

Liz Brown, LLC – Privacy Policy

Last Updated 08/13/2024

This Privacy Policy describes how Liz Brown, LLC (the "**Site**", "**we**", "**us**", "**our**", or "**Liz Brown**") collects, uses, and discloses your personal information when you access our website, use our services, or make a purchase from www.lizbrown.com (the "**Site**") or otherwise communicate with us (collectively, the "**Services**"). For purposes of this Privacy Policy, "**you**" and "**your**" means you as the user of the Services, whether you are a customer, website visitor, or another individual whose information we have collected pursuant to this Privacy Policy.

Please read this Privacy Policy carefully. By using and accessing any of the Services, you agree to the collection, use, and disclosure of your information as described in this Privacy Policy. If you do not agree to this Privacy Policy, please do not use or access any of the Services.

Changes to This Privacy Policy

We may update this Privacy Policy from time to time, including to reflect changes to our practices or for other operational, legal, or regulatory reasons. We will post the revised Privacy Policy on the Site, update the "Last updated" date and take any other steps required by applicable law.

How We Collect and Use Your Personal Information

To provide the Services, we collect and have collected over the past 12 months personal information about you from a variety of sources, as set out below. The information that we collect and use varies depending on how you interact with us.

In addition to the specific uses set out below, we may use information we collect about you to communicate with you, provide the Services, comply with any applicable legal obligations, enforce any applicable terms of service, and to protect or defend the Services, our rights, and the rights of our users or others.

What Personal Information We Collect

The types of personal information we obtain about you depends on how you interact with our Site and use our Services. When we use the term "personal information", we are referring to information that identifies, relates to, describes or can be associated with you. The following sections describe the categories and specific types of personal information we collect.

Information We Collect Directly from You

Information that you directly submit to us through our Services may include:

- **Basic contact details** including your name, address, phone number, email.
- **Order information** including your name, billing address, shipping address, payment confirmation, email address, phone number.
- **Account information** including your username, password, security questions.

- **Customer support information** including the information you choose to include in communications with us, for example, when sending a message through the Services.

Some features of the Services may require you to directly provide us with certain information about yourself. You may elect not to provide this information, but doing so may prevent you from using or accessing these features.

Information We Collect through Cookies

We also automatically collect certain information about your interaction with the Services ("**Usage Data**"). To do this, we may use cookies, pixels and similar technologies ("**Cookies**"). Usage Data may include information about how you access and use our Site and your account, including device information, browser information, information about your network connection, your IP address and other information regarding your interaction with the Services.

Information We Obtain from Third Parties

Finally, we may obtain information about you from third parties, including from vendors and service providers who may collect information on our behalf, such as:

- Our payment processors, who collect payment information (e.g., bank account, credit or debit card information, billing address) to process your payment in order to fulfill your orders and provide you with products or services you have requested, in order to perform our contract with you.
- When you visit our Site, open or click on emails we send you, or interact with our Services or advertisements, we, or third parties we work with, may automatically collect certain information using online tracking technologies such as pixels, web beacons, software developer kits, third-party libraries, and cookies.

Any information we obtain from third parties will be treated in accordance with this Privacy Policy. We are not responsible or liable for the accuracy of the information provided to us by third parties and are not responsible for any third party's policies or practices. For more information, see the section below, *Third Party Websites and Links*.

How We Use Your Personal Information

- **Providing Products and Services.** We use your personal information to provide you with the Services in order to perform our contract with you, including, but not limited to processing your payments, fulfilling your orders, sending notifications to you related to your account, creating, maintaining and otherwise managing your account, arranging for shipping, facilitating any returns and exchanges and to enabling you to post reviews and/or comments.
- **Marketing and Advertising.** We use your personal information for marketing and promotional purposes, such as to send marketing, advertising and promotional communications by email, text message or postal mail, and to show you advertisements for products or services. This may include using your personal information to better tailor the Services and advertising on our Site and other websites.

- **Security and Fraud Prevention.** We use your personal information to detect, investigate or take action regarding possible fraudulent, illegal or malicious activity. If you choose to create an account with us, you are responsible for keeping your account credentials safe. We highly recommend that you do not share your username, password, or other access details with anyone else. If you believe your account has been compromised, please contact us immediately.
- **Communicating with you.** We use your personal information to provide you with customer support and improve our Services. This is in our legitimate interests in order to be responsive to you, to provide effective services to you, and to maintain our business relationship with you.

Cookies

Like many websites, we use Cookies on our Site. We use Cookies to power and improve our Site and our Services (including to remember your actions and preferences), to run analytics and better understand user interaction with the Services (in our legitimate interests to administer, improve and optimize the Services). We may also permit third parties and services providers to use Cookies on our Site to better tailor the services, products and advertising on our Site and other websites.

Most browsers automatically accept Cookies by default, but you can choose to set your browser to remove or reject Cookies through your browser controls. Please keep in mind that removing or blocking Cookies can negatively impact your user experience and may cause some of the Services, including certain features and general functionality, to work incorrectly or no longer be available. Additionally, blocking Cookies may not completely prevent how we share information with third parties such as our advertising partners.

How We Disclose Personal Information

In certain circumstances, we may disclose your personal information to third parties for legitimate purposes subject to this Privacy Policy. Such circumstances may include:

- With vendors or other third parties who perform services on our behalf (e.g., IT management, payment processing, data analytics, customer support, cloud storage, fulfillment and shipping).
- With business partners to help us provide services to you. Our business partners will use your information in accordance with their own privacy notices.
- When you direct, request us or otherwise consent to our disclosure of certain information to third parties, such as to ship you products or through your use of social media widgets or login integrations, with your consent.
- With our affiliates or otherwise within our corporate group, in our legitimate interests to run a successful business.
- In connection with a business transaction such as a merger or bankruptcy, to comply with any applicable legal obligations (including to respond to subpoenas, search warrants and similar requests), to enforce any applicable terms of service, and to protect or defend the Services, our rights, and the rights of our users or others.

We do not use or disclose sensitive personal information for the purposes of inferring characteristics about you.

User Generated Content

The Services may enable you to post product reviews and other user-generated content. If you choose to submit user generated content to any public area of the Services, this content will be public and accessible by anyone.

We do not control who will have access to the information that you choose to make available to others, and cannot ensure that parties who have access to such information will respect your privacy or keep it secure. We are not responsible for the privacy or security of any information that you make publicly available, or for the accuracy, use or misuse of any information that you disclose or receive from third parties.

Third Party Websites and Links

Our Site may provide links to websites or other online platforms operated by third parties. If you follow links to sites not affiliated or controlled by us, you should review their privacy and security policies and other terms and conditions. We do not guarantee and are not responsible for the privacy or security of such sites, including the accuracy, completeness, or reliability of information found on these sites. Information you provide on public or semi-public venues, including information you share on third-party social networking platforms may also be viewable by other users of the Services and/or users of those third-party platforms without limitation as to its use by us or by a third party. Our inclusion of such links does not, by itself, imply any endorsement of the content on such platforms or of their owners or operators, except as disclosed on the Services.

Children's Data

The Services are not intended to be used by children, and we do not knowingly collect any personal information about children. If you are the parent or guardian of a child and your child has provided us with their personal information, you may contact us using the contact details set out below to request that it be deleted.

As of the Effective Date of this Privacy Policy, we do not have actual knowledge that we “share” or “sell” (as those terms are defined in applicable law) personal information of individuals under 16 years of age.

Security and Retention of Your Information

Please be aware that no security measures are perfect or impenetrable, and we cannot guarantee “perfect security.” In addition, any information you send to us may not be secure while in transit. We recommend that you do not use unsecure channels to communicate sensitive or confidential information to us.

How long we retain your personal information depends on different factors, such as whether we need the information to maintain your account, to provide the Services, comply with legal obligations, resolve disputes or enforce other applicable contracts and policies.

Your Rights and Choices

Depending on where you live, you may have some or all of the rights listed below in relation to your personal information. However, these rights are not absolute, may apply only in certain circumstances and, in certain cases, we may decline your request as permitted by law.

- **Right to Access / Know.** You may have a right to request access to personal information that we hold about you, including details relating to the ways in which we use and share your information.
- **Right to Delete.** You may have a right to request that we delete personal information we maintain about you.
- **Right to Correct.** You may have a right to request that we correct inaccurate personal information we maintain about you.
- **Right of Portability.** You may have a right to receive a copy of the personal information we hold about you and to request that we transfer it to a third party, in certain circumstances and with certain exceptions.\
- **Right to Limit and/or Opt out of Use and Disclosure of Sensitive Personal Information.** You may have a right to direct us to limit our use and/or disclosure of sensitive personal information to only what is necessary to perform the Services.
- **Restriction of Processing:** You may have the right to ask us to stop or restrict our processing of personal information.
- **Withdrawal of Consent:** Where we rely on consent to process your personal information, you may have the right to withdraw this consent.
- **Managing Communication Preferences:** We may send you promotional emails, and you may opt out of receiving these at any time by using the unsubscribe option displayed in our emails to you. If you opt out, we may still send you non-promotional emails, such as those about your account or orders that you have made.

You may exercise any of these rights where indicated on our Site or by contacting us using the contact details provided below.

We will not discriminate against you for exercising any of these rights. We may need to collect information from you to verify your identity, such as your email address or account information, before providing a substantive response to the request. In accordance with applicable laws, You may designate an authorized agent to make requests on your behalf to exercise your rights. Before accepting such a request from an agent, we will require that the agent provide proof you have authorized them to act on your behalf, and we may need you to verify your identity directly with us. We will respond to your request in a timely manner as required under applicable law.

Complaints

If you have complaints about how we process your personal information, please contact us using the contact details provided below.

International Users

Please note that we may transfer, store and process your personal information outside the country you live in, including the United States. Your personal information is also processed by staff and third party service providers and partners in these countries. As a user of this website, the Privacy Policy detailed herein applies, regardless of where you are located.

If we transfer your personal information out of Europe, we will rely on recognized transfer mechanisms like the European Commission's Standard Contractual Clauses, or any equivalent contracts issued by the relevant competent authority of the UK, as relevant, unless the data transfer is to a country that has been determined to provide an adequate level of protection.

Contact

Should you have any questions about our privacy practices or this Privacy Policy, or if you would like to exercise any of the rights available to you, please email us at liz@lizbrowllc.com.

Terms of Service

Please read these Terms of Service (“**Terms**”) carefully before using this website. By using this website, you signify your consent to these terms of use. If you do not agree to these Terms, please do not visit, access and/or use the website.

Your access to and use of this website, as well as all related websites operated by Liz Brown, LLC (collectively the “**Site**”) is subject to the following Terms and all applicable laws. By accessing and browsing the Site, you accept, without limitation or qualification, the Terms and acknowledge that any other agreements between you and the Site are superseded and of no force or effect:

1. Ownership of Site Content. You agree that the Site itself, as well as all content, videos, training materials, products, services, and/or other materials, made available on the Site by us or other third parties, as well as the look and feel of all of the foregoing, (collectively referred to as the “**Content**”) are maintained for your personal use and information by Liz Brown, LLC, (the “**Company**”) and are the property of the Company and/or its third-party providers. You agree that such Company Content shall include all proprietary videos, HTML/CSS, Javascript, graphics, voice, and sound recordings, artwork, photos, documents, and text as well as all other materials included on the Site, excluding only the materials you provide. Subject to your compliance with these Terms, the Company hereby grants you a limited license, which is non-exclusive, non-transferable, and non-sublicensable, to access, view, and use the Site solely for your personal purposes. No Company Content may be copied, reproduced, republished, uploaded, posted, transmitted, distributed, used for public or commercial purposes, or downloaded in any way unless written permission is expressly granted by the Company. Modification of the Content or use of the Content for any other purpose is a violation of the copyright and other proprietary rights of the Company, as well as other authors who created the materials, and may be subject to monetary damages and penalties. You may not distribute, modify, transmit or use the content of the Site or any Content, including any and all software, tools, graphics and/or sound files, for public or commercial purposes without the express written permission of the Company.

2. Use of Content. All Content, such as text, data, graphics files, videos, and sound files, and other materials contained on the Site, are copyrighted unless otherwise noted and are the property of the Company and/or a supplier to the Company. No such materials may be used except as provided in these Terms.

3. Intellectual Property. All trade names, trademarks, and images and biographical information of people used in the Company Content and contained on the Site, are either the property of, or used with permission by, the Company. The use of Content by you is strictly prohibited unless specifically permitted by these Terms. Any unauthorized use of Content may violate the copyright, trademark, and other proprietary rights of the Company and/or third parties, as well as the laws of privacy and publicity, and other regulations and statutes. Nothing contained in this agreement or on the Site shall be construed as granting, by implication or otherwise, any license or right to use any Trademark or other proprietary information without the express written consent of the Company or third-party owner. The Company respects the copyright, trademark, and all other intellectual property rights of others. The Company has the right, but has no obligation, to remove content and accounts containing materials that it deems, in its sole discretion, to be unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene, promoting violence or bullying, or otherwise objectionable or violates any party's intellectual property or these Terms.

4. Limitations on Site Use. Without the prior, written consent of the Company, use of any of the services or programs offered by the Company or Content on the Site is not authorized by: (a) any current life coach or grief coach; (b) anyone planning to become a life coach or grief coach; or (c) by anyone for any other commercial reason. Any use of the services, programs, or Contents in violation of this provision will result in immediate legal action in accordance with applicable laws.

5. Confidentiality. The Company will maintain the strictest confidence with respect to any information you provide in association with the services rendered by the Company. You will not share the proprietary information that we provide to you with anyone by any means, including electronic, written, or oral transmission.

6. Disclaimer - Services Are Not Medical Advice. The advice you receive is for informational purposes only. The advice offered is NOT intended to be a substitute for medical advice or treatment. Always seek the advice of your doctor or other qualified health practitioner regarding any matters that may require medical attention or diagnosis, and before following the advice provided herein. Reliance on any information provided by the Company is solely at your own risk and the Company shall not be held responsible for any injuries, death, or damage that may result from the use of the services offered by the Company.

7. Accuracy. While the Company uses reasonable efforts to include accurate and up-to-date information on the Site, the Company makes no warranties or representations as to its accuracy. The Company assumes no liability or responsibility for any errors or omissions in the Site Contents.

8. Company Notices. When you register with the Company and/or this Site, you expressly consent to receive any notices, announcements, agreements, disclosures, reports, documents, communications concerning new products or services, or other records or correspondence from the Company. You consent to receive notices electronically by way of transmitting the notice to you by email.

9. Comments to the Company. If you send comments or suggestions about the Site to the Company, including, but not limited to, notes, text, drawings, images, designs, or computer programs, such submissions shall become, and shall remain, the sole property of the Company.

No submission shall be subject to any obligation of confidence on the part of the Company. The Company shall exclusively own all rights to (including intellectual property rights thereto), and shall be entitled to unrestricted use, publication, and dissemination as to all such submissions for any purpose, commercial or otherwise, without any acknowledgment or compensation to you.

10. Restriction of Unauthorized Access. The Company shall use commercially reasonable efforts to restrict unauthorized access to our data and files. However, no system, whether or not password-protected, can be entirely impenetrable. You acknowledge that it may be possible for an unauthorized third party to access, view, copy, modify, or distribute the data and files you store using the Site. Use of the Site is completely at your own risk.

11. Disclosure to Third Parties. The Company will not intentionally disclose any personally identifying information about you to third parties, except where the Company, in good faith, believes such disclosure is necessary to comply with the law or enforce these Terms. By using the Site, you signify your acceptance of the Company's Privacy Policy. If you do not agree with this Privacy Policy, in whole or part, please do not use this Site.

12. Limitations on Liability. Neither the Company nor any other party involved in creating, producing, or maintaining the Site and/or any content on the Site shall be liable under any circumstances for any direct, incidental, consequential, indirect, consequential or punitive damages arising out of your access to or use of the Site, whether foreseeable or not, including, but not limited to, injury, death, damage or loss of property, equipment, information or data, cost of replacement services, or claims for service interruptions or transmission problems, occasioned by any defect in the Site, the Content, and/or related materials, the inability to use services provided hereunder or any other cause whatsoever with respect thereto, regardless of theory of liability. Without limiting the foregoing, all content on the Site is provided "as is" without warranty or any kind, either express or implied, including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose. The Company does not warrant or make any representations regarding the use of the materials on the Site, the results of the use of such materials, the suitability of such materials for any user's needs or the likelihood that their use will meet any user's expectations, or their correctness, accuracy, reliability, or correction. This limitation will apply even if the Company has been advised or is aware of the possibility of any such damages.

13. Third-Party Service Problems. The Company shall not be responsible for any performance or service problems caused by any third-party website or third-party service provider (including, for example, your web service provider service, Stripe payment services, your software, and/or any updates or upgrades to that software). Any such problem shall be governed solely by the agreement between you and that provider. The Company reserves the right to determine, in its sole discretion, whether the Company is responsible for any such malfunction or disruption. The Company also reserves the right to limit your use of the Site and/or the content should the Company determine that you have violated these Terms of use, or that you have violated any other rules or conditions of the Company. The Company reserves the right to refuse access to the Site and/or the Company's content, products, and/or services to anyone in its sole discretion.

14. Indemnification. You agree to indemnify and hold the Company and each of its directors, officers employees, and agents, harmless from any and all liabilities, claims, damages, and expenses, including reasonable attorney's fees, arising out of or relating to (i) your breach of these Terms, (ii) any violation by you of law or the rights of any third party, (iii) any materials,

information, works, and/or other content of whatever nature or media that you post or share on or through the Site, (iv) your use of the Site or any services that the Company may provide via the Site, and (v) your conduct in connection with the Site or the services or with other users of the Site or the services. The Company reserves the right to assume the exclusive defense of any claim for which we are entitled to indemnification under this Section. In such event, you shall provide the Company with such cooperation as is reasonably requested by the Company.

15. Benefit. The provisions of these Terms are for the benefit of the Company, its subsidiaries, affiliates, and its third-party content providers and licensors, and each shall have the right to assert and enforce such provisions directly or on its own behalf.

16. Governing Law and Jurisdiction. This agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania, without giving effect to any principles of conflicts of law. You further submit to the exclusive jurisdiction of the state and federal courts sitting in Chester County, Pennsylvania. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

17. Updates to Terms. These Terms may be revised from time to time by updating this posting. You are bound by any such revisions and should, therefore, periodically visit this page to review the then current Terms to which you are bound.