

Privacy

LymphedemaCoach.com

Privacy Policy

Version 1.0

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Updated: n/a

Introduction to Lin Coleman, CLT- LANA 's Privacy Policy

Lin Coleman, CLT- LANA has created this privacy statement to demonstrate our firm commitment to privacy.

Lin Coleman, CLT- LANA has been a leader in helping people improve the quality of their lives and we strive to deliver you the best possible experience through multiple channels. Protecting the privacy and security of your personal information is a priority at Lin Coleman, CLT- LANA, and we believe that a single, comprehensive privacy policy that is straightforward and clear is in the best interests of our customers and our businesses.

About this Policy

This Privacy Policy describes how Lin Coleman, CLT- LANA collects, uses, and shares personal information of users that interact with Lin Coleman, CLT- LANA, which consists of websites owned, operated and managed by Lin Coleman, CLT- LANA, including each website that links to this Privacy Policy. We will outline the controls and choices you have around when and how you choose to share your personal data.

Changes to this Privacy Policy

Lin Coleman, CLT- LANA has been and will continue to change lives and that means periodically we will update this Privacy Policy. We reserve the right to change the provisions of this Policy at any time. We encourage you to review this site periodically and we will alert you when changes have been made by populating the 'updated' date of the Effective Date of the Policy. Your use of

the websites constitutes consent to any changes in the Policy as in effect on the date of such use.

Data Collected

When you interact with our site(s), we collect two types of information: Personally Identifiable Information (PII) and Non-Personally Identifiable Information (NPII). The processing of personal data is governed by the General Data Protection Regulation 2016/679 (the "GDPR"). Under the EU's General Data Protection Regulation (GDPR) personal data is defined as:

"Any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person."

Lin Coleman, CLT- LANA complies with its obligations under GDPR by keeping personal data up to date; by storing and destroying it securely; by not collecting or retaining excessive amounts of data; by protecting personal data from loss, misuse, unauthorized access, and disclosure and by ensuring that appropriate technical measures are in place to protect personal data.

Our online e-newsletter(s) asks users to give us contact information including name, e-mail address, and other optional communication preferences such as topics of interest, products of interest, birth date and gender.

You may also provide Personal Information directly to us through interacting with special offers or free content; participating in surveys, sweepstakes, or contests; and requesting services or information. Your information may be used to provide you with the content or service requested, more information, or for other promotional and marketing purposes. You may opt out of the use of your Personal Information for marketing purposes at any time by following the unsubscribe instructions provided in the e-mail you receive or by contacting us to opt out as further described in this Privacy Policy.

When creating a free user account, we ask users to create a username, password and to choose their time zone preferences.

To fulfill order requests, we collect contact information including name, billing address, shipping address, financial payment information, and names of live event attendees. We do not store your credit card data on any of our servers and are fully PCI compliant.

If you apply for a job with Lin Coleman, CLT- LANA, we may ask you to provide more detailed and sensitive personal information required for compliance with our hiring and equal opportunity policies and practices.

Our website includes customer testimonials and product reviews where you may post information, or we may post information with your consent.

Through the contact us form and customer care channels (such as live chat), we may ask users to share information about their devices, platforms, internet connection, device settings, plug-ins, and other items for troubleshooting incoming inquiries.

We also collect some information automatically when you visit our website(s) or log into one of our platforms(s). This includes IP address and other online identifiers. We also record the pages that you visit, products you interacted with and other information about your activity on the site(s).

Non-Personally Identifiable Information (“NPII”) data is collected by Lin Coleman, CLT- LANA and ad technology partners and is used for retargeting. We, and/or one or more of our ad technology partners, may collect NPII from people who visit our website(s). This data is anonymous and can include information such as web pages you’ve viewed, date and time of pageviews, domain type, location information associated with your IP address, and your interactions to an ad delivered by us or our ad technology partners. Our ad technology partners use different methods to collect this type of data, including cookies and web beacons (pixel tags or clear gifs).

Our Use of Data

Lin Coleman, CLT- LANA may use your personal information to:

Provide products and services.

Send requested product or service information.

Send marketing communications through subscribed channels about news, products, offers and events.

Send you emails, chats, or push notifications to otherwise respond to questions, concerns, and customer support inquiries.

Enable us to process orders for products and services from Lin Coleman, CLT-LANA websites.

Send email confirmations, receipts and other transactional emails related to orders from Lin Coleman, CLT- LANA websites.

Provide you with continuing access to your customer account on Lin Coleman, CLT- LANA websites, including your order history and access to digital products, event passes and subscription services.

Administer membership records.

Contact you (where necessary) in relation to orders.

Maintain our own accounts and records.

Create demographic automatic decision-making profiles for our subscribers, members, and visitors to target our email alerts, website marketing, push notifications, banners, special offers.

Personalize your experience using automated decision-making for products, services, personalized content, recommendations, and features.

Improve the services we offer you, or the functionality of our site(s) and ensure technical functionality.

Process your payment or prevent or detect fraud.

Marketing Lin Coleman, CLT- LANA Products and Services

We may use Personal Information to provide you with materials about offers, products, and Services that may be of interest, including new content or Services. We may provide you with these materials by phone, postal mail, facsimile, or email, as permitted by applicable law. Such uses include:

To tailor content, advertisements, and offers.

To notify you about offers, products, and services that may be of interest to you.

To provide Services to you and our sponsors

For other purposes disclosed at the time that Individuals provide Personal Information, or

Otherwise with your consent

You may contact us at any time to opt out of the use of your Personal Information for marketing purposes, as further described in this Privacy Policy.

Research and Development

We may use Personal Information to create nonidentifiable information that we may use alone or in the aggregate with information obtained from other sources, to help us to optimally deliver our existing products and Services or develop new products and Services. From time to time, Lin Coleman, CLT-LANA may perform research (online and offline) via surveys. We may engage third party service providers to conduct such surveys on our behalf. All survey responses are voluntary, and the information collected will be used for research and reporting purposes to help us better serve Individuals by learning more about their needs and the quality of the products and services we provide. The survey responses may be utilized to determine the effectiveness of our Services, various types of communications, advertising campaigns, and/or promotional activities. If an Individual participates in a survey, the information given will be used along with that of other study participants. We may share anonymous Individual and aggregate data for research and analysis purposes.

Payment Data

Financial information that is collected is used to bill the user for products and services. We do not store credit card details, nor do we share customer details with any 3rd parties in a manner that personally identifies the customer.

If you sign up for a membership, payment plan or purchase any of our paid subscription service, your credit or debit card information (such as card type and expiration date) and other financial data that we need to process your payment may be collected and stored by us and/or the payment processors with which we work. We may also collect some limited information, such as your postal code, mobile number, and details of your transaction history, all of which are necessary to provide the Service. In addition, the payment processors generally provide us with some limited information related to you, such as a unique token that enables you to make additional purchases using the information they've stored, and your card's type, expiration date, and certain digits of your card number.

Legal basis for processing your personal data:

Article 6 of the General Data Protection Regulation (2016/679) states that:

“Processing shall be lawful only if and to the extent that at least one of the following applies:

the data subject has given consent to the processing of his or her personal data for one or more specific purposes;

processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract;

processing is necessary for compliance with a legal obligation to which the controller is subject;

processing is necessary in order to protect the vital interests of the data subject or of another natural person;

processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller;

processing is necessary for the purposes of the legitimate interests pursued by the controller or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data, where the data subject is a child.

Point (f) of the first subparagraph shall not apply to processing carried out by public authorities in the performance of their tasks.”

Data Retention

We keep your personal data for no longer than reasonably necessary.

Lin Coleman, CLT- LANA will retain purchase accounting records, tax, VAT and GST records for a minimum of 6 years as required by law. We will retain your information for as long as your account is active or as needed to provide you with services. We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

Our data retention for physical product orders will not extend beyond 10 years, at which time your purchase data will be marked for permanent deletion and will no longer be accessible.

If you purchase a digital product, you will be asked to create a username and password to log into your customer account portal to access the product(s) purchased. Digital product purchases grant lifetime ownership and data will be retained to carry out our lifetime guarantee. If your digital product is not accessed within a 6-year period at any point in time, your account will be deemed inactive. All inactive data will not be retained beyond 10 years at which time the data will be marked for permanent deletion.

When you join as a member of any Lin Coleman, CLT- LANA Community, your personal data is stored so that we can continue to send you relevant emails. You may request removal at any time by contacting by email: lincolemanclt@gmail.com

Lin Coleman, CLT- LANA retains non-personally identified data, including encrypted, anonymized and pseudonymized data for 10 years.

Third Party Websites and Services

Lin Coleman, CLT- LANA may, from time to time, employ the services of other parties for dealing with certain processes necessary for the operation of the website(s). The data used by such parties is used only to the extent required by them to perform the services that we request. Any use for other purposes is strictly prohibited. Furthermore, any data that is processed by third parties

will be processed within the terms of this privacy policy and in accordance with the Data Protection Act of 1998.

Our website(s) includes social media features such as links to our Facebook, YouTube, Instagram, SoundCloud and Twitter pages. Your interactions with these features are governed by the privacy policy of the company providing it. If authorized by you, we may also access profile and other information from services like Facebook. When you use a Lin Coleman, CLT- LANA app on a social networking site or choose to join (or "like") a Lin Coleman, CLT- LANA page on a social networking site, the social networking site may provide us with certain information about you, including but not limited to your "likes." Please see the privacy policy for the applicable social networking site to learn more about how these sites share your personal information.

We work with third party service providers, including but not limited to Google Analytics, to help us better understand how you use the Lin Coleman, CLT- LANA websites. These third-party service providers will place cookies on your computer to collect information, such as how you were referred to the Lin Coleman, CLT- LANA website, how you navigate around the Lin Coleman, CLT- LANA website, what you purchase and what traffic is driven by various marketing methods. This information will help us to better serve you and provide you with more personalized information and product offerings. We do not allow third party service providers to collect your credit card information, e-mail address or password information. These third-party service providers may only use your personal information to perform services for us and may not share your personal information with anyone else, or use it for any other purpose, except on an aggregated, non-personally identifiable basis.

We may, on occasion, share Personal Information with our business partners with whom we may jointly offer products or services, or whose products or services we believe may be of interest to you. In such cases, our business partner's name and Privacy Policy will appear, along with Lin Coleman, CLT- LANA. You may opt-out at any time by following the unsubscribe instructions provided in the e-mail you receive or by contacting us or our partner as further described in each Privacy Policy.

Lin Coleman, CLT- LANA may, from time to time, provide links to other websites. We have no control over such websites and are not responsible for the content of these websites. This privacy policy does not extend to your use

of such websites. You are advised to read the privacy policy or statement of other websites prior to using them.

Lin Coleman, CLT- LANA is a participant in the Amazon Services LLC Associates Program, an affiliate advertising program designed to provide a means for sites to earn advertising fees by advertising and linking to amazon.com.

Your Rights & Controlling Use of Your Data

You have the right to ask us not to use your personal information for direct marketing purposes. You also have the right to request a copy of the personal information that we hold about you and to have any inaccuracies rectified. Please note that, as permitted by law, we may charge a nominal fee for information requests and may require you to prove your identity. Following a request, we will use reasonable efforts to supply, correct or delete personal information about you in our files.

Please contact Customer Service to request the removal of your PII from our database or to no longer receive future communications.

Unless subject to an exemption under the GDPR, you have the following rights with respect to your personal data:

The right to request a copy of your personal data which Lin Coleman, CLT- LANA holds about you.

The right to request that Lin Coleman, CLT- LANA corrects any personal data if it is found to be inaccurate or out of date.

The right to request your personal data is erased where it is no longer necessary for Lin Coleman, CLT- LANA to retain such data.

The right to withdraw your consent to the processing at any time.

The right to request that Lin Coleman, CLT- LANA provide you with your personal data and where possible, to transmit that data directly to another data controller (where applicable)

The right, where there is a dispute in relation to the accuracy or processing of your personal data, to request a restriction is placed on further processing.

The right to object to the processing of personal data, (where applicable) only applies where processing is based on legitimate interests (or the performance of a task in the public interest/exercise of official authority); direct marketing and processing for the purposes of scientific/historical research and statistics; and

The right to lodge a complaint with the Information Commissioners Office.

To exercise all relevant rights and for queries of complaints please contact us at <https://www.lymphcoach.org/contact> and select or enter "Request My Data Removal."

Functionality of the Website(s)

To use all features and functions available on the website, you may be required to submit certain data. You may restrict your internet browser's use of Cookies. For more information, please see the "Cookies" clause below.

Cookies

Cookies are small text files that can store information. There are two types of cookies: session cookies and persistent cookies. Session cookies expire when you close your browser, and persistent cookies stay on your computer until you delete them. Lin Coleman, CLT- LANA may use both session and persistent cookies to customize your web experience, analyze web traffic, and to improve our range of products and services. Lin Coleman, CLT- LANA uses cookies and web beacons in the delivery of display advertisements to our website visitors and to our partner website visitors on various sites across the internet. Lin Coleman, CLT- LANA has carefully chosen these cookies and has taken steps to ensure that your privacy is protected and always respected.

All cookies used by our website(s) are used in accordance with the current UK and EU Cookie Law and before a cookie is placed on your computer, you will be presented with a message requesting a better experience and service to you. You may, if you wish, deny your consent to the placing of cookies; however certain features of our website(s) may not function fully or as intended.

To disable the Google Analytics cookie and other third-party web analytics service provider cookies, you can choose to have your browser notify you when cookies are being written to your computer or accessed, or you can

disable cookies. By default, most internet browsers accept cookies, but this can be changed. For further details, please consult the help menu in your internet browser.

You can choose to delete cookies at any time however, you may lose any information that enables you to access our website(s) more quickly and efficiently including, but not limited to, personalization settings.

Security

Data security is of great importance to Lin Coleman, CLT- LANA and to protect your data, we have put in place suitable physical, electronic, and managerial procedures to safeguard and secure data collected via this website.

If you create an account with password access, you are responsible for keeping your password confidential. It is recommended your password use both upper-case and lower-case letters, inclusion of one or more numerical digits, and inclusion of special characters following general password strength recommendations across the internet.

It is recommended that you ensure that your internet browser is up to date and that you consult the help and guidance provided by the developer of your internet browser if you are unsure about adjusting your privacy settings.

Lin Coleman, CLT- LANA strives to do our best to protect your personal data. However, transmission of information over the internet is done at your own risk. We cannot ensure the security of your data transmitted to our website(s).

General

If any court or competent authority finds that any provision of this privacy policy (or part of any provision) is invalid, illegal, or unenforceable, that provision or part-provision will, to the extent required, be deleted, and the validity and enforceability of the other provisions of this privacy policy will not be affected. Unless otherwise agreed, no delay, act, or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

If you have any questions about this privacy statement, the practices of this site, or your dealings with this Web site, you can contact Lin Coleman, CLT- LANA at the address below.

Lin Coleman, CLT- LANA, Inc.

Email: lincolemanclt@gmail.com

Contact Us: <https://www.lymphcoach.org/contact>

TERMS OF USE

LymphCoach.Org

Terms of Use

Version 1.0

Last revised on: May 6, 2023

The website located at www.lymphedemacoach.com (the “Site”) is a copyrighted work belonging to Lin Coleman, CLT- LANA (“Company”, “us”, “our”, and “we”). Certain features of the Site may be subject to additional guidelines, terms, or rules, which will be posted on the Site in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into these Terms.

These Terms of Use (these “Terms”) set forth the legally binding terms and conditions that govern your use of the Site. By accessing or using the Site, you are accepting these Terms (on behalf of yourself or the entity that you represent), and you represent and warrant that you have the right, authority, and capacity to enter these Terms (on behalf of yourself or the entity that you represent). you may not access or use the Site or accept the Terms if you are not at least 18 years old. If you do not agree with all the provisions of these Terms, do not access and/or use the Site.

Please be aware that section 10.2 of THESE TERMS CONTAINS PROVISIONS GOVERNING HOW DISPUTES THAT YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED, INCLUDING, WITHOUT LIMITATION, ANY DISPUTES THAT AROSE OR WERE ASSERTED PRIOR TO THE EFFECTIVE DATE OF YOUR

ACCEPTANCE OF THESE TERMS. IN PARTICULAR, IT CONTAINS AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE WAIVING YOUR RIGHT TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL.

1. Accounts

- **Account Creation.** To use certain features of the Site, you must register for an account (“Account”) and provide certain information about yourself as prompted by the account registration form. You represent and warrant that: (a) all required registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information. You may delete your Account at any time, for any reason, by following the instructions on the Site. Company may suspend or terminate your Account in accordance with Section.
- **Account Responsibilities.** You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. You agree to immediately notify the Company of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security. The company cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

2. Access to the Site

- Subject to these Terms, the Company grants you a non-transferable, non-exclusive, revocable, limited license to use and access the Site solely for your own personal, noncommercial use.
- **Certain Restrictions.** The rights granted to you in these Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Site, whether in whole or in part, or any content displayed on the Site; (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse

engineer any part of the Site; (c) you shall not access the Site in order to build a similar or competitive website, product, or service; and (d) except as expressly stated herein, no part of the Site may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Unless otherwise indicated, any future release, update, or other addition to functionality of the Site shall be subject to these Terms. All copyright and other proprietary notices on the Site (or on any content displayed on the Site) must be retained on all copies thereof.

- The company reserves the right, at any time, to modify, suspend, or discontinue the Site (in whole or in part) with or without notice to you. You agree that the Company will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Site or any part thereof.
- **No Support or Maintenance.** You acknowledge and agree that the Company will have no obligation to provide you with any support or maintenance in connection with the Site.
- Excluding any User Content that you may provide (defined below), you acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Site and its content are owned by Company or Company's suppliers. Neither these Terms (nor your access to the Site) transfers to you or any third party any rights, title, or interest in or to such intellectual property rights, except for the limited access rights expressly set forth in Section 2.1. The company and its suppliers reserve all rights not granted in these Terms. There are no implied licenses granted under these Terms.
- If you provide Company with any feedback or suggestions regarding the Site ("**Feedback**"), you hereby assign to Company all rights in such Feedback and agree that Company shall have the right to use and fully exploit such Feedback and related information in any manner it deems appropriate. Company will treat any Feedback you provide to Company as non-confidential and non-proprietary. You agree that you will not submit to the Company any information or ideas that you consider to be confidential or proprietary.

3. User Content

- **User Content.** “User Content” means all information and content that a user submits to, or uses with, the Site (e.g., content in the user’s profile or postings). You are solely responsible for your User Content. You assume all risks associated with use of your User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your User Content that personally identifies you or any third party. You hereby represent and warrant that your User Content does not violate our Acceptable Use Policy (defined in Section 3). You may not represent or imply to others that your User Content is in any way provided, sponsored, or endorsed by the Company. Since you alone are responsible for your User Content, you may expose yourself to liability if, for example, your User Content violates the Acceptable Use Policy. The company is not obligated to backup any User Content, and your User Content may be deleted at any time without prior notice. You are solely responsible for creating and maintaining your own backup copies of your User Content if you desire.
- You hereby grant (and you represent and warrant that you have the right to grant) to Company an irrevocable, nonexclusive, royalty-free and fully paid, worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use and exploit your User Content, and to grant sublicenses of the foregoing rights, solely for the purposes of including your User Content in the Site. You hereby irrevocably waive (and agree to cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Content.
- **Acceptable Use Policy.** The following terms constitute our “Acceptable Use Policy”:
 - You agree not to use the Site to collect, upload, transmit, display, or distribute any User Content (i) that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right, (ii) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another’s privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry,

hatred, or physical harm of any kind against any group or individual or is otherwise objectionable, (iii) that is harmful to minors in any way, or (iv) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party.

- In addition, you agree not to: (i) upload, transmit, or distribute to or through the Site any computer viruses, worms, or any software intended to damage or alter a computer system or data; (ii) send through the Site unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) use the Site to harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent; (iv) interfere with, disrupt, or create an undue burden on servers or networks connected to the Site, or violate the regulations, policies or procedures of such networks; (v) attempt to gain unauthorized access to the Site (or to other computer systems or networks connected to or used together with the Site), whether through password mining or any other means; (vi) harass or interfere with any other user's use and enjoyment of the Site; or (vii) use software or automated agents or scripts to produce multiple accounts on the Site, or to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) the Site (provided, however, that we conditionally grant to the operators of public search engines revocable permission to use spiders to copy materials from the Site 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, subject to the parameters set forth in our robots.txt file).
- We reserve the right (but have no obligation) to review, refuse and/or remove any User Content in our sole discretion, and to investigate and/or take appropriate action against you in our sole discretion if you violate the Acceptable Use Policy or any other provision of these Terms or otherwise create liability for us or any

other person. Such action may include removing or modifying your User Content, terminating your Account in accordance with Section 8, and/or reporting you to law enforcement authorities.

4. You agree to indemnify and hold Company (and its officers, employees, and agents) harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (a) your use of the Site, (b) your violation of these Terms, (c) your violation of applicable laws or regulations or (d) your User Content. Company reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of the Company. The company will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

5. **Third-Party Links & Ads; Other Users**

- **Third-Party Links & Ads.** The Site may contain links to third-party websites and services, and/or display advertisements for third parties (collectively, "**Third-Party Links & Ads**"). Such Third-Party Links & Ads are not under the control of the Company, and the Company is not responsible for any Third-Party Links & Ads. The company provides access to these Third-Party Links & Ads only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links & Ads. You use all Third-Party Links & Ads at your own risk and should apply a suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links & Ads, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third-Party Links & Ads.
- **Other Users.** Each Site user is solely responsible for all of its own User Content. Since we do not control User Content, you acknowledge and agree that we are not responsible for any User Content, whether provided by you or by others. We make no guarantees regarding the accuracy, currency, suitability, appropriateness, or quality of any User Content. Your interactions with other Site users are solely between you and such users. You agree that the Company will not be responsible for any loss or

damage incurred as the result of any such interactions. If there is a dispute between you and any Site user, we are under no obligation to become involved.

- You hereby release and forever discharge the Company (and our officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Site (including any interactions with, or act or omission of, other Site users or any Third-Party Links & Ads). IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

6. Disclaimers

THE SITE IS PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, AND COMPANY (AND OUR SUPPLIERS) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE (AND OUR SUPPLIERS) MAKE NO WARRANTY THAT THE SITE WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SITE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

7. Limitation on Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COMPANY (OR OUR SUPPLIERS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, THE SITE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SITE IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THESE TERMS (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO A MAXIMUM OF FIFTY US DOLLARS (U.S. \$50). THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. YOU AGREE THAT OUR SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THESE TERMS.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

- 8. Term and Termination.** Subject to this Section, these Terms will remain in full force and effect while you use the Site. We may suspend or terminate your rights to use the Site (including your Account) at any time for any reason at our sole discretion, including for any use of the Site in violation of these Terms. Upon termination of your rights under these Terms, your Account and right to access and use the Site will terminate immediately. You understand that any termination of your Account may involve deletion of your User Content associated with your Account from our live databases. The company will not have any

liability whatsoever to you for any termination of your rights under these Terms, including for termination of your Account or deletion of your User Content. Even after your rights under these Terms are terminated, the following provisions of these Terms will remain in effect: Sections 2 through 2.6, Section 3 and Sections 4 through 10.

9. Copyright Policy.

Company respects the intellectual property of others and asks that users of our Site do the same. In connection with our Site, we have adopted and implemented a policy respecting copyright law that provides for the removal of any infringing materials and for the termination, in appropriate circumstances, of users of our online Site who are repeat infringers of intellectual property rights, including copyrights. If you believe that one of our users is, using our Site, unlawfully infringing the copyright(s) in a work, and wish to have the allegedly infringing material removed, the following information in the form of a written notification (pursuant to 17 U.S.C. § 512(c)) must be provided to our designated Copyright Agent:

1. your physical or electronic signature;
2. identification of the copyrighted work(s) that you claim to have been infringed;
3. identification of the material on our services that you claim is infringing and that you request us to remove;
4. sufficient information to permit us to locate such material;
5. your address, telephone number, and e-mail address;
6. a statement that you have a good faith belief that use of the objectionable material is not authorized by the copyright owner, its agent, or under the law; and
7. a statement that the information in the notification is accurate, and under penalty of perjury, that you are either the owner of the copyright that has allegedly been infringed or that you are authorized to act on behalf of the copyright owner.

Please note that, pursuant to 17 U.S.C. § 512(f), any misrepresentation of material fact (falsities) in a written notification automatically subjects the complaining party to liability for any damages, costs and attorney's fees incurred by us in connection with the written notification and allegation of copyright infringement.

The designated Copyright Agent for Company is: Lin Coleman,
Email: lincolemanclt@gmail.com

10. **General**

- These Terms are subject to occasional revision, and if we make any substantial changes, we may notify you by sending you an e-mail to the last e-mail address you provided to us (if any), and/or by prominently posting notice of the changes on our Site. You are responsible for providing us with your most current e-mail address. If the last e-mail address that you have provided us is not valid, or for any reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. Continued use of our Site following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.
- **Dispute Resolution.** *Please read this Section 10.2 (sometimes referred to herein as this "Arbitration Agreement") carefully. It is part of your contract with Company and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.*
 - **Applicability of Arbitration Agreement.** All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with these Terms or the use of any product or service provided by the Company that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. Unless otherwise agreed to, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and the Company, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under these Terms.
 - **Notice Requirement and Informal Dispute Resolution.** Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute ("Notice")

describing the nature and basis of the claim or dispute, and the requested relief. A Notice to the Company should be sent to 2101 County Road 434, Dublin, Texas 76446. After the Notice is received, you and the Company may attempt to resolve the claim or dispute informally. If you and the Company do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin arbitration proceedings. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

- **Arbitration Rules.** The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims, counterclaims, or request for relief under \$250,000, not inclusive of attorneys' fees and interest, shall be subject to JAMS's most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other disputes shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS's rules are also available at www.jamsadr.com or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. Each party shall bear its own costs (including attorney's fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the country where you live or at another mutually agreed location. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

- **Authority of Arbitrator.** The arbitrator shall have exclusive authority to (i) determine the scope and enforceability of this Arbitration Agreement and (ii) resolve any dispute related to the interpretation, applicability,

enforceability, or formation of this Arbitration Agreement including, but not limited to, any assertion that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and the Company. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and these Terms (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

- **Waiver of Jury Trial.** YOU AND THE COMPANY HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and the Company are instead electing that all disputes, claims, or requests for relief shall be resolved by arbitration under this Arbitration Agreement, except as specified in Section 10.2(a) (Applicability of Arbitration Agreement) above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow these Terms as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.
- **Waiver of Class or Other Non-Individualized Relief.** ALL DISPUTES, CLAIMS, AND REQUESTS FOR RELIEF WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If a decision is issued stating that applicable law precludes enforcement of any of this section's limitations as to a given dispute, claim, or request for relief, then such aspect must be severed from the arbitration and brought into the State or Federal Courts located in the State of Texas. All other disputes, claims, or requests for relief shall be arbitrated.

- **30-Day Right to Opt Out.** You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to: OptOut@lymphedemacoach.com, within thirty (30) days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, your Company username (if any), the email address you used to set up your Company account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of these Terms will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.
- **Severability.** Except as provided in Section 10.2(f) (Waiver of Class or Other Non-Individualized Relief), if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.
- **Survival of Agreement.** This Arbitration Agreement will survive the termination of your relationship with the Company.
- **Modification.** Notwithstanding any provision in these Terms to the contrary, we agree that if Company makes any future material change to this Arbitration Agreement, you may reject that change within thirty (30) days of such change becoming effective by writing Company at the following address: OptOut@lymphedemacoach.com.
- The Site may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from Company, or any products utilizing such data, in violation of the United States export laws or regulations.
- The company is located at the address in Section 10.8. If you are a California resident, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Product of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.
- **Electronic Communications.** The communications between you and Company use electronic means, whether you use the Site or send us emails, or whether Company posts notices on the Site or communicates

with you via email. For contractual purposes, you (a) consent to receive communications from Company in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Company provides to you electronically satisfy any legal requirement that such communications would satisfy if it be in a hardcopy writing. The foregoing does not affect your non-waivable rights.

- **Entire Terms.** These Terms constitute the entire agreement between you and us regarding the use of the Site. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word “including” means “including without limitation”. If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Your relationship to the Company is that of an independent contractor, and neither party is an agent or partner of the other. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Company’s prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. The company may freely assign these Terms. The terms and conditions set forth in these Terms shall be binding upon assignees.
- **Copyright/Trademark Information.** Copyright © 2023 Lin Coleman, CLT-LANA. All rights reserved. All trademarks, logos, and service marks (“**Marks**”) displayed on the Site are our property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.
- **Contact Information:** Customer Service >
Email: lincolemanclt@gmail.com