

DEBRA GERSON PRIVACY POLICY

Last Modified: July 6, 2017

1. Introduction

The Debra Gerson website (“DG”) is dedicated to protecting your personal information and informing you about how we use your information. This Privacy Policy applies to your use of the DG services including the DG website (collectively “Site”). This Privacy Policy should be read in conjunction with the Terms of Service and is wholly integrated into the Terms of Service as one agreement. Where no definitions are given, any proper nouns will have the same definitions and meanings as defined by the Terms of Service. Please review this Privacy Policy periodically as we may revise it from time to time without notice. If you do not agree with or accept our Privacy Policy in its entirety, you must not access or use the Site.

2. Information Collected

At DG, we collect personally identifiable information (“PII”) and non-personally identifiable (“Non-PII”) information from you. Personally identifiable information is information that can be used to identify you personally. Non-personally identifiable information is information that must be combined with other information to identify you personally.

Personally Identifiable Information Collected

You will not be required to provide us any information when you visit our Site. However, in order to fully use our Site, we may collect PII such as your name, email, address, date of birth, telephone number, payment information, payment information, and age. Please be aware that your payment information may be shared with and stored by our third party payment processors.

Non-Identifying Information

Whenever you use our website, we may collect non-identifying information from you, such as your IP address, location, age, zip code, gender, browsing history, search history, and registration history, interactions with the website, location, referring URL, browser, operating system, data usage, data transferred, cell phone provider, and Internet Service Provider. As we value your privacy, only anonymized interactions will be collected through the Site. We may also collect information including but not limited to postings you make on the public areas of our website, messages you send to us, and

correspondence we receive from other members or third parties about your activities or postings.

3. Use of Your Information

Some of your information will be visible to other users of the Site to facilitate communication between users. We will never sell your information without your permission; however you agree that we may use your information in the following ways:

- To provide services to you and to operate the DG Site.
- To share with other users and to enhance or improve our users' experiences.
- To contact you and to respond to inquiries via email, text, or electronic communications.
- To process your transactions.
- To share your information with third party partners or third parties hired by us to perform functions and provide services to us on the condition that the third parties use your information only on our behalf and pursuant to our instructions.

Additionally, we may give your information to law enforcement if we are compelled to by a court order, if there has been a violation of any US laws or if a violation of the Terms of Service or Privacy Policy has occurred.

4. Accessing, Editing, and Removing Your Information

You will be able to access any PII contained in your account through our Site. You may edit that PII by removing or changing the content listed in your account. If you have any questions or wish to review, change, or access any other PII or Non-PII collected by us, please contact us at info@debragerson.com. Additionally, if you wish to opt out of our data collection practices or would like us to remove any of your PII or Non-PII, please contact us at info@debragerson.com. After you have cancelled your account please be aware that we may keep inaccessible copies of your information for a commercially reasonable period and subject to our data retention policies.

5. Cookies

Cookies are small pieces of code that help us remember your preferences, manage your advertising preferences, remember your purchases and your cart, and to identify your computer. Therefore, you must have cookies enabled for our Site to function properly.

6. Third Party Access to Your Information

Although you are entering into an Agreement with DG to disclose your information to us, we do use third party individuals and organizations to assist us, including contractors, web hosts, and others to allow you to access the Site.

Throughout the course of our provision of our services to you, we may delegate our authority to collect, access, use, and disseminate your information. It is therefore necessary that you grant the third parties we may use in the course of our business the same rights that you afford us under this Privacy Policy. For this reason, you hereby agree that for every authorization which you grant to us in this Privacy Policy, you also grant to any third party that we may hire, contract, or otherwise retain the services of for the purpose of operating, maintaining, repairing, or otherwise improving or preserving our website or its underlying files or systems. You agree not to hold us liable for the actions of any of these third parties, even if we would normally be held vicariously liable for their actions, and that you must take legal action against them directly should they commit any tort or other actionable wrong against you.

7. Law Enforcement and Third Parties

You agree that we may disclose your information to authorities if compelled to by a court order. Additionally, you agree that we may preserve or disclose your information if we reasonably believe that you have violated US laws, the terms of our Terms of Service or Privacy Policy, or if we believe that a third party is at risk of economic or bodily harm. In the event that we receive a subpoena affecting your privacy, we may elect to notify you to give you an opportunity to file a motion to quash the subpoena, or we may attempt to quash it ourselves, but we are not obligated to do either. We may also proactively report you and release your information without receiving any request to third parties where we believe that it is proper to do so for legal reasons, where your actions violate any laws of the United States or any other country having jurisdiction over us, our Site, or our Terms of Service. You release us from any damages that may arise from or relate to the release of your information to a request from law enforcement agencies, third parties, or private litigants. We may release your information under the conditions listed in this paragraph whether it is to individuals or entities and to any state or national authorities, as required.

8. Opt Out of Commercial, Non-Commercial Communications and Do Not Track

If you decide to provide us with your contact information, you agree that we may send you communications via the Site, text message, or emails. However, you may unsubscribe from certain communications by notifying DG that you no longer wish to receive these communications, we will endeavour to promptly remove you from our Site once we have received that request. We currently do not offer functionality for you to

opt out through “do not track” listings. If you wish to opt out of certain communications or information collection, please contact us at info@debragerson.com.

9. Third Parties

DG or other users may post links to third party websites on Site, which may include information that we have no control over. When accessing a third party Site through our Site, you acknowledge that you are aware that these third party websites are not screened for privacy or security issues by us, and you release us from any liability for the conduct of these third party websites.

Please be aware that this Privacy Policy, and any other policies in place, in addition to any amendments, does not create rights enforceable by third parties. DG bears no responsibility for the information collected or used by any advertiser or third party website. You must review their Terms of Service and Privacy to understand how their information collection practices work.

10. Security Measures

We make reasonable attempts to protect your information by using physical and electronic safeguards including SSL certificates, vulnerability scanning, and PCI/DSS compliant hosting. However, as this is the Internet, we can make no guarantees as to the security or privacy of your information. For this reason, we recommend that you use anti-virus software, routine credit checks, firewalls, and other precautions to protect yourself from security and privacy threats.

11. Your California Privacy Rights

DG permits residents of the State of California to use its Site, and complies with the California Business and Professions Code §§ 22575-22579. If you are a California resident you may request certain information regarding our disclosure of personal information to any third parties for their direct marketing purposes. Various provisions throughout this Privacy Policy address requirements of the Californian privacy statutes. Although we do not disseminate your information to third parties without permission, you must presume that we collect electronic information from all visitors. You may contact us at info@debragerson.com with any questions.

12. Age Compliance

We intend to fully comply with American and international laws respecting children’s privacy including COPPA. Therefore, we do not collect or process any information for any persons under the age of 18. If you are under 18 and using our Site, please stop immediately and do not submit any information to us. In the event that we have

inadvertently collected any information from users under the age of 18 please contact us immediately.

13. International Transfer

Your information may be transferred to - and maintained on - computers located outside of your state, province, country, or other governmental jurisdiction where the privacy laws may not be as protective as those in your jurisdiction. Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer. PII and Non-PII that is submitted to DG will be collected, processed, stored, disclosed and disposed of in accordance with applicable U.S. law and this policy. If you are a non-U.S. member, you acknowledge and agree that DG may collect and use your Information and disclose it to other entities outside your resident jurisdiction. In addition, such information may be stored on servers located outside your resident jurisdiction. U.S. law may not provide the degree of protection for information that is available in other countries.

14. Merger and Acquisition

In the event that DG is involved in a bankruptcy, merger, acquisition, reorganization or sale of assets, your information may be sold or transferred as part of that transaction. Please be aware that once the information is transferred your privacy rights may change.

15. Amendments

Like our Terms of Service, we may amend this Privacy Policy from time to time. When we amend this Privacy Policy, we will modify the date listed on this Agreement or we may contact you. You must agree to the amendments as a condition of your continued use of our Site. If you do not agree, you must immediately cease using our Site and notify us of your refusal to agree by e-mailing us at info@debragerson.com.