.

You agree to immediately notify us of any unauthorized use of your password or any other breach of security. You agree that our Website cannot and will not be liable for any loss or damage arising from your failure to comply with password security as discussed herein.

### **Errors, Corrections, and Changes**

We do not represent or otherwise warrant that our Website will be error-free or free from viruses or other harmful components, or that we will correct any errors. We do not represent or otherwise warrant that the information available on or through our Website will be correct, accurate, timely, or otherwise reliable.

Hoelistic Health, LLC reserves the right at our sole discretion to change any content, software, and other items used or contained in our Website or Services at any time without notice.

### **Disclaimer**

Our Website publishes content supplied by third parties, Users, advertisers, merchants, and sponsors. Accordingly, Hoelistic Health, LLC has no editorial control over such content. Any opinions or other information or content expressed or made available by third parties, including information providers, Users, or any other user of our Website, are those of the respective author(s) and not of Hoelistic Health, LLC. Hoelistic Health, LLC does not guarantee the accuracy, completeness, merchantability, or fitness for any particular purpose nor the legality of any content provided by any of these parties.

You understand that we do not operate or control the products or services offered by third-party merchants. These merchants are responsible for all aspects of order processing, fulfillment, billing, and customer service. We are not a party to the transactions entered into

between you and merchants. You agree that the use of or purchase from such merchants is AT YOUR SOLE RISK AND WITHOUT WARRANTIES OF ANY KIND BY US. All rules, legal documents (including privacy policies), and operating procedures of merchants will apply to you while on any merchant website.

You hereby acknowledge that nothing contained in our Website will constitute financial, investment, legal, and/or other professional advice and that no professional relationship of any kind is created between you and Hoelistic Health, LLC or our Members. You hereby agree that you will not make any financial, investment, legal, and/or other decision based in whole or in part on anything contained in our Website or Services.

### **Warranty Disclaimer**

Hoelistic Health, LLC is not responsible or liable in any manner for any Content posted on our Website or in connection with our Services, whether posted or caused by Members of our Website, or by Hoelistic Health, LLC. Although we provide rules for Member conduct and postings, we do not control and are not responsible for what Members post, transmit, or share on our Website or Services, and are not responsible for any offensive, inappropriate, obscene, unlawful, or otherwise objectionable content you may encounter using our Website or Services. Hoelistic Health, LLC is not responsible for the online or offline conduct of any User of our Website or Services.

Our Website or Services may be temporarily unavailable from time to time for maintenance or other reasons. Hoelistic Health, LLC assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, unauthorized access to, or alteration of Member communications.

Hoelistic Health, LLC is not responsible for any technical malfunction or other problems of any telephone network or service, computer system, server or provider, computer or mobile phone equipment, or software, or for any failure of email on account of technical problems or traffic congestion on the Internet, or for any combination thereof – including injury or damage to Members' or any other person's computer, mobile phone, or other hardware or software – related to or resulting from the use or downloading of materials in connection with our Website or Services, including, without limitation, any software provided through our Website or Services.

Under no circumstances will Hoelistic Health, LLC be responsible for any loss or damage, including any loss or damage, personal injury, or death resulting from anyone's use of our Website or Services, or any interactions between Users of our Website or Services, whether online or offline.

Reference to any products, services, processes, or other information by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship, recommendation, or any affiliation with our Website by third parties or by any of the equipment or programming associated with or utilized by our Services.

THE INFORMATION, CONTENT, AND DOCUMENTS FROM OR THROUGH OUR WEBSITE ARE PROVIDED 'AS-IS', 'AS AVAILABLE', WITH 'ALL FAULTS', AND ALL EXPRESS OR IMPLIED



WARRANTIES ARE DISCLAIMED (INCLUDING, BUT NOT LIMITED TO, THE DISCLAIMER OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE). OUR WEBSITE AND SERVICES MAY CONTAIN BUGS, ERRORS, PROBLEMS, OR OTHER LIMITATIONS.

HOELISTIC HEALTH, LLC, INCLUDING ALL OUR AFFILIATES, HAS NO LIABILITY WHATSOEVER FOR YOUR USE OF OUR WEBSITE OR SERVICES. HOELISTIC HEALTH, LLC CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM THE USE OF OUR WEBSITE OR SERVICES, INCLUDING, BUT NOT LIMITED TO, RELATED SOFTWARE. HOELISTIC HEALTH, LLC DOES NOT REPRESENT OR WARRANT THAT OUR CONTENT, SERVICES, OR ANY SOFTWARE FOUND WITHIN ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THEREFORE, YOU SHOULD EXERCISE CAUTION IN THE USE AND DOWNLOADING OF ANY SUCH CONTENT OR SOFTWARE AND USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND REMOVE VIRUSES. ALL RESPONSIBILITY OR LIABILITY FOR ANY DAMAGES CAUSED BY VIRUSES SOMEHOW ATTRIBUTED TO OUR CONTENT, SERVICES, AND RELATED SOFTWARE IS DISCLAIMED.

WITHOUT LIMITING THE FOREGOING, YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD OR OTHERWISE OBTAIN CONTENT AND RELATED SOFTWARE FROM OR THROUGH OUR WEBSITE OR SERVICES AT YOUR OWN RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR YOUR USE THEREOF AND ANY DAMAGES TO YOUR MOBILE DEVICE OR COMPUTER SYSTEM, LOSS OF DATA, OR OTHER HARM OF ANY KIND THAT MAY RESULT. WE AND ALL OUR AFFILIATES ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE NEGATION AND LIMITATION OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU AND HOELISTIC HEALTH, LLC.

OUR WEBSITE AND SERVICES WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH OUR WEBSITE OR SERVICES WILL CREATE ANY WARRANTY, REPRESENTATION, OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT.

#### **Limitation of Liability**

IN NO EVENT WILL HOELISTIC HEALTH, LLC OR ITS DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF OUR WEBSITE, CONTENT, SERVICES, OR ANY RELATED SOFTWARE ACCESSED THROUGH OR DOWNLOADED FROM OUR WEBSITE OR SERVICES, EVEN IF HOELISTIC HEALTH, LLC IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, HOELISTIC HEALTH, LLC'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU

TO US FOR WEBSITE AND/OR SERVICES ACCESSED DURING THE PREVIOUS MONTH OF YOUR MEMBERSHIP PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

### **Member Conduct**

Members may post their content to our Website through our Services (Member Content). Members and Visitors understand that by using our Website or Service, they may be exposed to content that is sexual, offensive, indecent, or objectionable. We have no control over Member Content and do not in any way guarantee its quality, accuracy, or integrity. Hoelistic Health, LLC is not responsible for the monitoring or filtering of any Member Content. Should any Member Content be found illegal, Hoelistic Health, LLC will submit all necessary information to relevant authorities.

If any Member Content is reported to Hoelistic Health, LLC as being offensive or inappropriate, we may ask the Member to retract or otherwise modify the questionable content within 24 hours of being notified by Hoelistic Health, LLC. If the Member fails to meet such a request, Hoelistic Health, LLC has full authority to restrict the Member's ability to post Member Content OR to immediately terminate the Member's membership without further notice to the Member.

Without limiting the foregoing, we have sole discretion to remove any Member Content that violates this Agreement or that is otherwise objectionable in our sole discretion. Members are responsible for complying with all applicable federal and state laws for their content, including copyright and trademark laws. Members will respect copyright and trademark laws.

You warrant that you will not use our Services to infringe on the intellectual property rights of others in any way. In accordance with The Digital Millennium Copyright Act (DMCA) and other applicable law, we have adopted a policy of terminating Members whom we deem, in our sole discretion, to be infringers of others' intellectual property rights.

### ***As a Member, you agree not to use our Services to do any of the following:***

#### **Upload, post, or otherwise transmit any Member Content that:**

1. Violates any local, state, federal, or international laws
2. Infringes on any patent, trademark, trade secret, copyright, or other proprietary rights of any party
3. Harms, threatens, defames, promotes violence or illegal activities, or is otherwise abusive, harassing, tortuous, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable
4. Links directly or indirectly to any materials to which you do not have a right to link
5. Contains any private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers, and credit card numbers
6. Contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment, or to extract information from our Website or Services

7. Contains any unsolicited or unauthorized advertising, solicitations, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation
8. In the sole judgment of Hoelistic Health, LLC is objectionable or restricts or inhibits any other person from using or enjoying our Website or Services, or which may expose Hoelistic Health, LLC, our affiliates, or our Users to any harm or liability of any type

Use our Content to:

1. Develop a competing website
2. Create compilations or derivative works as defined under United States copyright laws
3. Redistribute it in any manner, including, but not limited to, sale, license, lease, rental, subscription, or any other distribution mechanism
4. Decompile, disassemble, or reverse engineer our Website, Services, and any related software
5. Use our Website or Services in any manner that violates this Agreement or any local, state, federal, or international laws

**Use of Information**

You grant Hoelistic Health, LLC a license to use the information and materials you post to our Website or Service. By posting, displaying, transmitting, performing, or otherwise distributing information or other content ("Member Content") to our Website, you are granting Hoelistic Health, LLC, its officers, directors, employees, agents, consultants, representatives, and affiliates, a license to use the Member Content in connection with the operation of the business of Hoelistic Health, LLC, its directors, employees, officers, affiliates, representatives, consultants, and agents, including, without limitation, a right to distribute, copy, transmit, publicly display, reproduce, translate, edit, and reformat Member Content. You understand and agree that you will not be compensated for any Member Content. By posting Member Content on our Website or Service, you warrant and represent that you own the rights to the Member Content or are authorized to post, display, distribute, perform, or transmit Member Content.

**Unlawful Activity**

We reserve the right to investigate complaints or reported violations of this Agreement and to take any action we deem appropriate, including, but not limited to, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, posted materials, IP addresses, and traffic information.

**Linking to Our Website**

You may provide links to our Website provided that (a) you do not remove or obscure any portion of our Website by framing or otherwise, (b) your website does not engage in illegal or pornographic activities, and (c) you cease providing links to our Website immediately upon our request.

### **Links to Other Websites**

Our Website may from time to time contain links to third-party websites. Inclusion of links for any website on our Website does not mean that we endorse, guarantee, warrant, or recommend the services, information, content, and/or data of such third-party websites. Hoelistic Health, LLC has no control over the legal documents and privacy practices of third-party websites; you access any third-party websites at your own risk. We recommend that you review the privacy notice and terms and conditions of those websites to fully understand what information is collected and how it is used.

### **Payments**

You represent and warrant that if you are purchasing something from us, (i) any payment information you supply is true and complete, (ii) charges incurred by you will be honored by your bank or credit card company, (iii) you will pay the charges incurred by you at the posted prices, including any applicable taxes, and (iv) if your initial payment method is dishonored, you will still pay the incurred charges, including any surcharge we may incur due to the dishonored payment.

### **Refund and Return Policy**

After the purchase of our Service is complete, there are no refunds provided. All payments must be made according to the payment schedule.

### **Termination of Membership**

Your membership with us is effective until terminated by you or us. Your rights under these Terms and Conditions will terminate without our notice if you fail to comply with any term of these Terms and Conditions. Upon termination, you will stop representing yourself as a registered Member or Client. You must delete or destroy any information or content (including all copies) obtained from our Website. Certain provisions of this Agreement, including, but not limited to, copyrights, indemnity, trademarks, limitation of liability, warranty, and jurisdictional issues will survive the termination of this Agreement.

### **Indemnification**

You agree to indemnify, defend, and hold us and our partners, agents, officers, directors, employees, subcontractors, successors, assigns, third-party suppliers of information and documents, attorneys, advertisers, product and service providers, and affiliates free from any liability, loss, claim, and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of our Website or Services.

### **Severability and Survival**

Should any part of this Agreement be held invalid or unenforceable, that portion will be construed consistent with applicable law and the remaining portions will remain in full force and effect. To the extent that any Content is in conflict or inconsistent with this Agreement, this Agreement will take precedence. Our failure to enforce any provision of this Agreement will not be deemed a waiver of such a provision, nor of the right to enforce such a provision. Our rights under this Agreement will survive any termination of this Agreement.

### **Changes to Our Terms and Conditions**

We reserve the right to change these Terms and Conditions at any time by giving you advance notice of the changes by email or in writing. We will also post these changes on our website. These changes will become effective 30 days after receipt of the notice. To avoid doubt, no unilateral amendment will retroactively change agreed dispute-resolution provisions of these Terms and Conditions, if any, including, for example, arbitration provisions for then-pending disputes unless the parties expressly agree otherwise. Your continued use of our Website, Services, and Products after any change to these Terms and Conditions and our notifying you will constitute your acceptance of such change. If you do not agree with the changes to these Terms and Conditions, you can choose to discontinue the use of our Website, Services, and Products.

Copyright © James Chiodo - This document or any portion of it may not be copied or duplicated without a license from <http://www.DisclaimerTemplate.com>

# Privacy Notice

Effective Date: June 1st, 2023

## Data Controller Contact Information:

Hoelistic Health, LLC  
1500 Chestnut St. Suite 2, Philadelphia, PA, 19102  
484-854-3866

Our privacy notice governs the privacy practices of the website. Our privacy notice tells you what personal data and nonpersonal data we collect from you, how we collect them, how we protect them, how we share them, how you can access and change them, and how you can limit our sharing of them. Our privacy notice also explains certain legal rights that you have concerning your personal data. Any capitalized terms not defined herein will have the same meaning as where they are defined elsewhere on our website.

## **Definitions**

'NONPERSONAL DATA' (NPD) is information that is in no way personally identifiable.

'PERSONAL DATA' (PD) means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified directly or indirectly by reference to an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person. PD is in many ways the same as Personally Identifiable Information (PII). However, PD is broader in scope and covers more data. (GDPR) means General Data Protection Regulation. (CCPA) means California Consumer Privacy Act. (LGPD) means Brazilian General Data Protection Law.

## Topics Covered in Our Privacy Notice

YOUR RIGHTS  
INFORMATION WE COLLECT AND HOW WE COLLECT IT  
HOW YOUR INFORMATION IS USED AND SHARED  
RETAINING AND DESTROYING YOUR PD  
UPDATING YOUR PD  
PROTECTING THE PRIVACY RIGHTS OF THIRD PARTIES  
DO NOT TRACK SETTINGS  
LINKS TO OTHER WEBSITES  
PROTECTING CHILDREN'S PRIVACY  
OUR EMAIL POLICY  
OUR SECURITY POLICY  
USE OF YOUR CREDIT CARD  
TRANSFERRING PD FROM OTHER COUNTRIES

## CHANGES TO OUR PRIVACY NOTICE

### YOUR RIGHTS

*Contact us using the information at the top of this privacy notice to exercise any of your legal rights contained within this privacy notice.*

**Our policy is that we do not sell our users and customers PD except in the sale or merger of our business. See the section about “Disclosures to Successors” in this privacy notice. The provision below is only here because it is required by law that we include it.**

You have the right to request that we do not sell any of your personal information.

*Personal information for this section means* but is not limited to a natural person’s first name or first initial and last name in combination with any one or more of the following data elements when they are not encrypted: social security number, driver’s license number, driver authorization card number, or identification card number. Account number, credit card, or debit card number, in combination with any required security code, access code, or password that would permit access to the person’s financial account. If you wish to make this request, you can email us at [erinnhoel.lcsw@gmail.com](mailto:erinnhoel.lcsw@gmail.com) telling us that you do not want to have any of your personal information sold. Include enough personal information so that we can reasonably verify your identity. We will respond to your request within 30 days after receiving it.

### **Your Privacy Rights Under the GDPR**

When using our website and services, and submitting PD to us, you may have certain rights under the GDPR if you reside or are in any of the countries of the European Union. Depending on the legal basis for processing your PD you may have some or all of the following rights:

1. The Right to Be Informed - You have the right to be informed about the PD that we collect from you and how we process them.
2. The Right of Access - You have the right to get confirmation that your PD are being processed and you have the ability to access your PD.
3. The Right to Rectification - You have the right to have your PD corrected if they are inaccurate or incomplete.
4. The Right to Erasure (right to be forgotten) - You have the right to request the removal or deletion of your PD if there is no compelling reason for us to continue processing them.
5. The Right to Restrict Processing - You have the right to ‘block’ or restrict the processing of your PD. When your PD are restricted, we are permitted to store your data, but not to process them further.
6. The Right to Data Portability - You have the right to request your PD that you provided to us and use them for your own purposes. We will provide your data to you within 30 days of your request.
7. The Right to Object - You have the right to object to us processing your PD for the following reasons:
  - a. processing was based on legitimate interests or the performance of a task in the public interest/exercise of official authority (including profiling);
  - b. direct marketing (including profiling);

- c. processing for purposes of scientific/historical research and statistics;
8. Automated Individual Decision-Making and Profiling - You have the right not to be subject to a decision based solely on automated processing, including profiling, which produces legal effects regarding you or similarly significantly affects you.
9. Filing a Complaint with Authorities - You have the right to file a complaint with supervisory authorities if your information has not been processed in compliance with the General Data Protection Regulation. If the supervisory authorities fail to address your complaint properly, you may have the right to a judicial remedy.

### **Your Privacy Rights Under the CCPA**

Californian consumers have certain rights under the CCPA. For us to comply with some of these rights, we must be able to reasonably verify a consumer's identity. These rights include:

1. The right of Californians to know what personal information is being collected about them.
2. The right of Californians to know whether their personal information is sold or disclosed and to whom.
3. The right of Californians to say no to the sale of their personal information.
4. The right of Californians to access their personal information.
5. The right to data portability. Californians have the right to request their personal information that they provided to us and use them for their own purposes. We will provide Californians their personal information within 30 days of their request.
6. The right of Californians to the deletion of their personal information.
7. The right of Californians to equal service, price, and not being discriminated against even if they exercise their privacy rights.
8. One or more designated means for Californian consumers to submit requests under the CACPA including (at minimum) a toll-free telephone number, and if the business maintains an Internet website, a website address.
9. The right of Californians to designate an authorized agent to request on their behalf. When designating an authorized agent, you must provide a valid power of attorney, the requester's valid government-issued identification, and the authorized agent's valid government-issued identification.

Personal information includes:

- categories of personal information that a business collected about the consumer;
- categories of sources from which the personal information was collected;
- specific pieces of personal information that the business has collected about consumers;
- categories of third parties with whom the business shares personal information;
- the business or commercial purpose of collecting or selling personal information
- categories of personal information sold;
- categories of third parties to whom the personal information was sold, by category or categories of personal information sold for each third-party to whom the personal information was sold;
- categories of personal information disclosed for a business purpose;



- categories of personal information that the business sold about the consumer in the preceding 12 months, or a statement that it has not sold any personal information;
- categories of personal information about the consumer that the business disclosed for a business purpose in the preceding 12 months, or a statement that it has not disclosed any personal information for business purposes.

### **Your Privacy Rights Under the Brazilian General Data Protection Law**

Under the LGPD, any natural person (data subject) in Brazil has certain rights. The data subject has the right to obtain from the controller, in relation to his data processed by the controller, at any time and upon request, the following rights:

1. confirmation of the existence of processing;
2. access to the data;
3. correction of incomplete, inaccurate, or outdated data;
4. anonymization, blocking or deletion of unnecessary, excessive or processed data in violation of the provisions of this Law;
5. portability of data to another service or product provider, upon express request, in accordance with the regulations of the national authority, subject to commercial and industrial secrets;
6. deletion of personal data processed with the consent of the data subject, except in the cases provided for in art. 16 of this Law;
7. information on public and private entities with which the controller made shared use of data;
8. information about the possibility of not giving consent and about the consequences of the refusal;
9. revocation of consent, according to § 5 of art. 8 of this Law.

### **INFORMATION WE COLLECT AND HOW WE COLLECT IT**

Generally, you control the amount and type of information that you provide to us when using our website and services.

#### **Our Legal Basis for Collecting and Processing PD**

Our legal basis for collecting and processing your PD when you buy our products or services is based on the necessity for the performance of a contract or to take steps to enter into a contract. Our legal basis for collecting and processing your PD when you sign up for our newsletter, download free information, access free audios, videos, and webinars through our website is based on consent.

#### **Google API**

By using our website, you are subject to the [Google Privacy Policy](#) and [Terms of Service](#). When collecting and processing user data, including PD from Google APIs, we will follow [Google API Services User Data Policy](#). We also require that our employees, contractors, agents, and successors comply with the Google API Services User Data Policy.

### **Automatic Information**

We automatically receive information from your web browser or mobile device. This information may include the IP address of your computer/the proxy server you use to access the Internet, your Internet service provider's name, your web browser type, the type of mobile device, your computer operating system, and data about your browsing activity when using our website. We use all this information to analyze trends among our users to help improve our website.

### **When Entering and Using Our Website**

When you enter and use our website and agree to accept cookies, some of these cookies may contain your PD.

### **Our Use of Cookies**

Our website uses cookies. A cookie is a small piece of data or a text file that is downloaded to your computer or mobile device when you access certain websites. Cookies may contain text that can be read by the web server that delivered the cookie to you. The text contained in the cookie generally consists of a sequence of letters and numbers that uniquely identifies your computer or mobile device; it may contain other information as well.

By agreeing to accept our use of cookies you are giving us and the third parties with which we partner permission to place, store, and access some or all the cookies described below on your computer and or mobile device.

- **Strictly Necessary Cookies** - These cookies are necessary for the proper functioning of the website, such as displaying content, logging in, validating your session, responding to your request for services, and other functions.
- **Performance Cookies** - These cookies collect information about the use of the website, such as pages visited, traffic sources, users' interests, content management, and other website measurements.
- **Functional Cookies** - These cookies enable the website to remember users' choices, such as their language, usernames, and other choices while using the website. They can also be used to deliver services, such as letting a user create a blog post, listen to audios, or watch videos on the website.
- **Media Cookies** - These cookies can be used to improve a website's performance and provide special features and content. They can be placed by us or third parties who provide services to us.
- **Advertising or Targeting Cookies** - These cookies are usually placed and used by advertising companies to develop a profile of your browsing interests and serve advertisements on other websites that are related to your interests. You will see less advertising if you disable these cookies.
- **Session Cookies** - These cookies allow websites to link the actions of a user during a browser session. They may be used for a variety of purposes, such as remembering what a user has put in their shopping cart as they browse a website. Session cookies also

permit users to be recognized as they navigate a website so that any item or page changes they make are remembered from page to page. Session cookies expire after a browser session; they are not stored long term.

- Persistent Cookies - These cookies are stored on a user's device between browser sessions, which allows the user's preferences or actions across a website or across different websites to be remembered. Persistent cookies may be used for several purposes, including remembering users' choices and preferences when using a website or target advertising to them.
- We may also use cookies for:
  - identifying the areas of our website that you have visited;
  - personalizing the content that you see on our website;
  - our website analytics;
  - remarketing our products or services to you;
  - remembering your preferences, settings, and login details;
  - targeted advertising and serving ads relevant to your interests;
  - affiliate marketing;
  - allowing you to post comments;
  - allowing you to share content with social networks.

Most web browsers can be set to disable the use of cookies. However, if you disable cookies, you may not be able to access features on our website correctly or at all.

### **Web Beacons**

We may also use a technology called web beacons to collect general information about your use of our website and your use of special promotions or newsletters. The information we collect by web beacons allows us to statistically monitor the number of people who open our emails. Web beacons also help us to understand the behavior of our customers and users.

### **At User Registration**

When you register as a user, we collect your name and email address.

### **When Buying Products or Services**

If you buy products or services from us, we collect your first and last name, email address, physical address, credit card or other payment information, phone number, and other information listed.

### **Collecting Information About Your Physical Location**

When you use our services, we may collect and process information about your actual physical location. We use several technologies such as GPS and IP tracking to determine your location. These technologies may also give us information about nearby cell towers, Wi-Fi access points, and other devices.

### **Cross-Device Tracking**

We use a service that tracks your behavior from device to device. This technology can track your responses from your desktop computer to your laptop, smartphone, and tablet, in any order when using these devices. We use the information we get from this technology to analyze traffic behavior, and improve our marketing and advertising.

### **Website Chat Software or Contact Forms**

Our website contains chat software or contact forms that enable visitors to communicate with us live online or offline by email. In some cases, visitors can communicate with us without buying our products and services. When you use our chat software or contact forms, we may collect some or all the following information: your email address, first name, last name, location, and any other information you willingly choose to give us. You should limit the information you give to us to one that is necessary to answer your questions.

### **Google Ad and Content Network**

Third-party vendors, including Google, use cookies, pixels, and other technologies to serve ads based on a user's past visits to our website. These technologies are also used to track your activities on our website and other websites, including the web pages that you visited, the ads or content that you clicked on, any items you may have purchased, and the search terms you used to deliver tailored advertising to you. Users may opt-out of the use of Google's cookies for interest-based advertising by visiting <http://www.aboutads.info/choices/> For European users visit <http://www.youronlinechoices.eu>

### **Google Analytics**

Our website uses Google Analytics to collect information about the use of our website. Google Analytics collects information from users such as age, gender, interests, demographics, how often they visit our website, what pages they visit, and what other websites they have used before coming to our website. We use the information we get from Google Analytics to analyze traffic, improve our marketing, advertising, and website. We do not combine the information collected using Google Analytics with PD. You can prevent Google Analytics from using your information by opting out at this link: <https://tools.google.com/dlpage/gaoptout>

### **Analytics**

Our website uses analytics and crash reporting services from several companies to collect information about the use of our website. Analytics collects information such as how often users visit our website, what pages they visit, when they do so, what other websites they used before coming to our website, and their IP addresses. We use the information we get from analytics to improve our services.

### **Google Remarketing**

Our website uses a remarketing advertising service. Our remarketing service is provided by Google and other companies that show our ads on websites across the Internet. With remarketing you may see ads for our products you have previously looked at. As an example, suppose you visit a website that sells computers, but you do not buy a computer on your first

visit. The website's owner might like to encourage you to revisit their website and buy a computer by showing you their ads again on other websites that you visit. We use remarketing for similar purposes. For this to happen Google will read a cookie that is already in your browser or place a cookie in your browser when you visit our website or other websites using remarketing. You can opt-out of Google's use of cookies and remarketing at this link <https://support.google.com/ads/answer/2662922?hl=en> or you can opt-out using the Network Advertising Initiative opt-out page at <http://optout.networkadvertising.org/#/>

### **Facebook Remarketing**

Third parties, including Facebook, may use first-party cookies, third-party cookies, web beacons, and other storage technologies to collect or receive information from our services and elsewhere on the Internet, and use that information to provide measurement services and target ads. With Facebook remarketing, you may see our ads on Facebook after you have used our services. For this to happen Facebook uses unique cookies that are activated and placed in a visitor's browser when they land on a webpage. To opt-out of Facebook's collection and use of information for ad targeting visit <https://www.facebook.com/help/568137493302217>

### **Amazon Remarketing**

Our website and applications use Amazon's remarketing service and conversion pixels to show interest-based ads on websites and devices across the Internet. To opt-out of or change your preferences for this type of advertising visit <https://www.amazon.com/adprefs>

### **Remarketing**

Our website and applications use remarketing advertising services. These remarketing services are provided by companies that show our ads on websites and devices across the Internet. With remarketing you may see ads for our products you have previously looked at. As an example, suppose you visit a website that sells computers, but you do not buy a computer on your first visit to that website. The website's owner might like to encourage you to revisit their site and buy a computer by showing you their ads on other websites that you visit. We use remarketing for similar purposes. For this to happen remarketing companies will read a cookie in your browser. This can only happen if your browser is set to let it happen. You can opt-out of these types of advertising cookies by visiting <http://www.networkadvertising.org/choices>.

### **What Happens If You Don't Give Us Your PD**

If you do not provide us with enough PD, we may not be able to provide you with all our products and services. However, you can access and use some parts of our website without giving us your PD.

### **HOW YOUR INFORMATION IS USED AND SHARED**

We use the information we receive from you to:

- provide our products and services you have requested or purchased from us;
- personalize and customize our content;
- make improvements to our website;

- contact you with updates to our website, products, and services;
- resolve problems and disputes;
- contact you with marketing and advertising that we believe may be of interest to you.

### **Communications and Emails**

When we communicate with you about our website or services, we will use the email address you provided when you registered as a user or customer. We may also send you emails with promotional information about our website or offers from us or our affiliates unless you have opted out of receiving such information. You can change your contact preferences at any time through your account or by contacting us using the contact information at the top of this privacy notice.

### **Sharing Information with Third Parties**

We do not sell or rent your PD to third parties for marketing purposes. However, for data aggregation purposes we may use your NPD, which might be sold to other parties at our discretion. Any such data aggregation would not contain any of your PD. At times we give your PD to third-party service providers whom we hire to provide services to us. These third-party service providers may include but are not limited to payment processors, web analytics companies, advertising networks, call centers, data management services, help desk providers, accountants, law firms, auditors, shopping cart and email service providers, and shipping companies.

### **Sharing Information With Business Partners**

We may share your PD with our business partners. The business partners include general business partners, affiliates, and joint venture partners. We share this information with them so that they can send you information about our products and services as well as their own products and services. When you choose to take part in our services, you are authorizing us to provide your email address and other PD to our business partners. Please understand that when we share your PD with our business partners, your PD becomes subject to our business partners' as well as our privacy notice.

### **Sharing Your PD With Other Users**

Some of your PD, including your location, first and last name, business type, social media profiles, current place of work, job position, business name, business address, profile picture, email address, friend connections, spoken languages, business phone number, mobile number, business URL, username, and any image or video content that you have uploaded to our website may be displayed to other users to help user interaction within our services or address your request for our services.

Your privacy settings in your account may let you limit which users can see your PD in your user profile and what information in your profile is visible to others. You understand that any content you upload to your public user profile, including PD, or content that you disclose online in a way that other users can see, including discussion boards, messaging, or other communication mechanisms becomes publicly accessible and can be used by anyone. If you post on these

discussion boards or other communication devices, you should use care when exposing any PD, as such information is not protected by our privacy notice nor are we liable if you disclose your PD through such postings.

### **Sharing Your PD for Lookalike or Similar Audience Marketing**

We may share your PD with third parties for similar audience marketing purposes. Similar audience marketing is also called lookalike audience marketing. The third parties we share your PD with for this type of marketing include Facebook and/or Google. Using your PD for similar audience marketing or lookalike audience marketing helps us find new audiences (users and customers) based on similar interests to yours. This helps us improve our marketing services. Your PD is only shared with Facebook and Google for this type of marketing. By using our website and agreeing to our privacy notice you are giving consent for your PD to be used for the marketing purposes described within this section.

### **Sharing Your Information When You Login Using Social Media Websites**

We may share your PD with third parties such as Facebook.com, Twitter.com, YouTube.com, Instagram.com, Google.com, and others. If you sign in to our services through a third-party social networking service or website, your “friends” list from that service or website might be automatically imported to our services. We do not have any control over the privacy notices and business practices of other third-party services or websites.

If you log in to our website using social media websites, you are agreeing to let us use and store your profile information from those websites to make better use of any social media features on our website. This sharing of information helps us provide you with a better experience when using our website and provides us with information such as visitor traffic. If you use any of the social sharing icons on our website to share our information, you may also be sharing your personal information through social media websites.

### **Text Messaging, SMS, Push Notifications, Telephone Calls, and Email**

If you provide an email address, mobile telephone number, or landline telephone number to us, you are giving your express consent and authorize us or a third party to contact you by using any of these communication methods. You are not required to give us your consent to contact you through these communication methods. However, withholding your consent may interfere or prevent us from providing some or all of our services to you. You can stop receiving emails, text messages, push notifications, and telephone calls at any time by contacting us or using one of our opt-out methods.

### **Legally Required Releases of Information**

We may be legally required to disclose your PD if such disclosure is (a) required by subpoena, law, or other legal processes; (b) necessary to assist law enforcement officials or government enforcement agencies; (c) necessary to investigate violations of or otherwise enforce our terms and conditions; (d) necessary to protect us from legal action or claims from third parties, including you and or other users; or (e) necessary to protect the legal rights, personal and or

real property, or the personal safety of our company, users, employees, and affiliates.

### **Disclosures to Successors**

If our business is sold or merges in whole or in part with another business that would become responsible for providing the website to you, we retain the right to transfer your PD to the new business. The new business would retain the right to use your PD according to the terms of this privacy notice as well as to any changes to this privacy notice as instituted by the new business. We also retain the right to transfer your PD if our company files for bankruptcy and some or all of our assets are sold to another individual or business.

### **Community Discussion Boards, Blogs, or Other Mechanisms**

Our website may offer the ability for users to communicate through online community discussion boards, blogs, or other mechanisms. If you choose to post on these discussion mechanisms, you should use care when exposing any PD, as such information is not protected by our privacy notice nor are we liable if you disclose your PD through such postings. Also, PD which you post on our website for publication may be available worldwide on the Internet. We cannot prevent the use or misuse of such information by others.

### **RETAINING AND DESTROYING YOUR PD**

We retain information that we collect from you (including your PD) only for as long as we need it for legal, business, or tax purposes. Your information may be retained in electronic, paper, or a combination of both forms. When your information is no longer needed, we will destroy, delete, or erase it.

### **UPDATING YOUR PD**

You can update your PD using services found on our website. If no such services exist, you can contact us using the contact information found at the top of this privacy notice and we will help you. However, we may keep your PD as needed to enforce our agreements and to comply with any legal obligations.

### **PROTECTING THE PRIVACY RIGHTS OF THIRD PARTIES**

If any postings you make on our website contain information about third parties, you agree to make sure that you have permission to include that information. While we are not legally liable for the actions of our users, we will remove any postings about which we are notified, if such postings violate the privacy rights of others.

### **DO NOT TRACK SETTINGS**

Some web browsers have settings that enable you to request that our website not track your movement within our website. Our website does not obey such settings when transmitted to and detected by our website. You can turn off tracking features and other security settings in your browser by referring to your browser's user manual.

### **LINKS TO OTHER WEBSITES**



Our website may contain links to other websites. These websites are not under our control and are not subject to our privacy notice. These websites will likely have their own privacy notices. We have no responsibility for these websites and we provide links to these websites solely for your convenience. You acknowledge that your use of and access to these websites are solely at your risk. It is your responsibility to check the privacy notices of these websites to see how they treat your PD.

### PROTECTING CHILDREN'S PRIVACY

Even though our website is not designed for use by anyone under the age of 18, we realize that a child under the age of 18 may attempt to access our website. We do not knowingly collect PD from children under the age of 18. If you are a parent or guardian and believe that your child is using our website, please contact us. Before we remove any information we may ask for proof of identification to prevent malicious removal of account information. If we discover that a child is accessing our website, we will delete his/her information within a reasonable period of time. You acknowledge that we do not verify the age of our users nor have any liability to do so.

### OUR EMAIL POLICY

You can always opt out of receiving email correspondence from us or our affiliates. We will not sell, rent, or trade your email address to any unaffiliated third party without your permission except in the sale or transfer of our company, or if our company files for bankruptcy.

### OUR SECURITY POLICY

We have built our website using industry-standard security measures and authentication tools to protect the security of your PD. We and the third parties who provide services to us also maintain technical and physical safeguards to protect your PD. Unfortunately, we cannot guarantee the prevention of loss or misuse of your PD or secure data transmission over the Internet because of its nature. We strongly urge you to protect any password you may have for our website and not share it with anyone.

### USE OF YOUR CREDIT CARD

You may have to provide a credit card to buy products and services from our website. We use third-party billing services and have no control over them. We use commercially reasonable efforts to ensure that your credit card number is kept strictly confidential by using only third-party billing services that use industry-standard encryption technology to protect your credit card number from unauthorized use. However, you understand and agree that we are in no way responsible for any misuse of your credit card number.

### TRANSFERRING PD FROM OTHER COUNTRIES

PD that we collect from you may be stored, processed, and transferred among any countries in which we operate. The European Union has not found the United States and some other countries to have an acceptable level of protection of PD under Article 45 of the GDPR. Our company relies on derogations for specific situations as defined in Article 49 of the GDPR. If you are a European Union user, or a user from another country, with your consent your PD may be

transferred to the United States or other countries when you request information from us. When you buy goods or services, we will use your PD for the performance of a contract with you; or to fulfill a compelling legitimate interest for us in a manner that does not outweigh your rights and freedoms. Wherever we transfer, process, or store your PD, we will attempt to apply reasonable safeguards to protect it. We will use the information we collect from you by following the practices described in our privacy notice. Also, we enter into data processing agreements and standard contractual clauses when appropriate. By using our website, services, or products, you agree to the transfers of your PD described within this section.

### **CHANGES TO OUR PRIVACY NOTICE**

We reserve the right to change this privacy notice at any time. If our company decides to change this privacy notice, we will post those changes on our website so that our users and customers are always aware of what information we collect, use, and disclose. If at any time we decide to disclose or use your PD in a method different from that specified at the time it was collected, we will provide advance notice by email sent to the email address on file in your account. Otherwise, we will use and disclose our users' and customers' PD in agreement with the privacy notice in effect when the information was collected. In all cases, your continued use of our website, services, and products after any change to this privacy notice will constitute your acceptance of such change. If you have questions about our privacy notice, please contact us through the information at the top of this privacy notice.

Copyright © CompuData LLC, DisclaimerTemplate.com - This document or any portion of it may not be copied or duplicated without a license from <https://www.disclaimertemplate.com/>