

BETH HANKIN WELLNESS, LLC
PROGRAM POLICIES AND PROCEDURES

Beth Hankin Wellness, LLC (“BHW”, “we”, “us” or “our”) respects your privacy and is committed to protecting it through our compliance with these policies and procedures.

PRIVACY POLICY

This Privacy Policy (“Policy”) describes how we may collect, use and disclose information we receive from users of and visitors to the BHW website, the BHW on-line programs and the BHW social media pages (collectively referred to as “Website”), and third party links on the Website (“Apps”). This Policy only applies to information we collect in connection with providing goods and/or services, and through the Website, and Apps. Any user or visitor of the Website, and/or Apps, providing information to us, whether directly or indirectly, shall be referred to as “you”, “your” or “yours” in this Policy.

By using or visiting the Website and/or Apps, you agree to the collection and use of information in accordance with this Policy. IF YOU DO NOT AGREE WITH ANY PART OF THIS POLICY, OR IF YOU DO NOT AGREE WITH OUR TERMS AND CONDITIONS, OR IF YOU DO NOT CONSENT TO PROVIDE US YOUR PERSONAL INFORMATION FOR USE AS DESCRIBED IN THIS POLICY, THEN PLEASE DO NOT ENGAGE OUR SERVICES AND PLEASE DO NOT USE OR VISIT THE WEBSITE, OR APPS.

PLEASE REVIEW THIS POLICY CAREFULLY. This Policy is incorporated into and made part of our Terms and Conditions.

INFORMATION

We collect various kinds of information you provide to us, as well as information we obtain from your use of the services, Website, and Apps.

TYPES OF INFORMATION

Personal Information: For the purposes of this Policy, “Personal Information” or “Personal Data” refers to any information associated with or used to identify or contact an identifiable natural person. Personal Information includes but is not limited to your name, address, email address, telephone number(s), geographic location, location data about the location of the computer, mobile device or internet service you use, your purchase history, gender, date of birth, mental, economic, social identity, credit card information, and browsing habits on the Website, and/or a combination of such information.

Certain Personal Information, including information about your personal health or finances, is characterized as sensitive, and is subject to stricter regulation than other Personal Information. Before providing your sensitive information as a user of the Website, we urge you to carefully consider whether to disclose such sensitive information. If you provide sensitive information, you consent to its use and disclosure for the purposes and in the manner described in this Policy.

Communication Data includes any communication that you send to us whether that be through the contact, registration or history forms on the Website, through email, text, social media messaging or posting, or any other communication that you send us.

Customer Data includes data relating to any purchases of goods and/or services, such as your name, billing address, delivery address, email address, phone number, contact details, purchase details and your credit card details.

User Data includes data about how you use the Website, and any online services together with any data or Personal Information that you post for publication on the Website, or through other online services.

Marketing Data includes data about your preferences in receiving marketing from us and third parties and your communication preferences.

Technical Data which includes data about your use of the Website, such as your IP address, operating system, your login data, details about your browser, details about the number of times and length of your visits to the Website, your views and navigation paths, and other technology on the devices you use to access the Website.

Location Data, which is the location of the mobile device or computer used to access the Website, or Apps derived from GPS or WiFi use; the IP address of the mobile device or computer or internet service you use; and other information which may indicate your current or prior location.

WHAT INFORMATION DO WE COLLECT?

Whether we collect certain types of information and how we process it depends on how you use and access the Website and Apps. Some information is collected automatically through the use of cookies and similar data collection tools. We also collect your information when you voluntarily access, visit, use or register on the Website or Apps, place an order, voluntarily submit Personal Information, enter a contest or sweepstakes, respond to a survey or communication, such as e-mail, or participate in another Website or Programs feature.

We may ask you for your name, e-mail address, mailing address, phone number, credit card information or other information. You may, however, visit the Website anonymously, depending on your computer or mobile device privacy settings.

We also collect information about your gift recipients so that we can fulfill your gift purchases. We may ask you for your gift recipient's name, e-mail address, mailing address, phone number, or other information.

Like many websites, we use cookies to enhance your experience and gather information about users, visitors and visits to the Website. Please refer to the “Cookies” section below for information about cookies and how we use them.

When you access the Website through your social media accounts, depending on your privacy settings, we may have access to information that you have provided to the Website. We may use this information for the purposes described in this Policy. When you associate your social media account with your BHW account or the Website, you authorize us to have access to this information, and you agree that we may collect, use and store the information provided by social media services as described in this Policy.

ORDERING PRODUCTS ON OUR SITE

We will request information from you on our order forms for purchase of products. To buy from us, you must provide contact information (like name and shipping address) and financial information (like credit card number, expiration date). This information is used for billing purposes and to fill your orders. If we have trouble processing an order, we will use this information to contact you.

DISCLOSURE OF YOUR PERSONAL INFORMATION:

We may have to share your Personal Information with the parties set out below:

- Service providers who provide IT and system administration services.
- Professional advisers including lawyers, bankers, auditors and insurers.
- Government bodies that require us to report processing activities.
- 3rd party technology platforms and advertisers that support the running and growth of BHW.

We require all third parties to whom we transfer your data to respect the security of your Personal Information and to treat it in accordance with the law. We only allow such third parties to process your Personal Information for specified purposes and in accordance with our instructions.

HOW DO WE USE YOUR INFORMATION?

We may use the information we collect from you when you register, purchase products, enter a contest or promotion, respond to a survey or marketing communication, surf the Website, or use certain other Website or Programs features in the following ways:

- To personalize your Website or Programs experience and to allow us to deliver the type of content and product offerings in which you are most interested.
- To allow us to better service you in responding to your customer service requests.

- To quickly process your transactions.
- To administer a contest, promotion, survey or other site feature.

If you have opted-in to receive our email newsletter, free challenges, or a free e-book, we will send you educational and marketing emails.

If you would no longer like to receive promotional email from us, please refer to the “How can you opt-out, remove or modify information you have provided to us?” section below.

If you have not opted-in to receive email newsletters, you will not receive these emails.

Visitors who register or participate in other Website or Programs features such as marketing programs and ‘members-only’ content will be given a choice whether they would like to be on our email list and receive e-mail communications from us.

DATA SECURITY

We have put in place security measures to prevent your Personal Information from being accidentally lost, used, altered, disclosed, or accessed without authorization. We also allow access to your Personal Information only by those employees and partners who have a legitimate business need to know such data. They will only process your Personal Information per our instructions and they must keep it confidential. We have procedures in place to deal with any suspected Personal Information breach and will notify you and any applicable regulator of a breach if we are legally required to.

DATA RETENTION

We will only retain your Personal Information for as long as necessary to fulfill the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

When deciding what the correct time is to keep the data for, we look at its amount, nature and sensitivity, potential risk of harm from unauthorized use or disclosure, the processing purposes, if these can be achieved by other means and legal requirements. For tax purposes the law requires us to keep basic information about our customers (including Contact, Identity, Financial and Transaction Data) for seven years after they stop being customers.

In some circumstances, we may anonymize your Personal Information for research or statistical purposes and we may use this de-identified information indefinitely without further notice to you.

COOKIES

As you browse the Website, advertising cookies will be placed on your computer to help improve your experience and so that we can understand what you are interested

in. Cookies are files with small amounts of data, which may include an anonymous unique identifier. Cookies are sent to your browser from a website and are stored on your computer's hard drive and contain information about your computer, such as a user ID, user settings, browsing history and activities conducted while using our services. Cookies are not themselves personally identifiable, but may be linked to Personal Information that you provide to us through your interaction with the Website. Web browsers allow some control of most cookies through the browser settings. To opt out of cookies, find and select the settings tab of your internet browser and click "block third party cookies and site data" or de-select the "accept cookies" box.

HOW DO WE PROTECT USER AND VISITOR INFORMATION?

We implement a variety of security measures to maintain the safety of your Personal Information. Your Personal Information is contained behind secured networks and is only accessible by a limited number of persons who have special access rights to such systems, and are required to keep the information confidential. When you place orders or access your Personal Information, we offer the use of a secure server. All sensitive information you supply is transmitted via Secure Socket Layer (SSL) technology and then encrypted into our databases to be only accessed as stated above.

The security of your Personal Information is important to us, but be aware that no method of transmission over the Internet, or method of electronic storage, is 100% secure. While we endeavor to use commercially acceptable means to protect your Personal Information, we cannot guarantee its absolute security. We are not responsible for any interception or interruption of communications through the Internet or for changes to or losses of data.

Users and visitors to the Website, and Apps are responsible to maintain the security of their own passwords, user IDs or other forms of authentication. In order to protect you and your Personal Information, we may suspend your use of the Website, without notice pending an investigation, if any fraud or breach of security is suspected.

DO WE DISCLOSE THE INFORMATION WE COLLECT TO OUTSIDE PARTIES?

We do not sell, trade, or otherwise transfer to outside parties your Personally Identifiable information unless we provide you with advance notice, except as described below. This does not include website hosting partners and other parties who assist us in operating the Website, conducting our business, or servicing you, so long as those parties agree to keep this information confidential. We may also release your Personal Information when we believe release is appropriate to comply with the law, enforce our site policies, or protect ours or others' rights, property, or safety. Non-personally identifiable visitor or user information may be provided to other parties for marketing, advertising, or other uses.

HOW CAN YOU OPT-OUT, REMOVE OR MODIFY INFORMATION YOU HAVE PROVIDED TO US?

You can opt out, remove or modify your email subscriptions through the unsubscribe link at the bottom of each email. Please note that due to email

production schedules, you may receive any emails already in production. Please note that we may maintain information about an individual sales transaction in order to service that transaction and for record keeping.

THIRD PARTY LINKS

In an attempt to provide you with increased value, we may include third party links on the Website (the Apps). These linked sites have separate and independent privacy policies. We, therefore, have no control, responsibility or liability for the content and activities of these linked sites.

YOUR ACCESS TO AND CONTROL OVER INFORMATION

You may obtain the following information by contacting us via the email address or phone number given on the Website:

- See what data we have about you, if any.
- Change/correct any data we have about you.
- Have us delete any data we have about you, subject to exception for legal reasons.

CHANGES TO OUR POLICY

We may change our Policy at any time. If we decide to change our Policy, we will post those changes on this page. Policy changes will apply only to information collected after the date of the change. This Policy was last modified on July 15, 2022.

QUESTIONS AND FEEDBACK

We welcome your questions, comments, and concerns about privacy, and can be reached via email at: help@bethhankinwellness.com

TERMS AND CONDITIONS

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE. All users of the Beth Hankin Wellness (“BHW”) website, the BHW on-line programs and the BHW social media pages (collectively referred to as “Website”), agree that access to and use of this Website is subject to the following terms and conditions and other applicable law. If you do not agree to these terms and conditions, please do not use this Website.

These Terms and Conditions apply in full force and effect to your use of this Website and by using this Website, you expressly accept all terms and conditions contained herein in full. You must not use this Website if you have any objection to any of these Terms and Conditions.

COPYRIGHT

The entire content of this Website including but not limited to text, graphics and code is copyrighted as a collective work under U.S. and other copyright laws, and is the property of BHW. The collective work includes works that are licensed to BHW, ALL RIGHTS RESERVED.

You may display and, subject to any expressly stated restrictions or limitations relating to specific material, download or print portions of the material from the different areas of the Website solely for your own personal, non-commercial use, or to place an order with BHW or to purchase BHW products. Any other use, including but not limited to the reproduction, distribution, display or transmission of the content of this Website is strictly prohibited, unless specifically authorized by BHW in writing. You further agree not to change or delete any content or proprietary notices from materials downloaded from the Website.

TRADEMARKS

All trademarks, service marks and trade names of BHW used on the Website are trademarks or registered trademarks of BHW.

WARRANTY DISCLAIMER

This Website and the materials and products on this Website are provided “as is” and without warranties of any kind, whether express or implied. To the fullest extent permissible pursuant to applicable law, BHW disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement. BHW does not represent or warrant that the functions contained in the Website will be uninterrupted or error-free, that any defects will be corrected, or that this Website or the server that makes the Website available are free of viruses or other harmful components. BHW does not make any warranties or representations regarding the use of the materials on this Website in terms of their correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise. Some states do not permit limitations or exclusions on warranties, so the above limitations may not apply to you, but they are intended to apply to the full extent permitted by law.

LIMITATION OF LIABILITY

BHW shall not be liable for any special or consequential damages that result from the use of, or the inability to use, the materials on this Website or the performance of the products, even if BHW has been advised of the possibility of such damages. Applicable law may not allow the limitation of exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you, but it is intended to apply to the full extent permitted by law.

FOR EDUCATIONAL AND INFORMATIONAL PURPOSES ONLY

The information provided in or through this Website is for educational and informational purposes only and solely as a self-help tool for your own personal use.

DISCLAIMER – NOT CHILDREN DIRECTED

This Website and the information provided are not intended for use by children, consistent with the requirements of the Children's Online Privacy Protection Act ("COPPA"). If we learn we have received any information directly from a child under age 13 without first receiving their parent's verified consent, we will use that information only to respond to inform the child (or their parent or legal guardian) that they are prohibited from using the Website and we will delete that information.

NO LEGAL OR FINANCIAL ADVICE

BHW, and its associates, employees and consultants are not attorneys, accountants or financial advisors, nor are we holding ourselves out to be. The information contained in this Website is not intended to be a substitute for legal or financial advice that can be provided by your own attorney, accountant, and/or financial advisor. Although care has been taken in preparing the information provided to you, we cannot be held responsible for any errors or omissions, and we accept no liability whatsoever for any loss or damage you may incur. Always seek financial and/or legal counsel relating to your specific circumstances as needed for any and all questions and concerns you now have, or may have in the future. You agree that the information on the Website is not legal or financial advice.

PERSONAL RESPONSIBILITY

You aim to accurately represent the information provided to us on or through the Website. You acknowledge that you are participating voluntarily in using the Website and that you are solely and personally responsible for your choices, actions and results, now and in the future. You accept full responsibility for the consequences of your use, or non-use, of any information provided on or through this Website, and you agree to use your own judgment and due diligence before implementing any idea, suggestion or recommendation from the Website to your life, family or business.

CODE OF CONDUCT

You may not use BHW or the Website for any illegal or unauthorized purpose. In addition to the laws of the Commonwealth of Massachusetts, you also agree to comply with all local laws that apply to your use of the Website. You may not use the Website in any manner which could disable, overburden, damage, or impair the Website, or interfere with any other party's use and enjoyment of the Website. You agree that you are responsible for your own conduct and communications while using the Website and for any consequences of that use. You agree that when using the Website, you will not post or upload any inappropriate, promotional, defamatory, destructive, obscene, or unlawful content; defame, abuse, harass, or otherwise violate the legal rights (such as rights of privacy and publicity) of others or upload dangerous or harmful files. BHW reserves the right to remove individuals from our community in instances of suspected misconduct immediately and without notice.

NO GUARANTEES

BHW seeks to support and assist you in reaching your own goals, but your success depends primarily on your own effort, motivation, commitment and follow-through. BHW cannot predict and does not guarantee that you will attain a particular result, and you accept and understand that results differ for each individual. Each individual's results depend on his or her unique background, dedication, desire, motivation, actions, and numerous other factors. You fully agree that there are no guarantees as to the specific outcome or results you can expect from using the information you receive on or through this Website.

PURCHASES AND SUBSCRIPTIONS

If you wish to purchase any product or service made available through the Website ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your name, phone number, email address, physical address, credit card information and geographic location. Please review our Privacy Policy for more information on how we use your Personal Information. Some of the products may be billed on a subscription basis as outlined on the sales and check out pages of the Website. You understand and agree to be billed in advance on a recurring basis for any programs as set forth in the programs subscription agreement.

EARNINGS DISCLAIMER

Any earnings, income statements or examples shown through the Website are only estimates of what might be possible now or in the future. There can be no assurance as to any particular financial outcome based on the use of the Website. You agree that Beth Hankin and/or BHW are not responsible for your earnings, 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 or may not have as a result of information presented to you through the Website. You are solely responsible for your results.

INDEMNIFICATION AND RELEASE OF CLAIMS

You hereby fully and completely hold harmless, indemnify and release BHW. and any of its agents, consultants, affiliates, team members, joint venture partners, employees, shareholders, directors, staff, team members, or anyone otherwise affiliated with the business of and from any and all causes of action, allegations, suits, claims, damages, or demands whatsoever, in law or equity, that may arise in the past, present or future that is in any way related to the Website.

ERRORS AND OMISSIONS

Although every effort is made to ensure the accuracy of information shared on or through this Website, the information may inadvertently contain inaccuracies or typographical errors. You agree that BHW is not responsible for the views, opinions, or accuracy of facts referenced on or through the Website, or of those of any other individual or company affiliated with our business or Beth Hankin in any way. Because

scientific, technology and business practices are constantly evolving, you agree that BHW is not responsible for the accuracy of the Website, or for any errors or omissions that may occur.

NO ENDORSEMENT

References or links on the Website to the information, emails, opinions, advice, blogs, videos, programs, products and/or services of any other individual, business or entity do not constitute our formal endorsement. BHW is merely sharing information for your own self-help. BHW is not responsible for the content of any such references or links on the Website. Conversely, should the Website link appear in any other individuals, businesses or entities Website, program, product or services, it does not constitute our formal endorsement of them, their business or their Website either.

AFFILIATES

From time to time, we may promote, affiliate with, or partner with other individuals or businesses whose programs, products and services align with ours. There may be instances when we promote, market, share or sell programs, products or services for other partners and in exchange we may receive financial compensation or other rewards. BHW is highly selective and only promotes the partners whose programs, products and/or services we respect. At the same time, you agree that any such promotion or marketing does not serve as any form of endorsement whatsoever. You are still required to use your own judgment to evaluate and determine whether or not any such program, product or service is appropriate for you. You are assuming all risks, and you agree that BHW is not liable in any way for any program, product or service that we may promote, market, share or sell on or through the Website.

VARIATION

BHW shall have the right in its absolute discretion at any time and without notice to amend, remove or vary the Services and/or any part of the Website.

SEVERABILITY

If any provision of these Terms and Conditions is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms and Conditions unenforceable or invalid as a whole, and such unenforceable or invalid provisions shall be deleted without affecting the remaining provisions herein.

ENTIRE AGREEMENT

These Terms and Conditions, including any legal notices and disclaimers contained on this Website, constitute the entire agreement between BHW and you in relation to your use of the Website, and supersede all prior agreements and understandings with respect to the same.

By using the Website you are agreeing to all parts of the above Terms and Conditions.

If you have any questions about these Terms and Conditions, please contact Help@BethHankinWellness.com.

Refund/Declined Payment

All program fees are subject to applicable taxes.

Upon payment for a particular Program, client has full access to all of that Program's information. We do not offer a refund once a client is granted access to a Program.

If the Client chooses the monthly payment plan, they will be charged the initial payment at the time of enrolling, followed by installments every 30 days for the remaining months, on the same day of the month.

If the Client chooses the monthly payment plan, they are responsible for ensuring that their account remains in good standing for the entire duration and with all payments required of the Program. If a payment is missed, the Client will have five (5) business days to bring their account into good standing after the declined payment. If the account is not brought into good standing within five (5) business days, the Client's Program will be put on hold and access will be denied until the account is brought into good standing.

Program access

The Back to Me Program ("BTM") is a 16-week/12-module group coaching program. Clients are expected to complete one module of BTM each week and have four (4) additional weeks at the end of module 12 for added time and support. The BTM start date is defined as the agreed upon start date and the BTM end date is defined as 16 weeks from that start date.

BHW has the right to modify BTM at any time for any reason and will ensure that the Client is provided with applicable updates if they are within the program duration.

At the BTM end date (16 weeks after the agreed upon start date) client access to the content hub and private client Facebook group will be removed. Clients wishing to continue with support after the end of BTM will be provided with options in the later weeks of the program.

Office Hours/Customer service:

For any billing or customer service requests email: Help@BethHankinWellness.com.
We will respond to you within two (2) business days.