

# **Privacy Policy**

## **Introduction**

Ainsley Dungan Inc. respects your privacy and is committed to protecting it through our compliance with this policy. This policy describes the types of information we may collect from you or that you may provide when you visit the Program or Facebook group and our practices for collecting, using, maintaining, protecting, and disclosing that information.

This policy applies to information we collect:

- On the program site.
- In email, text, and other electronic messages between you and this Website.
- Through mobile and desktop applications you download from this Website, which provide dedicated non-browser-based interaction between you and this Website
- Informational downloads

It does not apply to information collected by:

- Us offline or through any other means, including on any other website operated by Company or any third party[ (including our affiliates and subsidiaries)]; or
- Any third party [(including our affiliates and subsidiaries)], including through any application or content (including advertising) that may link to or be accessible from or through the Website.

Please read this policy carefully to understand our policies and practices regarding your information and how we will treat 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. We reserve the right to modify this privacy policy at any time. Your continued use of this program after we make changes is deemed to be acceptance of those changes, so please check the policy periodically for updates.

## **Children Under the Age of [13/16]**

Our Website is not intended for children under 16 years of age. No one under age 16 may provide any personal information to or on the Website. We do not knowingly collect personal information from children under 16. If you are under 16, do not use or provide any information on this Website or through any of its features, use any of the interactive or public comment features of this Website, or provide any information about yourself to us, including your name, address, telephone number, email address, or any screen name or user name you may use. If we learn we have collected or received personal information from a child under 16 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a child under 16, please contact us at [ainsley@ainsleydunganinc.com](mailto:ainsley@ainsleydunganinc.com)

## **Information We Collect About You and How We Collect It**

We collect several types of information from and about users of our Website, including information:

- By which you may be personally identified, such as name, postal address, email address, telephone number, or payment details, comments, feedback, product reviews, recommendations and personal profile
- About your internet connection, the equipment you use to access our Website, and usage details.

We collect this information:

- Directly from you when you provide it to us.
- Automatically as you navigate through the site. Information collected automatically may include usage details, IP addresses, and information collected through cookies[, web beacons,] [and other tracking technologies].

## ***Information You Provide to Us***

The information we collect on or through our Website may include:

Information that you provide by filling in forms on our Website. This includes information provided at the time of [registering to use our Website,] [subscribing to our service,] [posting material,] [or requesting further services]. We may also ask you for information [when you enter a contest or promotion sponsored by us, and] when you report a problem with our Website.

- Records and copies of your correspondence (including email addresses), if you contact us.
- Your responses to surveys that we might ask you to complete for research purposes.
- [Details of transactions you carry out through our Website and of the fulfillment of your orders. You may be required to provide financial information before placing an order through our Website.

You also may provide information to be published or displayed (hereinafter, "**posted**") on public areas of the Website, or transmitted to other users of the Website or third parties (collectively, "**User Contributions**"). Your User Contributions are posted on and transmitted to others at your own risk. Although [we limit access to certain pages/you may set certain privacy settings for such information by logging into your account profile], please be aware that no security measures are perfect or impenetrable. Additionally, we cannot control the actions of other users of the Website with whom you may choose to share your User Contributions. Therefore, we cannot and do not guarantee that your User Contributions will not be viewed by unauthorized persons.

### ***Information We Collect Through Automatic Data Collection Technologies***

As you navigate through and interact with our Website, we may use automatic data collection 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,] [logs,] and other communication data and the resources that you access and use on the Website.
- Information about your computer and internet connection, including your 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 may include personal information, 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.
- **Web Beacons.** Pages of our Website [and our emails] may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit the Company, for example, to count users who have visited those pages or [opened an email] and for other related website statistics (for example, recording the popularity of certain website content and verifying system and server integrity).

[We do not collect personal information automatically, but we may tie non-personal information collected automatically to personal information about you that we collect from other sources or that you provide to us.]

### **[Third-Party Use of Cookies [and Other Tracking Technologies]]**

[Some content or applications, including advertisements, on the Website are served by third-parties, including advertisers, ad networks and servers, content providers, and application providers. These third parties 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.

## **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 product 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 provide you with notices about your account/subscription, including expiration and renewal notices.
- To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection.
- To notify you about changes to our Website or any products or services we offer or provide through it.
- To allow you to participate in interactive features on our Website.
- For any other purpose with your consent

We may use the information we have collected from you to enable us to display advertisements to our advertisers' target audiences. Even though we do not disclose your personal information for these purposes without your consent, if you click on or otherwise interact with an advertisement, the advertiser may assume that you meet its target criteria.

## **Choices About How We Use and Disclose Your Information**

We strive to provide you with choices regarding the personal information you provide to us. We have created mechanisms to provide you with the following 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. 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 [checking the relevant box

located on the form on which we collect your data (the [order form/registration form])/[OTHER OPT-OUT METHOD]]. You can also always opt-out by [logging into the Website and adjusting your user preferences in your account profile][,][ checking or unchecking the relevant boxes] [or by] sending us an email with your request to [ainsley@ainsleydunganinc.com](mailto:ainsley@ainsleydunganinc.com)

**[Promotional Offers from the Company.** If you do not wish to have your [email address/contact information] used by the Company to promote our own or third parties' products or services, you can opt-out by [[checking the relevant box located on the form on which we collect your data (the [order form/registration form])/[OTHER OPT-OUT METHOD]] or at any other time by] [logging into the Website and adjusting your user preferences in your account profile by checking or unchecking the relevant boxes or by] sending us an email stating your request to [ainsley@ainsleydunganinc.com](mailto:ainsley@ainsleydunganinc.com). If we have sent you a promotional email, you may send us a return email asking to be omitted from future email distributions. [This opt out does not apply to information provided to the Company as a result of a product purchase, warranty registration, product service experience or other transactions.]]

· **[Targeted Advertising.** If you do not want us to use information that we collect or that you provide to us to deliver advertisements according to our advertisers' target-audience preferences, you can opt-out by [OPT-OUT METHOD]. [For this opt-out to function, you must have your browser set to accept all browser cookies.]]

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.

### **Accessing and Correcting Your Information**

You can review and change your personal information by logging into the Website and visiting your account profile page.

We cannot delete your personal information except by also deleting your user account. We may not accommodate a request to change information if we believe the change would violate any law or legal requirement or cause the information to be incorrect.]

[If you delete your User Contributions from the Website, copies of your User Contributions may remain viewable in cached and archived pages, or might have been copied or stored by other Website users.] [Proper access and use of information provided on the Website, including User Contributions, is governed by our [terms of use](#).

## **Your State Privacy Rights**

State consumer privacy laws may provide their residents with additional rights regarding our use of their personal information.

California, Colorado, Connecticut, Delaware, Florida, Indiana, Iowa, Montana, Oregon, Tennessee, Texas, Utah, and Virginia provide (now or in the future) their state residents with rights to:

- Confirm whether we process their personal information.
- Access and delete certain personal information.
- Correct inaccuracies in their personal information, taking into account the information's nature processing purpose (excluding Iowa and Utah).
- Data portability.
- Opt-out of personal data processing for:
  - targeted advertising (excluding Iowa);
  - sales; or
  - profiling in furtherance of decisions that produce legal or similarly significant effects (excluding Iowa and Utah).
- Either limit (opt-out of) or require consent to process sensitive personal data.

[Nevada provides its residents with a limited right to opt-out of certain personal information sales. [However, please know we do not currently sell data triggering that statute's opt-out requirements.]]

## **[Data Security]**

[We have implemented measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, and disclosure. [All information you provide to us is stored on our secure servers behind firewalls. Any payment transactions [and [OTHER INFORMATION]] will be encrypted [using SSL technology].]

The safety and security of your information also depends on you. Where 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. [We urge you to be careful about giving out information in

public areas of the Website like message boards. The information you share in public areas may be viewed by any user of the Website.]

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 [with a notice that the privacy policy has been updated on the Website home page]. If we make material changes to how we treat our users' personal information, we will notify you [by email to the [primary] email address specified in your account] [and/or] through a notice via email. The date the privacy policy was last revised is identified at the top of the 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.

### **Contact Information**

To ask questions or comment about this privacy policy and our privacy practices, contact us at:

[ainsley@ainsleydunganinc.com](mailto:ainsley@ainsleydunganinc.com)

## **Terms and Conditions**



### **Acceptance of the Terms**

Before you purchase the Not So Angry Mom Method (the “Program”) I ask you to confirm that you have read and agreed to each of the terms and conditions (“Terms”) below. By purchasing the Program you accept and agree to be bound and abide by these Terms. If you do not want to agree to these Terms, you do not purchase the Program. The following Terms, govern your access to the Program including any content, functionality, and services offered as part of the Program.

### **Payment and Refunds**

If you are on a monthly payment plan, you are required to complete all of your monthly payments regardless of your activity in the Program. Failure to complete your monthly payments will result in denied access to the Program and its related materials and services. If your payment is declined, 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 will result in denied access the Program and its related materials and services. After the purchase of the Program is complete, there are no refunds provided. All payments must be made according to the payment plan.

### **Changes to the Terms or Program**

We may revise and update these Terms from time to time at our sole discretion. All changes are effective immediately when we post them, and apply to all access to the Program thereafter. Your continued use of the Program following the posting of revised Terms means that you accept and agree to the changes.

*We reserve the right to do any of the following, at any time, without notice, vary, modify or change the Program, or the services offered as part of the Program; and to terminate access of any user in our sole discretion due to violation of the Terms.*

### **Medical Disclaimer**

Neither I nor my company are not providing medical advice or mental health advice in any way. Although I am a board-certified Psychiatric Nurse Practitioner, neither me (Ainsley Dungan), my company, or any employee, agent or contractor of my company, are providing medical or behavioral health care or attempting to diagnose, treat, or cure any medical or mental/emotional condition, issue, or disease. In the event you believe you have a mental health or medical condition, you should consult your own physician, mental health provider or applicable licensed health care professional. The information provided in the Program is for educational and informational purposes only and solely as a self-help tool for your own use. Never disregard professional medical advice or delay in seeking it because of something you read in the Program.

### **Warranty Disclaimer**

The Program, its content and related products and services, including the related Facebook page, are provided “as is” and without warranties of any kind, whether expressed or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. You assume total responsibility and risk for your use of the Program and related products and services. Neither me nor my company represents or warrants that the Program will be uninterrupted or error-free, that the defects will be corrected, or the website or server hosting the Program available are free of viruses or other harmful components. Neither me or my company make any warranties or representations regarding the use of the materials in the Program in terms of their correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise.

### **No Guarantees**

There are no guarantees as to the specific outcome or results you can expect from using the information in the Program or related products or services. The use of the Program does not guarantee that you will attain a particular result or goal. You accept and understand that results may differ based on the uniqueness of each individual. Additionally, each individual’s results are dependent on their dedication, desire, motivation, and actions. You accept full responsibility for the consequences of your use, or non-use, of any information provided on or through the Program.

### **Limitation of Liability**

Except when prohibited by law, me, my company, its owners, contributors, employees, agents and contractors are neither responsible nor liable for any direct, indirect, incidental, consequential, special, exemplary, punitive, or other damages arising out of or relating in any way to the Program, Program related products or services, content, or information contained within the Program. Your sole remedy for dissatisfaction with the Program, and related services, is to stop using the Program and/or those services. Notwithstanding the above limitation, if I or my company is found to be liable to you for any damage or loss which arises out of or is in any way connected with your use of the Program, any content or related products or services, then to the extent allowed by applicable law you agree the aggregate liability of me or my company shall in no event exceed One Hundred Dollars US \$100.00

### **Indemnity**

You agree to indemnify, defend and hold me, my company and its officers, directors, shareholders, predecessors, successors in interest, employees, agents, licensors and service providers (“Indemnitees”) harmless from any demands, loss, liability, claims, or

expenses (including attorneys' fees) made against Indemnitees by any third party due to or arising out of or in connection with your use of the Program, content or related products or services.

### **Intellectual Property Rights**

The Program and its entire contents are owned by me or my company, 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 permit you to use the Program 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 Program materials, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Program for your own personal, non-commercial use and not for further reproduction, publication, or distribution.

If you wish to make any use of material on the Program other than that set out in this section, please address your request to: [ainsley@ainsleydunganinc.com](mailto:ainsley@ainsleydunganinc.com).

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Program in breach of the Terms, your right to use the Program 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 Program or any Program content is transferred to you, and all rights not expressly granted are reserved by the me and my company. Any use of the Program not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

### **Trademarks**

My company name, Not-So-Angry Mom Method <sup>TM</sup>, the company logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the company or its affiliates or licensors. You must not use such marks without the prior written permission of me or my company, including but not limited to using in connection with any product or service that is not provided by me or my company in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits the me or my company.

**Waiver and Severability**

No waiver by me or my company of any the Terms shall be deemed a further or continuing waiver of such term or a waiver of any other term or condition, and any failure of me or my company to assert a right or provision under these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms are held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

**Governing Law**

These Terms are entered into in the State of Texas and shall be governed by and construed in accordance with the laws of the State of Texas, exclusive of its choice of law rules that would give rise to application of the substantive law of another jurisdiction. Each party to these Terms submits to the exclusive jurisdiction of the state and federal courts sitting in the McLennan County in the State of Texas, and waives any jurisdictional, venue, or inconvenience forum objections to such courts.

**Entire Agreement**

These Terms, including any legal notices and disclaimers contained in these Terms constitute the entire agreement between me, my company and you in relation to your use of the Program, and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Program.

**Your Comments and Concerns**

This Program is operated by Ainsley Dungan Inc. PO Box 1180 Hewitt, TX 76643.

All other feedback, comments, requests for technical support, and other communications relating to the Program should be directed to:

[ainsley@ainsleydunganinc.com](mailto:ainsley@ainsleydunganinc.com).