Terms of use and privacy

Kristen Leonard LLC. (“Kristen Leonard LLC,” "Krissy Leonard," "Kristen Leonard," “we,” “us,” or “our”) welcomes you. We invite you to access and use our websites, including, without limitation, krissyleonard.com, krissyruddy.com, lightfitfree.com (the “Websites”).

We provide visitors to our Websites (“Visitors”) access to the Websites subject to the following Terms of Use, which may be updated by us from time to time without notice to you. By browsing the public areas or by accessing and using the Websites, you acknowledge that you have read, understood, and agree to be legally bound by these Terms of Use and our Privacy Policy, which is hereby incorporated by reference (collectively, this “Agreement”). If you do not agree to any of these terms, then please do not use the Websites.

Any user who registers with us (each, a “Registered User”) and wishes to purchase a product or service through one of our Websites, is agreeing to the terms of this Agreement and the accompanying Terms and Conditions of Purchase with respect to such product or service. In the event of any conflict between the terms of this Agreement and the Terms and Conditions of Purchase, the Terms and Conditions of Purchase shall control.

THE SECTIONS BELOW TITLED “BINDING ARBITRATION” AND “CLASS ACTION WAIVER” CONTAIN A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. THEY AFFECT YOUR LEGAL RIGHTS. PLEASE READ THEM.

Capitalized terms not defined in these Terms of Use shall have the meaning set forth in our Privacy Policy.

**1. Description and use of our Websites**

We provide Visitors and Registered Users with access to the Services as described below.

Visitors. Visitors, as the term implies, are people who do not register with us, but want to explore the Websites. No login is required for Visitors. Visitors can: (i) view all publicly-available content on the Websites; and (ii) email us.

Registered Users. Registered Users can do all the things that Visitors can do, and: (i) purchase products and services through one of our Websites; (ii) access exclusive content available only to Registered Users; (iii) create, access, manage, and update their own personal accounts on the Websites; (iv) post comments and other content on the Websites (collectively, “Registered User Content”); (v) sign up for our various programs; (vi) sign up for alerts and other notifications; and (vii) become part of the Krissy Leonard community.

Kristen Leonard LLC is under no obligation to accept any individual as a Registered User and may accept or reject any registration in its sole and complete discretion. In addition,Kristen Leonard LLC may deactivate any account at any time, including, without limitation, if it determines that a Registered User has violated these Terms of Use.

**2. Community Guidelines**

Kristen Leonard LLC’s community, like any community, functions best when its users follow a few simple rules. By accessing and/or using the Websites, you agree to comply with these community guidelines (the “Community Guidelines”) and that:

You will comply with all applicable laws in your use of the Websites and will not use the Websites for any unlawful purpose;

* You will not upload, post, email, transmit, or otherwise make available any content that:
	+ infringes any copyright, trademark, right of publicity, or other proprietary rights of any person or entity; or
	+ is defamatory, libelous, indecent, obscene, pornographic, sexually explicit, invasive of another’s privacy, promotes violence, or contains hate speech (i.e., speech that attacks or demeans a group based on race or ethnic origin, religion, disability, gender, age, veteran status, and/or sexual orientation/gender identity; or
	+ discloses any sensitive information about another person, including that person’s email address, postal address, phone number, credit card information, or any similar information.
* You will not “stalk,” threaten, or otherwise harass another person;
* You will not spam or use the Websites to engage in any commercial activities;
* If you post any Registered User Content, you will stay on topic;
* You will not access or use the Websites to collect any market research for a competing business;
* You will not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
* You will not interfere with or attempt to interrupt the proper operation of the Websites through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or attempt to gain access to any data, files, or passwords related to the Websites through hacking, password or data mining, or any other means;
* You will not cover, obscure, block, or in any way interfere with any advertisements and/or safety features (e.g., report abuse button) on the Websites;
* You will not use any robot, spider, scraper, or other automated means to access the Websites for any purpose without our express written permission; provided, however, we grant the operators of public search engines permission to use spiders to copy materials from the public portions of the Websites for the sole purpose of and solely to the extent necessary for creating publicly-available searchable indices of the materials, but not caches or archives of such materials;
* You will not take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our technical infrastructure; and
* You will let us know about inappropriate content of which you become aware. If you find something that violates our Community Guidelines, please let us know, and we’ll review it.

We reserve the right, in our sole and absolute discretion, to deny you access to the Websites, or any portion of the Websites, without notice, and to remove any content that does not adhere to these Community Guidelines.

**3. Restrictions**

The Websites are only available for individuals aged 13 years or older. If you are 13 or older, but under the age of majority in your jurisdiction, you should review this Agreement with your parent or guardian to make sure that you and your parent or guardian understand it.

**4. Sign-in Name; Password; Unique Identifiers**

During the registration process for Registered Users, we will ask you to create an account, which includes a sign-in name (“Sign-In Name”), a password (“Password”), and perhaps certain additional information that will assist in authenticating your identity when you log-in in the future (“Unique Identifiers”). When creating your account, you must provide true, accurate, current, and complete information. Each Sign-In Name and corresponding Password can be used by only one Registered User, and sharing your access credentials with others (especially if they are using your credentials to access our proprietary Content (as defined below)) is a material breach of this Agreement. You are solely responsible for the confidentiality and use of your Sign-In Name, Password, and Unique Identifiers, as well as for any use, misuse, or communications entered through the Websites using one or more of them. You will promptly inform us of any need to deactivate a Password or Sign-In Name, or change any Unique Identifier. We reserve the right to delete or change your Password, Sign-In Name, or Unique Identifier at any time and for any reason and shall have no liability to you for any loss or damage caused by such action.

**5. Fees and Payment**

As consideration for any purchase you make on the Websites, you shall payKristen Leonard LLC all applicable fees and taxes. We (or our third-party payment processor) shall authorize your credit card, bank account, or other approved payment facility you provided during the registration process for the full payment of the fees and any applicable taxes, and you hereby consent to the same. If the mailing address you provided us is in the United States, all payments will be charged and made in U.S. dollars. If the mailing address you provided us is outside the United States or any of its possessions or territories, all payments will be charged and made in your local currency.

You must provide current, complete, and accurate billing and credit card information. You must promptly update all billing information (such as billing address, card number, and expiration date) to keep your account current, complete, and accurate, and you must promptly contact us if your credit card is lost or stolen, or if you become aware of a potential breach of account security (such as an unauthorized disclosure or use of your Sign-In Name or Password). You hereby authorizeKristen Leonard LLC to obtain or determine updated or replacement expiration dates for your credit card in the event that the credit card you provided us expires. We reserve the right to charge any renewal card issued to you to the same extent as the expired card. If payment is not received from your credit card issuer, you hereby agree to pay all amounts due upon demand. You agree to pay all costs of collection, including attorney’s fees and costs, on any outstanding balance. In certain instances, the issuer of your credit card may charge you a foreign transaction fee or related charges, which you will be responsible to pay. You are advised to check with your bank and credit card issuer for details.

**6. Intellectual Property**

The Websites contain material, such as videos, coursework, lesson plans, training modules, photographs, software, text, graphics, images, sound recordings, and other material provided by or on behalf ofKristen Leonard LLC (collectively referred to as the “Content”). The Content may be owned by us or third parties. The Content is protected under both United States and foreign laws. Unauthorized use of the Content may violate copyright, trademark, and other laws.

Visitors may view all publicly-available Content for their own personal, non-commercial use. Registered Users who have purchased any product or service, may download onto their own machines and view any Content contained in such purchased product or service for their own personal, non-commercial use. Other than as expressly set forth in the immediately two prior sentences, you have no other rights in or to the Content (other than your own Registered User Content that you post to the Websites), and you will not use the Content except as permitted under this Agreement. No other use is permitted without the prior written consent ofKristen Leonard LLC.Kristen Leonard LLC retains all right, title, and interest, including all intellectual property rights, in and to the Content. You must retain all copyright and other proprietary notices contained in the original Content. You may not sell, transfer, assign, license, sublicense, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use or posting of the Content on any other website, social media page, or in a networked computer environment for any purpose is expressly prohibited.

If you violate any part of this Agreement, your permission to access and/or use the Content and the Websites automatically terminates and you must immediately destroy any copies you have made of the Content.

The trademarks, service marks, and logos of Kristen Leonard LLC(the “Kristen Leonard LLC Trademarks”) used and displayed on the Websites are registered and unregistered trademarks or service marks ofKristen Leonard LLC. Other company, product, and service names located on the Websites may be trademarks or service marks owned by others (the “Third-Party Trademarks,” and, collectively with Kristen Leonard LLC Trademarks, the “Trademarks”). Nothing on the Websites should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without our prior written permission specific for each such use. Use of the Trademarks as part of a link to or from any site is prohibited unless establishment of such a link is approved in advance by us in writing. All goodwill generated from the use ofKristen Leonard LLC  Trademarks inures to our benefit.

Elements of the Websites are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including, but not limited to, the use of framing or mirrors. None of the Content may be retransmitted without our express, written consent for each and every instance.

**7. Registered User Content; Licenses**

As noted above, the Websites provides Registered Users the ability to post and upload Registered User Content. You expressly acknowledge and agree that once you submit your Registered User Content for inclusion into the Websites, it will be accessible by others, and that there is no confidentiality or privacy with respect to such Registered User Content, including, without limitation, any personally identifying information that you may make available. YOU, AND NOT KRISTEN LEONARD LLC, ARE ENTIRELY RESPONSIBLE FOR ALL YOUR REGISTERED USER CONTENT THAT YOU UPLOAD, POST, EMAIL, OR OTHERWISE TRANSMIT VIA THE WEBSITES.

You retain all copyrights and other intellectual property rights in and to your own Registered User Content. You do, however, hereby grant us and our sublicensees a non-exclusive, royalty-free, freely sublicensable, perpetual license to modify, compile, combine with other content, copy, record, synchronize, transmit, translate, format, distribute, publicly display, publicly perform, and otherwise use or exploit (including for profit) your Registered User Content and all intellectual property and moral rights therein throughout the universe, in each case, by or in any means, methods, media, or technology now known or hereafter devised. You also grant us and our sublicensees the right, but not the obligation, to use your Registered User Content, your Sign-In Name, name, likeness, and photograph in connection with any use of the related Registered User Content permitted by the previous sentence and/or to advertise and promote the Websites, Kristen Leonard LLC, and our products and services. Without limiting the foregoing, you acknowledge and agree that uses of your Registered User Content, name, likeness, and photograph permitted by the foregoing rights and licenses may include the display of such Registered User Content, name, likeness, and photograph adjacent to advertising and other material or content, including for profit.

If you submit Registered User Content to us, each such submission constitutes a representation and warranty toKristen Leonard LLC that such Registered User Content is your original creation (or that you otherwise have the right to provide the Registered User Content), that you have the rights necessary to grant the license to the Registered User Content under the prior paragraph, and that it and its use by Kristen Leonard LLC and its content partners as permitted by this Agreement does not and will not infringe or misappropriate the intellectual property or moral rights of any person or contain any libelous, defamatory, or obscene material or content that violates our Community Guidelines.

**8. Communications with Us**

Although we encourage you to email us, we do not want you to, and you should not, email us any content that contains confidential information. With respect to all emails and communications you send to us, including, but not limited to, feedback, questions, comments, suggestions, and the like, we shall be free to use any ideas, concepts, know-how, or techniques contained in your communications for any purpose whatsoever, including but not limited to, the development, production, and marketing of products and services that incorporate such information without compensation or attribution to you.

**9. No Warranties; Limitations of Liability**

THE WEBSITES AND THE CONTENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTIES OF ANY KIND, INCLUDING THAT THE WEBSITES WILL OPERATE ERROR-FREE OR THAT THE WEBSITES, THEIR SERVERS, OR THE CONTENT ARE FREE OF COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES.

WE DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES’ RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE; IN CONNECTION WITH ANY WARRANTY, CONTRACT, OR COMMON LAW TORT CLAIMS: WE AND OUR LICENSORS SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO ACCESS AND USE THE WEBSITES OR THE CONTENT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (II) ANY DIRECT DAMAGES THAT YOU MAY SUFFER AS A RESULT OF YOUR USE OF THE WEBSITES OR THE CONTENT SHALL BE LIMITED TO THE FEES YOU HAVE PAID US IN CONNECTION WITH ANY PURCHASES YOU HAVE MADE FROM US DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. THEREFORE, SOME OF THE ABOVE LIMITATIONS ON WARRANTIES IN THIS SECTION MAY NOT APPLY TO YOU.

THE WEBSITES MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS OR OMISSIONS. UNLESS REQUIRED BY APPLICABLE LAWS, WE ARE NOT RESPONSIBLE FOR ANY SUCH TYPOGRAPHICAL, TECHNICAL, OR PRICING ERRORS LISTED ON THE WEBSITES. THE WEBSITES MAY CONTAIN INFORMATION ON CERTAIN PRODUCTS AND SERVICES, NOT ALL OF WHICH ARE AVAILABLE IN EVERY LOCATION. A REFERENCE TO A PRODUCT OR SERVICE ON THE WEBSITES DOES NOT IMPLY THAT SUCH PRODUCT OR SERVICE IS OR WILL BE AVAILABLE IN YOUR LOCATION. WE RESERVE THE RIGHT TO MAKE CHANGES, CORRECTIONS, AND/OR IMPROVEMENTS TO THE WEBSITES AT ANY TIME WITHOUT NOTICE.

**10. External Sites**

The Websites may contain links to third-party websites (“External Sites”). These links are provided solely as a convenience to you and not as an endorsement by us of the content on such External Sites. The content of such External Sites is developed and provided by others. You should contact the site administrator or webmaster for those External Sites if you have any concerns regarding such links or any content located on such External Sites. We are not responsible for the content of any linked External Sites and do not make any representations regarding the content or accuracy of materials on such External Sites. You should take precautions when downloading files from all websites to protect your computer from viruses and other destructive programs. If you decide to access linked External Sites, you do so at your own risk.

**11. Representations; Warranties; and Indemnification**

(a) If you are a Registered User, you hereby represent, warrant, and covenant that:

* You own or have the necessary licenses, rights, consents, and permissions to all trademark, trade secret, copyright, or other proprietary, privacy, and publicity rights in and to your Registered User Content and any other works that you incorporate into your Registered User Content, and all the rights necessary to grant the licenses and permissions you grant hereunder;
* Use of your Registered User in the manners contemplated in this Agreement shall not violate or misappropriate the intellectual property, privacy, publicity, contractual, or other rights of any third party; and
* You shall not submit to the Website any Registered User Content that violates our Community Guidelines set forth above or any other term of this Agreement.

(b) You agree to defend, indemnify, and hold us and our officers, directors, employees, agents, successors, licensees, and assigns harmless from and against any damages, liabilities, losses, expenses, claims, actions, and/or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from: (i) your breach of this Agreement; (ii) your misuse of the Content or the Websites; and/or (iii) your violation of any third-party rights, including without limitation any copyright, trademark, property, publicity, or privacy right. We shall provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit, or proceeding. We reserve the right to assume the exclusive defense and control (at your expense) of any matter that is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our defense of such matter.

**12. Compliance with Applicable Laws**

The Websites are based in the United States. We make no claims concerning whether the Content may be downloaded, viewed, or be appropriate for use outside of the United States. If you access the Websites or the Content from outside of the United States, you do so at your own risk. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

**13. Termination of the Agreement**

We reserve the right, in our sole discretion, to restrict, suspend, or terminate this Agreement and your access to all or any part of the Websites, at any time and for any reason without prior notice or liability. We reserve the right to change, suspend, or discontinue all or any part of the Websites at any time without prior notice or liability. The following sections shall survive any termination of this Agreement: “Fees and Payment” (until you pay all fees and taxes due hereunder), “Intellectual Property,” “Registered User Content; Licenses,” “Communications with Us,” “No Warranties; Limitation of Liability,” “Representations; Warranties; and Indemnification,” “Termination of the Agreement,” “Controlling Law,” “Binding Arbitration,” “Class Action Waiver,” “Equitable Relief,” and “Miscellaneous.”

**14. Digital Millennium Copyright Act**

Kristen Leonard LLC respects the intellectual property rights of others and attempts to comply with all relevant laws. We will review all claims of copyright infringement received and remove any Content deemed to have been posted or distributed in violation of any such laws.

Our designated agent under the Digital Millennium Copyright Act (the “Act”) for the receipt of any Notification of Claimed Infringement which may be given under that Act is as follows:

Kristen Leonard LLC
52 Hidden Road
Andover, MA 01810
info@krissyruddy.com

If you believe that your work has been copied on the Websites in a way that constitutes copyright infringement, please provide our agent with notice in accordance with the requirements of the Act, including (i) a description of the copyrighted work that has been infringed and the specific location on the Websites where such work is located; (ii) a description of the location of the original or an authorized copy of the copyrighted work; (iii) your address, telephone number and email address; (iv) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; (v) a statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf; and (vi) an electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

**15. CONTROLLING LAW**

This Agreement and any action related thereto will be governed by the laws of the State of New York without regard to its conflict of laws provisions.

**16. BINDING ARBITRATION**

In the event of a dispute arising under or relating to this Agreement, the Content, or the Websites (each, a “Dispute”), either party may elect to finally and exclusively resolve the dispute by binding arbitration governed by the Federal Arbitration Act (“FAA”).  Any election to arbitrate, at any time, shall be final and binding on the other party. IF EITHER PARTY CHOOSES ARBITRATION, NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL, EXCEPT EITHER PARTY MAY BRING ITS CLAIM IN ITS LOCAL SMALL CLAIMS COURT, IF PERMITTED BY THAT SMALL CLAIMS COURT RULES AND IF WITHIN SUCH COURT’S JURISDICTION.  ARBITRATION IS DIFFERENT FROM COURT, AND DISCOVERY AND APPEAL RIGHTS MAY ALSO BE LIMITED IN ARBITRATION. All disputes will be resolved before a neutral arbitrator selected jointly by the parties, whose decision will be final, except for a limited right of appeal under the FAA. The arbitration shall be commenced and conducted by JAMS pursuant to its then current Comprehensive Arbitration Rules [www.adr.org](http://www.adr.org/) and Procedures and in accordance with the Expedited Procedures in those rules,or, where appropriate, pursuant to JAMS’ Streamlined Arbitration Rules and Procedures. All applicable JAMS’ rules and procedures are available at the JAMS website www.jamsadr.com. Each party will be responsible for paying any JAMS filing, administrative, and arbitrator fees in accordance with JAMS rules. Judgment on the arbitrator’s award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.  The arbitration may be conducted in person, through the submission of documents, by phone, or online. If conducted in person, the arbitration shall take place in the United States county where you reside. The parties may litigate in court to compel arbitration, to stay a proceeding  pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. The parties shall cooperate in good faith in the voluntary and informal exchange of all non-privileged documents and other information (including electronically stored information) relevant to the Dispute immediately after commencement of the arbitration. As set forth in Section 18 below, nothing in this Agreement will prevent us from seeking injunctive relief in any court of competent jurisdiction as necessary to protect our proprietary interests.

**17. Class Action Waiver**

You agree that any arbitration or proceeding shall be limited to the Dispute between us and you individually. To the full extent permitted by law, (i) no arbitration or proceeding shall be joined with any other; (ii) there is no right or authority for any Dispute to be arbitrated or resolved on a class action-basis or to utilize class action procedures; and (iii) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

**18. Equitable Relief**

You acknowledge and agree that in the event of a breach or threatened violation of our intellectual property rights and confidential and proprietary information by you, we will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement. We may, without waiving any other remedies under this Agreement, seek from any court having jurisdiction any interim, equitable, provisional, or injunctive relief that is necessary to protect our rights and property pending the outcome of the arbitration referenced above. You hereby irrevocably and unconditionally consent to the personal and subject matter jurisdiction of the federal and state courts in the State of New York, Borough of Manhattan for purposes of any such action by us.

**19. Miscellaneous**

Our failure to act on or enforce any provision of the Agreement shall not be construed as a waiver of that provision or any other provision in this Agreement. No waiver shall be effective against us unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by us and you in writing, this Agreement constitutes the entire Agreement between you and us with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and shall not be given any legal import. This Agreement will inure to the benefit of our successors, assigns, licensees, and sublicensees.

Last Updated March 2017

We at Kristen Leonard LLC, Inc. (“Krissy Leonard,” “we,” “us,” or “our”) have created this privacy policy (this “Privacy Policy”) because we know that you care about how information you provide to us is used and shared. This Privacy Policy applies to our information collection and use practices: (i) online when you visit any of our websites, including, without limitation, krissyleonard.com, krissyruddy.com, lightfitfree.com, (the “Websites”); and (ii) offline when you provide information to us.

Capitalized terms not defined in this Privacy Policy shall have the meaning set forth in our Terms of Service. Acceptance of Terms By visiting any of our Websites, you are agreeing to the terms of this Privacy Policy and the accompanying Terms of Service, both of which govern your use of the Websites. By providing us information offline, you are also agreeing to the terms of this Privacy Policy. The Information We Collect In the course of operating the Websites and/or interacting with you, we will collect (and/or receive) the following types of information.

1. Personal Information. When you sign up to receive any of our newsletters, respond to a survey, register for a class, or purchase any product or service, you may be required to provide us with personal information about yourself, such as your name, address, email address, and phone number. We do not collect any personal information from Visitors when they use the Websites unless they provide such information voluntarily, such as by registering or sending us an email or signing up for a newsletter. All information we collect and/or receive under this section is collectively called “Personal Information.”

2. Order Information. When you place an Order, you must provide us with certain information about the products and services you are seeking to purchase. Such information is collectively called the “Order Information.”

3. Billing Information. When you wish to purchase a product or service, you will be required to provide certain information in addition to the Personal Information and Order Information noted above. Such information may include a debit card number, credit card number, expiration date, billing address, activation codes, and similar information. Such information is collectively called the “Billing Information.” Although we will have access to the Billing Information, it will also be collected and processed by our third-party payment vendors pursuant to the terms and conditions of their privacy policies and terms of use.

4. Other Information. In addition to the information noted above, we may collect additional information (collectively, the “Other Information”). Such Other Information may include:

a. From You. Additional information about yourself that you voluntarily provide to us (e.g., via a survey), such as household income range, gender, product and service preferences, and other information that does not identify you personally.

b. From Your Activity. Information that we automatically collect when you use the Websites, including, without limitation:

• IP addresses, which may consist of a static or dynamic IP address and will sometimes point to a specific identifiable computer or device; browser type and language; referring and exit pages and URLs; date and time; amount of time spent on particular pages; what sections of the Websites you visit; and similar data; and

• Information about your device, including the type of device; universally unique ID (“UUID”); advertising identifier (“IDFA”); MAC address; operating system and version (e.g., iOS, Android or Windows); carrier and country location; hardware and processor information (e.g., storage, chip speed, camera resolution, NFC enabled); network type (WiFi, 3G, 4G, LTE); and similar data.

c. From Cookies. Information that we collect using “cookie” technology. Cookies are small packets of data that a website stores on your computer’s or mobile device’s hard drive so that your computer will “remember” information about your visit. We may use both session cookies (which expire once you close your web browser) and persistent cookies (which stay on your computer until you delete them) to help us collect Other Information and to enhance your experience using the Websites. If you do not want us to place a cookie on your hard drive, you may be able to turn that feature off on your computer or mobile device. Please consult your Internet browser’s documentation for information on how to do this and how to delete persistent cookies. However, if you decide not to accept cookies from us, the Websites may not function properly.

d. Third-Party Analytics. We use third-party analytics services (such as Google Analytics) to evaluate your use of the Websites, compile reports on activity, collect demographic data, analyze performance metrics, and collect and evaluate other information relating to the Websites and mobile and Internet usage. These third parties use cookies and other technologies to help analyze and provide us the data. By accessing and using the Websites, you consent to the processing of data about you by these analytics providers in the manner and for the purposes set out in this Privacy Policy. For more information on Google Analytics, including how to opt out from certain data collection, please visit https://www.google.com/analytics. Please be advised that if you opt out of any service, you may not be able to use the full functionality of the Websites.

e. From Other Sources. We also may collect or receive information from third parties, such as Facebook and/or other third-party social media sites. Information Collected by or Through Third-Party Advertising Companies We may share Other Information about your activity on the Websites with third parties for the purpose of tailoring, analyzing, managing, reporting, and optimizing advertising you see on the Websites and elsewhere. These third parties may use cookies, pixel tags (also called web beacons or clear gifs), and/or other technologies to collect such Other Information for such purposes. Pixel tags enable us, and these third-party advertisers, to recognize a browser’s cookie when a browser visits the site on which the pixel tag is located in order to learn which advertisement brings a user to a given site. Accessing and Modifying Personal Information and Communication Preferences If you have registered for the Websites, you may access, review, and make changes to your Personal Information, Billing Information, and certain Other Information by following the instructions found on the Websites.

In addition, you may manage your receipt of marketing and non-transactional communications by clicking on the “unsubscribe” link located on the bottom of any Krissy Leonard LLC marketing email. Customers cannot opt out of receiving transactional emails related to their account or their Orders. We will use commercially reasonable efforts to process such requests in a timely manner. You should be aware, however, that it is not always possible to completely remove or modify information in our subscription databases.

**How We Use and Share the Information**

We use the Personal Information, the Order Information, the Billing Information, and the Other Information (collectively, the “Information”) to provide our services; to process Orders; to administer our rewards and promotional programs; to maintain and improve our Websites and services to you; to solicit your feedback; and to inform you about our products and services and those of our third-party marketing partners. We may also use and/or share Information as described below.

• Krissy Leonard LLC will access, use, and share the Information as required to process your Orders and provide support to you.

• In order to provide our services and administer our rewards and promotional programs, we may share the Information (excluding the Billing Information) with our third-party promotional and marketing partners, including, without limitation, businesses participating in our various programs.

• With your permission, third-party applications or services may access your Personal Information. We use standard OAuth (open authorization) to enable you to give permission to share your Personal Information with other websites and services, such as Facebook and Twitter (e.g., when you agree to a pop-up requesting you to allow another application to access your account information). We also use OAuth to allow us to share information about you that is stored by us without sharing your security credentials.

• We may employ other companies and individuals to perform functions on our behalf. Examples may include providing technical assistance, Order fulfillment, customer service, and marketing assistance. These other companies will have access to the Information only as necessary to perform their functions and to the extent permitted by law.

• In an ongoing effort to better understand our Visitors, customers, and our products and services, we may analyze the Order Information and Other Information in aggregate form in order to operate, maintain, manage, and improve the Websites and/or our products and services. This aggregate information does not identify you personally. We may share this aggregate data with our affiliates, agents, and business partners. We may also disclose aggregated user statistics in order to describe our products and services to current and prospective business partners and to other third parties for other lawful purposes.

• We may share some or all of your Information with any of our parent companies, subsidiaries, joint ventures, or other companies under common control with us.

• As we develop our businesses, we might sell or buy businesses or assets. In the event of a corporate sale, merger, reorganization, sale of assets, dissolution, or similar event, the Information may be part of the transferred assets.

• To the extent permitted by law, we may also disclose the Information: (i) when required by law, court order, or other government or law enforcement authority or regulatory agency; or (ii) whenever we believe that disclosing such Information is necessary or advisable, for example, to protect the rights, property, or safety of Krissy Leonard LLC or others. Information You Share Please keep in mind that whenever you voluntarily make your Personal Information available to third parties — for example on message boards or web logs; through email; during webinars, classes, telephone conferences, or coaching calls; or in comment or chat areas — that information can be seen, collected, heard, and/or used by others besides us. We cannot be responsible for any unauthorized third-party use of such information.

**How We Protect the Information**

We take commercially reasonable steps to protect the Information from loss, misuse, and unauthorized access, disclosure, alteration, or destruction. Please understand, however, that no security system is impenetrable. We cannot guarantee the security of our databases, nor can we guarantee that the Information that you supply will not be intercepted while being transmitted to and from us over the Internet. In particular, e-mail sent to or from the Websites may not be secure, and you should therefore take special care in deciding what information you send to us via email. Important Notice to Non-U.S. Residents It is important to note that the Websites and their servers are operated in the United States. If you are located outside of the United States, please be aware that any Information you provide to us will be transferred to the United States. By using the Websites and by providing us Information when using our services, you hereby irrevocably consent to this transfer and our use of the Information and data provided by you in accordance with this Privacy Policy.

**Children**

We do not knowingly collect Personal Information from children under the age of 13 through the Websites. If you are under 13, please do not give us any Personal Information. We encourage parents and legal guardians to monitor their children’s Internet usage and to help enforce our Privacy Policy by instructing their children to never provide Personal Information through the Websites without their permission. If you have reason to believe that a child under the age of 13 has provided Personal Information to us, please contact us, and we will endeavor to delete that information from our databases.

**California Residents**

Krissy Leonard LLC does not monitor, recognize, or honor any behavioral advertising opt-out or do not track mechanisms, including general web browser “Do Not Track” settings and/or signals.

**External Websites**

The Websites may contain links to third-party websites. We have no control over the privacy practices or the content of any of our business partners, advertisers, sponsors, or other websites to which we provide links. As such, we are not responsible for the content or the privacy policies of those third-party websites. You should check the applicable third-party privacy policy and terms of use when visiting any other websites.

**Changes to This Privacy Policy**

This Privacy Policy is effective as of the date stated at the top of this Privacy Policy. We may change this Privacy Policy from time to time. By accessing the Websites and/or using our services after we make any such changes to this Privacy Policy, you are deemed to have accepted such changes. Please be aware that, to the extent permitted by applicable law, our use of the Information is governed by the Privacy Policy in effect at the time we collect the Information. Please refer back to this Privacy Policy on a regular basis.

**How to Contact Us**

If you have questions about this Privacy Policy, please contact us via email at info@krissyleonard.com with “Privacy Policy” in the subject line.