

Terms and Conditions

Terms of Use

BEFORE YOU USE OR BROWSE THROUGH THIS WEBSITE, CAREFULLY READ THE TERMS AND CONDITIONS OF THIS AGREEMENT OF USE & SALE. BY USING THE WEBSITE, PODCAST, PROGRAMS, MEMBERSHIP SITE, PROGRAM FB GROUP, OR READING PROGRAM EMAILS IN ANY MANNER, YOU ARE AGREEING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT USE OR SUBSCRIBE TO OUR SERVICES OR PLACE AN ORDER OVER WWW.911LIFESTYLE.COM, WWW.BURNOUTEXPERT.CA, WWW.ANDICLARK.COM, WWW.HEALTHKPI OR ANY OTHER WEBSITE OWNED AND OPERATED UNDER 2072450 ONTARIO INC.

WE RESERVE THE RIGHT TO CHANGE THE TERMS OF THIS AGREEMENT IN THE FUTURE AND ANY CHANGES WILL APPLY TO YOUR USE OF THE WEBSITE AND PROGRAMS AFTER THE DATE OF SUCH CHANGE.

1. ACCEPTANCE OF TERMS

2072450 Ontario Inc O/A 911 Lifestyle, HealthKPI, AndiClark and Burnout Expert Podcast is (hereinafter referred to as “Company”, “we”, “our” or “us”), provides the websites, www.911lifestyle.com, www.andiclark.com, www.healthkpi.biz, www.burnoutexpert.ca (the “Site”), including all

information, documents, communications, videos, files, images, text, graphics, software, software applications and products available through the Site (collectively, the “Materials”) and all services operated by Company and third parties through the Site and/or Company’s mobile application, including course programs, educational content, videos and tutorials, business marketing services, advertising, promotional among other services (collectively, the “Services”), available for your use subject to the terms and conditions set forth in this document and any changes to this document that we may publish from time to time (collectively, the “Terms of Use” or “Agreement”).

We reserve the right to change the Terms of Use and other guidelines or rules posted on the Site from time to time at our sole discretion. Your continued use of the Site, or any Materials or Services accessible through it, after such notice has been posted constitutes your acceptance of the changes. Your use of the Site will be subject to the most current version of the Terms of Use, rules and guidelines posted on the Site at the time of such use. You should periodically check these Terms of Use to view the current terms. If you breach any of the Terms of Use, your authorization to use this Site automatically terminates.

We further reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Materials and/or Services (or any part thereof) with or without notice. You agree that, unless we have agreed otherwise in writing, we shall not be liable to you or to any third party for any modification, suspension or discontinuance of our Materials and/or Services (or any part thereof).

This Agreement will take effect (or shall re-take effect) at the time you click “ACTIVATE MY ACCOUNT NOW”, “PAY NOW”, “ORDER NOW”, “SUBMIT”, “BUY NOW”, “PURCHASE”, “I ACCEPT”, “I AGREE” or similar links or buttons, otherwise submit information through the Website, respond to a request for information, begin installing, accessing, or using the Website, complete a purchase, select a method of payment, and/or enter payment information, whichever is earliest.

If you do not agree to these terms and conditions in their entirety, you are not authorized to use the Website in any manner or form whatsoever.

2. DEFINED TERMS FOR SITE CONTENT

All program content, information, materials, files, communications, documents, text, videos and images are referred to collectively as “Program Content.”

“Our Content” or “Company Content” means all materials provided by us. The terms and conditions expressed in this agreement apply to all users and visitors of this Site and the App, and we may refer to all Site and App users as “you” or “your/s” in this Agreement.

3. USER ACCOUNTS

The Company may, at its sole discretion, require Users to create accounts in order to access or to make use of the Site, App, Materials and/or Services and in that event, you will need to register and create a user account (an “Account”). Should User Accounts be required, you also agree:

that you will not use an Account that is created by another user;

that you will supply only complete and accurate information in registering for an Account;

that you are solely responsible for the activity that occurs on and through your Account, that you will keep your Account password secure at all times, and that we will not be liable for your losses caused by any unauthorized use of your Account; and

that if your Account has been compromised for any reason, you will immediately notify us of the security breach or unauthorized use of your Account.

You warrant that the information you provide us is truthful and accurate, and that you are not impersonating another person.

We reserve the right to (a) take appropriate legal action against anyone who, in our sole discretion, violates these Terms of Use; (b) in our sole discretion without notice and without limitation or liability, refuse, restrict access to or availability of, or terminate any user's Account for any reason.

4. INTELLECTUAL PROPERTY; LIMITED LICENSE

The Materials and Services on this Site and the App, as well as their selection and arrangement, are protected by copyright, trademark, patent, and/or other intellectual property laws, and any unauthorized use of the Materials or Services at this Site or on the App may violate such laws and these Terms of Use. You agree not to copy, republish, frame, download, transmit, modify, assign, distribute, or create derivative works based on the App, the Site, its Materials, or its Services or their selection and arrangement, except as expressly authorized herein. In addition, you agree not to use any data

mining, robots, or similar data gathering and extraction methods in connection with the Site or the App.

In addition to the Materials and Services offered by us, this Site and the App may also make available materials, links, information, products and/or services provided by Related Entities (collectively, the “Related Entity Products and Services”). The Related Entity Products and Services may be governed by separate agreements that accompany such products or services. We offer no guarantees and assume no responsibility or liability of any type with respect to the Related Entity Products and Services. You agree that you will not hold us responsible or liable with respect to Related Entity Products and Services or seek to do so, even if we recommended a particular Product or Service. You further understand and agree that all dealings with a Third Party accessed through the Site or App is at your own risk. We are not a party to any transactions between you and any other Entity accessible through the Site or App.

Only where expressly indicated on this Site and App may the User download our Program Content and in such circumstances where permitted, it will be subject to the following conditions:

Our Content may be used solely for personal purposes. You may not commercially exploit any of the Site content without express permission from us.

You will not resell, re-distribute, or export any product or service that you order from the Website.

You may not remove any copyright or other proprietary notices contained in our Program Content.

We reserve the right to revoke the authorization to view, use and download our Program Content available on this Site and App or any portion of them at any time, and any such use shall be discontinued immediately upon notice from us.

The rights granted to you constitute a license and not a transfer of title.

The rights specified above to view, use and download Program Content available on this Site and App are not applicable to the design or layout of this Site and the App. Elements of this Site and the App are protected by trade dress and other laws and may not be copied or imitated in whole or in part.

5. TRADEMARK INFORMATION

The trademarks, logos, and service marks, including the “911 Lifestyle” “AndiClark”, “HealthKPI” & “Burnout Expert Podcast” trademark, (the “Marks”) displayed on this Site and the App are the property of the Company. You are not permitted to use the Marks without the prior written consent of the Company or such third party that may own the Marks.

6. PAYMENTS

You understand and agree that by purchasing any Programs, Courses or other Materials through the Site or App, the Company will charge your provided credit card for the amount of the Program. By purchasing any Materials you expressly authorize us and our partners and affiliates to charge your credit card in accordance with your order and in accordance with this

Agreement, our Master Service Agreement, Partner Agreement and/or any other applicable policies on our Site or on the App.

Failure by Client to use the Materials available through the Services provided by 2072450 Ontario Inc. does not relieve the User of their payment obligations.

Potential users can pay by credit card or debit card. Payment details shall be collected by us through our secure financial data collection mechanism. You acknowledge and agree that we hold data relating to the transaction, including the last four digits and the expiration date of the card used to purchase the products or services together with details on when payment is due. You further acknowledge and agree that payments are due on a recurring basis in accordance with the payment terms for the specific service purchased and therefore authorize the automatic payment collection terms applicable to that specific service.

We may require additional information regarding your order if any requested information was missing or inaccurate, and may cancel or limit an order at any time after it has been placed. Your electronic order confirmation, or any form of confirmation, does not signify our acceptance of your order. You must contact us immediately at andi@911lifestyle.com in order to modify or cancel your pending order. We cannot guarantee that we will be able to amend your order in accordance with your instructions.

All items are subject to availability. We reserve the right to limit the sales of our products and services to any person, geographic region, or jurisdiction. We may exercise this right on a case-by-case basis at our sole and exclusive

discretion. Your purchase order of products and other services is conditioned on you re-affirming your acceptance of this Agreement.

Company reserves the right to immediately terminate a user's account and/or service for any unpaid (in whole or part) period of the subscription (with or without notice). Termination of service in no way relieves or excuses the user from any obligation to pay outstanding charges or expenses. In the event Company starts collection processes of any type, you will be liable for all collection costs, including legal fees and expenses.

7. MANAGING USER CONDUCT

We reserve the right but do not have the obligation to: (a) monitor the Site and App for violations of these Terms of Use; (b) take appropriate legal action against anyone who, in our sole discretion, violates these Terms of Use; (c) terminate and delete Accounts (including information stored in connection with accounts) without liability to you; and (d) to otherwise manage the Site and App in a manner designed to protect the rights and property of Company and others and to facilitate the proper functioning of the Site and App.

You agree not to use or attempt to use the Website, products, or programs in any unlawful manner or a manner harmful to 2072450 Ontario Inc. You further agree not to commit any harmful or unlawful act or attempt to commit any harmful or unlawful act on or through the Website refraining from:

- A. HARMFUL ACTS. Any dishonest or unethical business practice; any violation of the law; infliction of harm to Provider's reputation;

hacking and other digital or physical attacks on the Website; and the violation of rights of 2072450 Ontario Inc or any third party;

- B. "SPAMMING" AND UNSOLICITED COMMUNICATIONS. We have zero tolerance for spam and unsolicited communications. Any communications sent or authorized by you reasonably deemed "spamming," or any other unsolicited solicitations (including without limitation to postings on social media or third party blogs) will be deemed a material threat to Provider's reputation and to the rights of third parties. It is your obligation, exclusively, to ensure that all business communications comply with state and local anti-spamming or analogous laws.
- C. OFFENSIVE COMMUNICATIONS. Any communication sent, posted, or authorized by you, including without limitation to postings on any website operated by you, social media or blogs, which are: sexually explicit, obscene, vulgar, or pornographic; offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory; graphically violent; or solicitous of unlawful behavior.
- D. ILLEGAL BUSINESS ACTIVITY. Any promotion of illegal business activity, promoting the sale or use of illegal drugs, or infringing or promoting the infringement of the intellectual property rights of another.

You agree that you and your business will only use Company products and services for lawful purposes and that you shall not use such products or services, whether alone or in connection with other software, hardware, or services, for any unlawful or harmful purpose. You are solely and exclusively responsible for complying with any and all applicable laws and regulations in running your business, including, but not limited to, all laws governing advertising and marketing claims, subscriptions, refunds, premium offers, tax laws, and all additional laws applicable to your business.

You further represent and warrant that there are no prior or pending government investigations, inquiries of, or prosecutions against you, or any business related to you, by the Federal Trade Commission, any other federal, provincial or state governmental agency, or any industry regulatory authority, anywhere in the world, nor any prior or pending private lawsuits against you. If at any time during the life of your membership with us you become subject of investigation, inquiry, prosecution, or subject of any lawsuit, you will notify Company of the same within 24 hours. Company at its sole discretion, may terminate the Agreement based on any investigation, proceeding, or lawsuit identified pursuant to this paragraph or otherwise discovered by Company without incurring any obligation or liability to you.

8. WARRANTIES AND DISCLAIMERS

EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN A WRITTEN AGREEMENT BETWEEN YOU AND US, THIS SITE, AND ALL MATERIALS AND SERVICES ACCESSIBLE THROUGH THIS SITE ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT (I) THE SERVICES AND MATERIALS WILL MEET YOUR REQUIREMENTS; (II) THE SERVICES AND MATERIALS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR MATERIALS WILL BE EFFECTIVE, ACCURATE, OR RELIABLE; (IV) THE QUALITY OF ANY SERVICES OR MATERIALS OBTAINED OR ACCESSIBLE BY YOU THROUGH THE SITE OR SOFTWARE APPLICATIONS WILL MEET YOUR EXPECTATIONS; AND

(V) ANY ERRORS IN THE SERVICES OR MATERIALS OBTAINED THROUGH THE SITE OR APP, OR ANY DEFECTS IN THE SITE OR APP, ITS SERVICES OR MATERIALS, WILL BE CORRECTED.

WITHOUT LIMITING THE FOREGOING, YOU UNDERSTAND THAT COMPANY CANNOT GUARANTEE RESULTS OR OUTCOMES OF ANY PROGRAMS, ADVICE, COURSES OR OTHER MATERIALS OFFERED THROUGH THIS SITE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

9. PERSONAL INFORMATION AND PRIVACY

You understand and agree that we may disclose information about you if we have a good faith belief that we are required to do so by law or legal process, to respond to claims, or to protect the rights, property, or safety of Company or others.

[Please refer to our Privacy Policy below for more information about the manner in which we protect and use your information.](#)

10. TESTIMONIALS, REVIEWS, AND PICTURES/VIDEOS

Company is pleased to hear from users and customers and welcomes your comments regarding our services and products. Company may use testimonials and/or product reviews in whole or in part together with the name, city, and state of the person submitting it. Testimonials may be used for any

form of activity relating to Company's services or products, in printed and online media, as Company determines in its sole and exclusive discretion. Testimonials represent the unique experience of the participants and clients submitting the testimonial, and do not necessarily reflect the experience that you and your business may have using our services or products. Business' results will vary depending upon a variety of factors unique to your business and market forces beyond our control. Note that testimonials, photographs, and other information that you provide to us will be treated as non-confidential and nonproprietary, and, by providing them, you grant Company a royalty-free, worldwide, perpetual, non-exclusive and irrevocable license to use them.

Additionally, Company reserves the right to correct grammatical and typing errors, to shorten testimonials prior to publication or use, and to review all testimonials prior to publication or use. Company shall be under no obligation to use any, or any part of, any testimonial or product review submitted.

11. LIMITATION OF LIABILITY

IN NO EVENT SHALL COMPANY OR ITS OFFICERS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR UNDER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING PERSONAL INJURY AND LOST PROFIT DAMAGES ARISING FROM YOUR USE OF THE SITE AND ANY OF THE MATERIALS OR SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WITHOUT LIMITING THE FOREGOING, COMPANY SHALL HAVE NO LIABILITY TO YOU FOR THE RESULTS OF THE USE OF PROGRAM MATERIALS ACQUIRED THROUGH USE OF THE SITE/APP OR FOR ANY PERSONAL OR PECUNIARY INJURY RESULTING FROM SUCH SERVICES PROVIDED BY THE SITE/APP EXCEPT WHERE OTHERWISE AGREED TO IN A SIGNED WRITING. YOU UNDERSTAND THAT THE COMPANY MERELY OFFERS BEST PRACTICE NUTRITIONAL, NATURAL HEALTH, MARKETING AND PROMOTIONAL ADVICE AND TECHNIQUES AND THAT IT TAKES NO RESPONSIBILITY WHATSOEVER WITH RESPECT TO YOUR SPECIFIC OUTCOMES THROUGH USE OF SUCH MATERIALS ACQUIRED BY USING THE SITE/APP NOR DO WE POSSESS ANY SPECIFIC CREDENTIAL, CERTIFICATION OR LICENSURE WITH RESPECT TO ANY FIELD OR INDUSTRY DISCUSSED WITHIN OUR MATERIALS. YOU FURTHER UNDERSTAND AND AGREE THAT PROGRAMS, MATERIALS OR SERVICES ACQUIRED THROUGH THE SITE/APP MAY FROM TIME TO TIME BE PROVIDED TO YOU BY THIRD PARTY INDEPENDENT CONTRACTORS. WE DO NOT HAVE LEGAL CONTROL OVER THESE INDIVIDUALS AND THEY ARE NOT OUR EMPLOYEES.

THE WEBSITE MAY CONTAIN LINKS TO OTHER WEBSITES. COMPANY ASSUMES NO RESPONSIBILITY FOR THE CONTENT OR FUNCTIONALITY OF ANY NON-COMPANY WEBSITE TO WHICH WE PROVIDE A LINK.

12. INDEMNITY AND LIABILITY

You agree to indemnify and hold Company, and its subsidiaries, affiliates, officers, directors, agents, partners and employees, harmless from any claim

or demand, including reasonable attorneys' fees, made by any third party due to or arising out of content you submit, post, or transmit through the Site or our App, your use of the Site or our applications, torts or damages (whether physical or otherwise) caused by you, your connection to the Site or our applications, your violation of these Terms of Use or any end user license agreement or your violation of any rights of another person or entity.

13. GOVERNING LAW, JURISDICTION

This Agreement is governed by and construed in accordance with the internal laws of the Province of Ontario without giving effect to any choice or conflict of law provision or rule. You agree that any dispute, claim or controversy arising out of or relating to your use of the Site or Services, these Terms or the breach, termination, enforcement, interpretation or validity thereof (collectively, "Disputes") will be settled by binding arbitration between you and Company, except that each party retains the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights. **You acknowledge and agree that you and Company are each waiving the right to a trial by jury or to participate as a plaintiff or class in any purported class action or representative proceeding. Further, unless both you and Company otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding.** This "Dispute Resolution" section will survive any termination of these Terms.

In order to prevent or limit irreparable injury to Company, in the event of any breach or threatened breach by you of the provisions of this Agreement or any infringement or threatened infringement by you of the intellectual property of Company or a third party, Company shall be entitled to seek a temporary restraining order and preliminary and permanent injunctions or other equitable relief from a court of competent jurisdiction.

The arbitration will be administered by the Canadian Arbitration Association in accordance with the Commercial Arbitration Rules (the “Canadian Arbitration Association Rules”) then in effect. The Canadian Arbitration Act will govern the interpretation and enforcement of this Section. The arbitration proceedings shall take place in Toronto, Ontario, Canada.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE APPLICATION MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

14. ELECTRONIC SIGNATURE

All information communicated on the Website is considered an electronic communication. When you communicate with Company through or on the Website or via other forms of electronic media, such as e-mail, you are communicating with the Company electronically. You agree that we may communicate electronically with you and that such communications, as well as notices, disclosures, agreements, and other communications that we provide to you electronically, are equivalent to communications in writing and

shall have the same force and effect as if they were in writing and signed by the party sending the communication.

15. GENERAL

The Terms of Use and the other rules, guidelines, licenses and disclaimers posted on the Site constitute the entire agreement between Company and you with respect to your use of the Site. If for any reason a court of competent jurisdiction finds any provision of these Terms of Use, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties as reflected by that provision, and the remainder of the Terms of Use shall continue in full force and effect. Any failure by us to enforce or exercise any provision of these Terms of Use or related right shall not constitute a waiver of that right or provision.

Privacy Policy

This Privacy Policy discloses the privacy practices for the **www.911lifestyle.com www.andiclark.com, www.healthkpi.biz and www.burnoutexpert.ca** websites (the “Site”), the Company mobile application (the “App”), and any other platform or services provided through the site and App. We are committed to protecting your privacy online.

Please read the information below to learn the following regarding your use of this site:

1. What information do we collect from you?
2. Where do we collect information from you and how do we use it?
3. With whom do we share your information?
4. How can you update, correct or delete your Personally Identifiable Information?
5. What are your choices regarding collection, use, and distribution of your information?
6. What security precautions are in place to protect against the loss, misuse or alteration of your information?
7. Do we use “cookies”?
8. What should you know about privacy policies and data collection at any third-party websites accessible from our site?

You acknowledge that this Privacy Policy is part of our website Terms of Use, and by accessing or using our Site (including utilization of our App), you agree to be bound by all of its terms and conditions. If you do not agree to these terms, please do not access or use the Site or the App.

We reserve the right to change this Privacy Policy at any time. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by means including, but not limited to issuing an e-mail to the e-mail address listed by registered users or posting the revised Policy on this page. You acknowledge and agree that it is your responsibility to maintain a valid e-mail address as a registered user wherever applicable, review this site and this Policy periodically and to be aware of any modifications. Your continued use of the Site or App after such modifications will constitute your: (a) acknowledgment of the modified Policy; and (b) agreement to abide and be bound by the modified Policy.

1. What information do we collect from you?

In order to better provide you with Program Content, Materials, and Services, we collect two types of information about our users: Personally Identifiable Information and Non-Personally Identifiable Information. Our primary goal in collecting information from you is to provide you with a smooth, efficient, and customized experience while using our Site and/or App.

Personally Identifiable Information: This refers to information that lets us know the specifics of who you are. This information may include without limitation your first and last name, email address, physical address for delivery, and your payment information.

Non-Personally Identifiable Information: This refers to information that does not by itself identify a specific individual. We gather certain information about you based upon where you visit on our site in several ways. This information is compiled and analyzed on both a personal and an aggregated basis. This information may include the site's Uniform Resource Locator ("URL") that you just came from, which URL you go to next, what browser you are using, what type of device you are using, and your Internet Protocol ("IP") address.

2. Where do we collect information from you and how do we use it?

We do not collect any Personally Identifiable Information about you unless you voluntarily provide it to us. You provide certain Personally Identifiable Information to us when you:

- Register for a User Account;
- Purchase Programs or request Services through our platform;
- Sign up for special offers; or
- Send e-mail messages, submit forms or transmit other information on or through the Site or App.

In addition, we may also collect, or our third-party ad server and/or content server may collect, certain Non-Personally Identifiable Information. We use your IP address to diagnose problems with our servers, software, to administer our site and to gather demographic information.

We will use your Personally Identifiable Information to provide our services to you. For example, we will use your payment information to process your Program purchases. We will also use Personally Identifiable Information to enhance the operation of our site and software application, improve our marketing and promotional efforts, statistically analyze Site/App use, improve our product and service offerings, and customize our Site's and App's content, layout, and services. We may use Personally Identifiable Information to deliver information to you and to contact you regarding administrative notices and regarding product or service offerings which we believe may be of interest to you. You will be given an opportunity to **opt-out** of receiving promotional materials from us. We may also use Personally Identifiable Information to assist in dispute resolution, troubleshoot problems and enforce our agreements with you, including our Site Terms of Use and this Private Policy.

While you may opt-out of receiving our promotional communications by taking the measures outlined in such communications, you may not opt-out of receiving administrative communications.

3. With whom do we share your information?

We do not sell, trade, or rent your Personally Identifiable Information to others. We may utilize the services of third parties and provide some of our services through contractual arrangements with affiliates, service providers, partners, and other third parties, and to facilitate such arrangements we reserve the right to share with such third parties Personal Identifiable Information, provided that such third party agree to not share the information. For example, we utilize third party credit card processing services and will share your credit card information with such service providers to facilitate payment. We and our service providers and partners use your Personally Identifiable Information to operate our sites and to deliver our services and Program Content.

Occasionally we may be required by law enforcement or judicial authorities to provide Personally Identifiable Information to the appropriate governmental authorities. We will disclose Personally Identifiable Information upon receipt of a court order, subpoena, or to cooperate with a law enforcement investigation. We fully cooperate with law enforcement agencies in identifying those who use our services for illegal activities. We reserve the right to report to law enforcement agencies any activities that we in good faith believe to be unlawful.

We may also provide Non-Personally Identifiable Information about our customers' traffic patterns, and related site information to third-party

advertisers, but these statistics do not include Personally Identifiable Information.

4. How can you update or correct your Personally Identifiable Information?

Where applicable and where our Sites or Apps allow for it, you may change any of your Personally Identifiable Information in your account online at any time by logging on to your account and editing your information.

We encourage you to promptly update your Personally Identifiable Information if it changes. You may ask to have the information on your account deleted or removed; however, because we keep track of past transactions, you cannot delete information associated with past transactions on the Site or App. In addition, it may be impossible to completely delete your information without some residual information because of backups.

5. What are your choices regarding collection, use, and distribution of your information?

We may, from time to time, send you e-mail regarding our services or about the services of affiliates or marketing/advertising partners. In addition, we may occasionally send you direct mail (including e-mail) about products and services that we feel may be of interest to you, such as offers from various providers. You will have the ability to opt-out of receiving such communications from us by following the instructions in such communications.

6. What security precautions are in place to protect against the loss, misuse, or alteration of your information?

At our Site, you can be assured that your Personally Identifiable Information is secure, consistent with current industry standards. The importance of security for all Personally Identifiable Information associated with our users is of utmost concern to us. Your Personally Identifiable Information is protected in several ways. Your Personally Identifiable Information resides on a secure server that only our selected personnel and contractors have access to via password. We encrypt your Personally Identifiable Information and thereby prevent unauthorized parties from viewing such information when it is transmitted to us.

Unfortunately, no data transmission over the Internet or any wireless network can be guaranteed to be 100% secure. As a result, while we strive to protect your Personally Identifiable Information, you acknowledge that: (a) there are security and privacy limitations of the Internet which are beyond our control; (b) the security, integrity and privacy of any and all information and data exchanged between you and us through this Site or App cannot be guaranteed; and (c) any such information and data may be viewed or tampered with in transit by a third party.

7. Do we use “cookies”?

When you use our Site or App we may store cookies on your computer or device in order to facilitate and customize your use of our Site/App. A cookie is a small data text file, which a website stores on your device that can later be retrieved to identify you to us. The cookies make your use of the Site/App easier, make the Site/App run more smoothly and help us to maintain a

secure site. You are always free to decline our cookies if your browser permits, but some parts of our Site/App may not work properly in that case.

8. What should you know about privacy policies and data collection at any third party sites accessible from our Site/App?

Our Site and/or App may feature links to third parties, such as the websites to other Partners, Affiliates or other Providers. Except as otherwise discussed in this Privacy Policy, this document only addresses the use and disclosure of information we collect from you. Other sites accessible through our Site or App have their own privacy policies and data collection, use and disclosure practices. Please consult each site's privacy policy.

We encourage our customers to contact us with questions or comments about our products and services. Please feel free to do so by sending an e-mail to andi@911lifestyle.com.

If you have any questions about this Privacy Policy, the practices of this site, or your dealings with this site, please contact us by sending us an email to andi@911lifestyle.com.

This Privacy Policy is effective as of 05/29/2005