

## **PRIVACY POLICY**

December 27, 2021

This Privacy Policy describes the terms of our commitment to your privacy.

### **PERSONS OR PARTIES COVERED**

This **Privacy Policy** incorporates by reference the **Terms and Conditions** and is intended to cover all visitors to this website, all subscribers to lists or newsletters whether paid or unpaid, all members or affiliates whether paid or unpaid, and all customers.

Persons who visit or view this website, whether intentionally or unintentionally, whether solicited or unsolicited, are described herein as “Visitors” and are parties to this Privacy Policy.

Subscribers to lists or newsletters are referred to herein as “Subscribers” and are parties to the Privacy Policy. Persons who join an organization or marketing endeavor (e.g. “affiliates”) promoted by this website are called “Members” herein and are covered by this Privacy Policy.

Finally, anyone who orders, attempts to order, or receives a product sold (recipients) or advertised on or delivered from this website, even if at no cost, is called a “Customer” herein and is subject to this Privacy Policy not only by passive acceptance, but by virtue of the Purchase Agreement.

The website, its agents, owners, operators, and employees are referred to collectively herein as “Website,” “Site,” and/or “Seller.”

### **PERSONS EXCLUDED FROM THIS WEBSITE ARE STILL COVERED**

In the event that a person excluded from this Website because of the Terms and Conditions or due to denial of service by the Website, who nonetheless unlawfully view this Site, will remain subject to the terms of this Privacy Policy and will be in violation of the Terms and Conditions.

### **PERSONS UNDER 13 YEARS OF AGE ARE EXCLUDED FROM THIS WEBSITE**

This Website is not lawfully accessible or intended for persons under the age of 13 or who are otherwise covered by the provisions of the Child Online Privacy Act of 1998 (COPA). The Website does not knowingly collect information from or market to children under the age of 18. If you are under the age of 13 you must leave this Site immediately. Fraudulent use of this Website may subject you to civil or criminal sanctions.

### **ACCEPTANCE OF THE TERMS OF THIS POLICY**

Acceptance of the terms of this Privacy Policy is a portion of the consideration required for your right to visit the Website. If you do not accept these terms, you have no right to visit this Site. Please note, that viewing, using, and or communicating with the Website is considered acceptance of this Privacy Policy.

### **TYPES OF INFORMATION WE COLLECT**

This Website routinely collects information about its Visitors, Subscribers, Members, and Customers. This information is obtained in various ways, such as:

1. INFORMATION OBTAINED FROM REGISTRATION

Registration means that the Visitor, Subscriber, Member or Customer takes active steps to communicate or transmit information to this Website. This can include names, home and business addresses, email addresses, Internet Protocol (IP) addresses and mobile/landline/business/personal telephone numbers provided during Registration. This information may also include pages or 'pop ups' where you register for a newsletter or subscribe to a mailing list; it can include your participation in visitor surveys; it can include requesting information from the Website via email, mail, or courier; it may be from joining an affiliate program or other membership organization, paid or unpaid; it may be from ordering a product.

2. INFORMATION OBTAINED DURING ONLINE ORDERING OR PURCHASE

3. INFORMATION OBTAINED FROM SITE USE

Visitor's Site usage (e.g. browsing history, search terms, number of clicks, referring/exit pages, date/time stamp, time on Site), may also be collected. Visitor's products and services viewed, including advertisements for such products and services, computer type, operating system, platform type, and internet service provider information may also be collected.

4. INFORMATION OBTAINED FROM VISITOR INTERACTION WITH BANNERS, POPUPS, OR SITE ADVERTISERS

Visitors clicking on banners or pop-ups or hyperlinked advertising, appearing on this Website must assume that information is being collected about them by third parties. This Site is not responsible for the use of information collected in such a fashion. Visitors must assume that (1) information will be collected, (2) that 'cookies' will usually be placed on their hard drive, (3) that the Website does not have any control over what happens with this information, (4) that the Website takes no responsibility over the accuracy or content of advertisers, (5) that the Website is not responsible for downloads from third party advertisers that contain viruses or worms or other computer code that causes their computer or software harm, and (6) that the Website assumes no responsibility for the data that is garnered from the click itself or that the advertiser collects.

5. INFORMATION OBTAINED FROM REFERRING EMAIL OR REFERRING URLS

If you send a friend an email from this Site or if you send the URL or one of our web pages to a friend, you must assume that some data is collected about your IP address or your email address and that of your friend. You must assume that referred emails or web pages may appear to come from your email. You must accept full responsibility for referring pages or email to a friend and you agree to indemnify this Site for any damage, intentional or unintentional that results from said referrals.

6. INFORMATION OBTAINED FROM VOLUNTARY VISITOR, SUBSCRIBER, MEMBER OR CUSTOMER SURVEYS

Unless otherwise specified in the survey, you must assume that any information provided to the Website as part of a survey in which you participate may be used for general solicitation for commercial purposes and that such information will be shared with joint venture partners, affiliates, marketing organizations or used by the Site itself for product design or solicitation purposes.

#### 7. INFORMATION OBTAINED FROM ELECTRONIC MEANS, COOKIES, AND OTHER WEB DEVICES

Many websites, including this one, will collect information about your computer, including your email address, and your IP address. You must assume that your web-viewing or web-use activity is monitored, tracked, and that your information is collected. This information is not usually of a personal nature, but it may help define your viewing habits and product preferences even though the Website may or may not have any idea who you are.

“Cookies” is web jargon or bits of computer code placed on your hard drive. Websites use this to keep you “logged in,” to keep track of search criteria, to monitor use, to password protect use of the Site or use of products sold by the Site. Cookies can also be used to obtain information about your computer configuration or your computer usage.

Cookies can be used to electronically gather information about you. Again, it may or may not be personal information, but it is information and by using this Site you are expressly giving permission to use “cookies” and to use the information gathered from such. You also give permission to collect, archive, retrieve, and use any information collected for product design, product offers to you, and general commercial solicitation purposes by this Site or its joint venture partners, affiliates, and marketing organizations.

If you use this Website without changing your cookie settings, you are consenting to receive all cookies from our Website. If you do not allow cookies, some features and functionality of our Website may not operate optimally. In addition to cookies, the Website allows certain third parties to place technological tools such as beacons on our Website for the purposes listed in this Privacy Policy.

#### 8. INFORMATION OBTAINED FROM VISITOR EMAIL INQUIRIES

Visitors who wish to communicate with the Website do so under two conditions: (1) they give their permission to be contacted by the Website; (2) they are subject to any and all “submission” provisions of the Terms and Conditions, Purchase Agreement, and this Privacy Policy. While your email address may or may not be used to solicit you, it is added to the Website’s general solicitation database.

#### **HOW INFORMATION MAY BE SHARED**

1. The Website may share information with third parties for the completion of various service requests and to perform business functions (e.g. providing services, support, consulting, and registration).

2. The Website may share information as required by law or to protect itself with regard to legal orders or requirements served on the Website; to protect and defend the Website's rights or property (including intellectual property); or to protect the safety or personnel of the Website.
3. The Website may share data with third parties to offer Viewers more targeted products or services. Viewers may request that their information be removed from such lists by contacting the Website through the "Contact Information" section, below.
4. The Website may share information with third parties to enable the Website to take security measures to help protect against unauthorized access to, alteration, disclosure, or destruction of data.

#### **HOW INFORMATION MAY BE USED**

1. CUSTOMER EMAIL OR TESTIMONIALS

If you are a Customer and send an email to the Website, or if you communicate with the Site by phone or mail, the Website collects information about your communication and by communicating with the Site you give the Website your permission to collect, archive, retrieve, and otherwise use any information collected as the Site sees fit. Any communication which, in its sole discretion, the Site deems to be a testimonial, may be publicized for commercial purposes without further notice to you.

#### **INFORMATION THAT IS NOT SHARED**

Credit card information or other financial information is not usually known to the Website. However, if it is made known, that information is never revealed to anyone except to processing authorities or law enforcement agencies. However, the provider of any such information gives express permission to use it in fraud investigation or for purposes of litigation.

#### **BULLETIN BOARDS AND PUBLIC FORUMS**

Visitors, Subscribers, Members, or Customers who use any Site provided bulletin boards or other public forums do so at their own risk. You may not assume that the Site monitors these services or protects you in any manner from information you post publicly or share with anyone else via these services.

#### **SPAM**

By providing to this Website information that forms the basis of communication with you, such as an email address, you waive all rights to file complaints concerning unsolicited email or spam from this Website since, by providing such information, you agree to receive communication from us and/or other marketing organizations. However, all email communication with you shall contain an 'unsubscribe' link where you may notify the Website that you no longer wish to receive solicitations or information from the Website and your name will be removed from the general solicitation database at that time.

## **DATA SECURITY**

This Website implements commercially reasonable security measures to protect data that contains information related to you from unauthorized access, use, alteration, or disclosure. However, as a consideration for viewing this Site or interacting with this Site in any manner, you waive all claims of any nature against this Site concerning the loss, alteration, or misuse of information. You must assume that it is possible for your personal data to be obtained by others, such as “hackers,” and used in an inappropriate manner that may cause you harm and you hereby agree that the Site is not responsible for any damages to you.

## **USER ID AND PASSWORDS**

Certain areas of the Site require a user ID, email address, or password as an additional security measure that helps protect your information. To help protect your privacy, these sites have tools to help you log in and out.

## **LINKING TO OTHER INTERNET SITES**

Please note that other Internet sites that are linked from the Website or from an email message may contain privacy provisions different from the provisions of this Privacy Policy. To ensure your privacy is protected, we recommend that you review the privacy statements of these other linked sites, or applications.

## **TRANSMISSION OF INFORMATION TO OTHER COUNTRIES**

Your information is processed in the United States, where privacy laws may be less rigorous or different than the laws in your country of residence. By submitting your information to the Website, you agree to the transfer, storage, and processing of your information in the United States.

## **BREACH NOTIFICATION**

In the event the Website determines that there has been a data security incident, it will notify you by email, U.S. mail, telephone, or other means as permitted by law.

## **CONTACT INFORMATION**

You may direct questions, comments, requests for information, or incident reports to:  
ed@edberry.com

## **REVISIONS TO THIS PRIVACY POLICY WITHOUT NOTICE**

This Privacy Policy is dynamic. It will continually change over time. You may not assume that it remains the same and you agree to check the policy each time you visit the Site for changes. If in the sole opinion of the Website, this policy is materially changed, it may post notification on the Site or via email. However, you will not receive a separate notification of changes to this Privacy Policy nor, under any circumstances, does this Site promise any such separate notification to you. Your continued use of this Site always evidences your acceptance of the terms of this Privacy Policy

or any modifications thereto. Seller reserves the right to amend the Privacy Policy at any time, for any reason.

#### **COPYRIGHT**

This Privacy Policy is used under license. The copyright is owned by Edwin X Berry.

#### **DISPUTES**

As part of the consideration that the Website requires of the Visitor to view, use, or interact with this Site, Visitor agrees to use binding arbitration for any claim, dispute, or controversy ("CLAIM") of any kind (whether in contract, tort or otherwise) arising out of or relating to this purchase, product, and/or service, including but not limited to, solicitation issues, privacy issues, and Terms and Conditions issues related to the Website.

Arbitration shall be conducted pursuant to the rules of the American Arbitration Association, which are in effect on the date a dispute is submitted to the American Arbitration Association.

Information about the American Arbitration Association, its rules, and its forms are available from the American Arbitration Association, 335 Madison Avenue, Floor 10, New York, New York, 10017-4605. Any hearing will take place in the city or county of the Seller.

In no case shall the Visitor have the right to go to court or have a jury trial. Visitor will not have the right to engage in pre-trial discovery except as provided in the rules of arbitration; you will not have the right to participate as a representative or member of any class of claimants pertaining to any claim subject to arbitration; the arbitrator's decision will final and binding with limited rights of appeal.

The prevailing party shall be reimbursed by the other party for any and all costs associated with the dispute in arbitration, including attorneys' fees, collection fees, investigation fees, and travel expenses.

#### **JURISDICTION AND VENUE**

If any matter concerning this Privacy Policy shall be brought before a court of law, pre- or post-arbitration, Visitor agrees that the sole and proper jurisdiction is the state and city declared in the contact information of the web owner, unless otherwise here specified. Visitor agrees to unconditionally submit to the exclusive jurisdiction and venue of such courts and will not object to such jurisdiction and venue on the grounds of personal jurisdiction, inconvenient forum, or otherwise. Visitor waives any and all right to trial by jury in any legal proceeding arising or related to the Privacy Policy. The Website reserves all rights and remedies available to it with respect to any matter related to this Privacy Policy. If litigation is in a federal court, the proper court shall be the closest federal court to the Seller's address.

#### **SEVERABILITY AND WAIVER**

If any provision of this Privacy Policy is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provisions shall be enforced to the fullest extent permissible by law,

and all other provisions shall remain in full force and effect. The failure to use or exercise any right or provision in this Privacy Policy shall not be deemed a waiver of such right or provision.

**APPLICABLE LAW**

Visitor agrees that the applicable law to be applied shall, in all cases, be that of the State of Montana, without regard to choice of law principles.