

# Natures Frequencies

## PRIVACY POLICY

01/01/2020 Page 1 of 5

**OUR PRIVACY POLICY IS PART OF AND SUBJECT TO, THESE TERMS AND CONDITIONS OF USE. ANTI-SPAM POLICY IS PART OF THESE TERMS AND CONDITIONS.**

We use your data to provide and improve Natures Frequencies service and support. By using Natures Frequencies, you agree to the collection and use of information in accordance with this policy. Unless otherwise defined in this Privacy Policy, terms used in this Privacy Policy have the same meanings as in our Terms and Conditions, accessible from <https://www.naturesfrequencies.com> and an affiliates personal replicated Website.

### 1. Minors

We do not provide services or sell products to children. If you are below the age of 18, you may use our Website only with the permission and active involvement of a parent or legal guardian. If you are a minor, please do not provide us or other Website visitors with any personal information.

### 2. Content Ownership

All content on our Website is owned by Natures Frequencies and/or our partners and content suppliers. On behalf of Natures Frequencies and our partners and content suppliers, we claim all property rights, including intellectual property rights, for this content and you are not allowed to infringe upon those rights. We will prosecute to the fullest extent of the law anyone who attempts to use or steal our property. You agree not to copy content from our Website without our permission. Any requests to use our content should be submitted to us by e-mail.

**THESE PAGES INFORM YOU OF OUR POLICY/POLICIES COLLECTION, USE AND DISCLOSURE OF PERSONAL DATA WHEN INTERACTING WITH NATURESFREQUENCIES AND THE CHOICES YOU HAVE ASSOCIATED WITH THAT DATA.**

We use your data to provide and improve Natures Frequencies service and support. By using Natures Frequencies, you agree to the collection and use of information in accordance with this policy. Unless otherwise defined in this Privacy Policy, terms used in this Privacy Policy have the same meanings as in our Terms and Conditions, accessible from <https://www.naturesfrequencies.com> and an affiliates personal replicated Website.

### 3. Definitions

COMPANY is [www.naturesfrequencies.com](http://www.naturesfrequencies.com) Website operated by Natures Frequencies

PERSONAL DATA is data about a living individual who can be identified from the data (or from those and other information in our possession or likely to come into our possession).

USAGE DATA is data collected automatically either generated using the Natures Frequencies Website or service(s) or from the support infrastructure itself. COOKIES are small pieces of data stored on your device (computer or mobile device). DATA CONTROLLER is the natural or legal person who (either alone or jointly or in common with other persons) determines the purposes for which and the way any personal information are, or are to be, processed. Or the purpose of this Privacy Policy, we are a Data Controller of your Personal Data.

DATA PROCESSORS (Service Providers) are any legal person who processes the data on behalf of the Data Controller. We may use the services of various Service Providers in order to process your data more effectively.

DATA SUBJECT (User) is any living individual who is using Natures Frequencies, and our service and is the subject of Personal Data.

INFORMATION COLLECION & USE is several different types of information collected for various purposes to provide and improve our company, product and service to you.

DATA TYPE is personal data collected while using our company, product, service. We may ask you to provide us with certain personally identifiable information that can be used to contact or identify you ("Personal Data"). Personally, identifiable information may include, but is not limited to:

- First Name / Last Name
- Phone Number
- Address
- City/State/Province
- ZIP/Postal Code
- Email Address

COOKIES & USAGE DATA is Personal Data used to contact you with newsletters, marketing or promotional materials and other information that may be of interest to you. You may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or instructions provided by e-mail.

USAGE DATA collected information how Natures Frequencies is accessed and used (“Usage Data”). This Usage Data may include information such as your computer’s Internet Protocol address (e.g. IP address), browser type, browser version, the pages of our Service that you visit, the time and date of your visit, the time spent on those pages, unique device identifiers and other diagnostic data.

TRACKING & COOKIES DATA are tracking technologies to track the activity on our company, product and services and hold certain information. You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our Website.

#### **4. Use of Data**

The collected data can be used for various purposes:

- To provide and maintain our company, product & services
- To notify you about changes
- To allow you to participate in interactive features when you choose to do so
- To provide customer support
- To gather analysis or valuable information so that we can improve
- To monitor the usage
- To detect, prevent and address technical issues
- To provide you with news, special offers and general information about other goods, services and events which we offer that are similar to those that you have already purchased or inquired about unless you have opted not to receive such information

#### **5. Legal Basis**

##### **Processing Personal Data Under General Data Protection Regulation (GDPR)**

- We need to perform a contract with you
- You have given us permission to do so
- The processing is in our legitimate interests and it’s not overridden by your rights
- For payment processing purposes
- To comply with the law

#### **6. Data Retention**

Use of your Personal Data to the extent necessary to comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes, and enforce our legal agreements and policies.

#### **7. Transfer of Data**

Information, including Personal Data, may be transferred to — and maintained on — computers located outside of your state, province, country or other governmental jurisdiction where the data protection laws may differ than those from your jurisdiction.

If you are located outside United States and choose to provide information to us, please note that we transfer the data, including Personal Data, to United States and process it there.

Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer.

#### **8. Legal Requirement**

Use of your Personal Data in the good faith that such action is necessary to:

- To comply with a legal obligation
- To protect and defend the rights or property of Natures Frequencies
- To prevent or investigate possible wrongdoing
- To protect the personal safety of users
- To protect against legal liability

### **9. Security of Data**

The security of your data is important to us but remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect your Personal Data, we cannot guarantee its absolute security. You have the right to access, update or to delete the information we have on you. Whenever made possible, you can access, update or request deletion of your Personal Data directly within your account settings section. If you are unable to perform these actions yourself, please contact us to assist you.

The right of rectification. You have the right to have your information rectified if that information is inaccurate or incomplete.

### **10. Service Providers**

We may employ third party companies and individuals to facilitate our Service (“Service Providers”), to provide the Service on our behalf, to perform Service-related services or to assist us in analyzing how our Service is used.

These third parties have access to your Personal Data only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.

### **11. Analytics**

We may use third-party Service Providers to monitor and analyze the use of our Service.

### **12. Behavioral Remarketing**

Use of remarketing services to advertise on third party websites to you after you visited our service. We and our third-party vendors use cookies to inform, optimize and serve ads based on your past visits to our Service.

### **13. Google AdWords**

Google AdWords remarketing service is provided by Google Inc. You can opt-out of Google Analytics for Display Advertising and customize the Google Display Network ads by visiting the Google Ads Settings page:

<http://www.google.com/settings/adsGoogle>

### **14. Facebook**

Use of remarketing service is provided by Facebook Inc. You can learn more about interest-based advertising from Facebook by visiting this page:

<https://www.facebook.com/help/164968693837950To>

opt-out from Facebook’s interest-based ads follow these instructions from Facebook:

<https://www.facebook.com/help/568137493302217>

### **15. Payments**

We may provide paid products and/or services within the Service. In that case, we use third-party services for payment processing (e.g. payment processors). We will not store or collect your payment card details. That information is provided directly to our third-party payment processors whose use of your personal information is governed by their Privacy Policy. These payment processors adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like Visa, Mastercard, American Express and Discover. PCI-DSS requirements help ensure the secure handling of payment information.

### **16. Children’s Privacy**

Our company does not address anyone under the age of 18 (“Children”). We do not knowingly collect personally identifiable information from anyone under the age of 18. If you are a parent or guardian and you are aware that your Children has provided us with Personal Data, please contact us. If we become aware that we have collected Personal Data from children without verification of parental consent, we take steps to remove that information from our servers

#### **17. Changes To This Privacy Policy**

We may update our Privacy Policy from time to time. We will notify you of any changes by posting the new Privacy Policy on this page.

We will let you know via email and/or a prominent notice on our Service, prior to the change becoming effective and update the “effective date” at the top of this Privacy Policy.

You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.

#### **18. Contact Us**

If you have any questions about this Privacy Policy, please contact our website: <https://www.naturesfrequencies.com>

#### **19. Anti-Spam Policy**

We fully endorse and comply with the requirements of the CAN-SPAM Act of 2003 (Controlling the Assault of Non-Solicited Pornography and Marketing Act), and all other applicable unsolicited commercial e-mail laws.

If you subscribe to electronic newsletters or other communications from our Website, you will always have an option to unsubscribe immediately. If you have additional questions, comments or concerns, please contact us by e-mail and providing us with information relating to your concern.

#### **20. Testimonial Disclaimer**

Any case studies, testimonials, examples, and illustrations cannot guarantee that the user will achieve similar results. In fact, your results may vary significantly and factors such as your market, personal effort and many other circumstances may and will cause results to vary.

#### **21. External Links Policy**

Our Website contains hypertext links to websites and other information created and maintained by other individuals and organizations. These links are only provided for your convenience. We do not control or guarantee the accuracy, completeness, relevance, or timeliness of any information or privacy policies posted on these linked Websites. You should know that these Websites may track visitor viewing habits.

We review our Website periodically for broken or out-of-date links. Any and all links may be posted, altered, or removed at any time. To report problems with links on our website, or for more information about this policy, please send us an e-mail.

#### **22. Offensive Content**

We are not responsible for any obscene or offensive content that you receive or view from others while using our website. However, if you do receive or view such content, please contact us by e-mail so that we can investigate the matter.

#### **23. Indemnification**

You understand and agree that you will indemnify, defend and hold Natures Frequencies and our affiliates harmless from any liability, loss, claim and expense, including reasonable attorney’s fees, arising from your use of our Website or your violation of these terms and conditions.

#### **24. Compliance with Governing Law & Dispute Resolution**

You agree to obey all applicable laws while using our Website. You also agree that any dispute between you and us, excluding any intellectual property right infringement claims we pursue against you, shall be settled solely by confidential binding arbitration per the American Arbitration Association commercial arbitration rules. All claims must arbitrate on an individual basis, and cannot be consolidated in any arbitration with any claim or controversy of anyone else. All arbitration must occur in Plymouth County, MA, USA. Each party shall bear one half of the arbitration fees and costs incurred, and each party is responsible for its own lawyer fees.

#### **25. Breaking These Terms & Conditions**

If any part of these terms and conditions of use are determined by a court of competent jurisdiction to be invalid or unenforceable, that part shall be limited or eliminated to the minimum extent necessary so that the remainder of these terms and conditions are fully enforceable and legally binding.

**26. HOW TO CONTACT US**

Any questions or concerns about these terms and conditions of use should be brought to our attention by e-mail, [office@naturesfrequencies.com](mailto:office@naturesfrequencies.com) and providing us with information relating to your concern.

**27. ENTIRE AGREEMENT**

These terms and conditions, including the policies incorporated herein by express reference, constitute your entire agreement with us with respect to your use of our website.