# WEBSITE TERMS OF USE AND PRIVACY POLICY

The following TERMS OF USE AND PRIVACY POLICY is subject to change at any time and at the sole discretion of Metanoia Therapy, PLLC ("Metanoia Therapy, PLLC" "we," "us," "our," or "Company") and www.metanoiatherapy.com. Please visit the site regularly for updates.

# **Terms of Use and Privacy Policy**

Welcome to our Website! This Website is maintained as a service to our customers and clients. By visiting our site and/or purchasing something from us, whether a physical product or service, you engage in our "Service" and agree to be bound by the following terms and conditions ("Terms of Service", "Terms of Use", "Privacy Policy", "Terms"), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/or contributors of content.

Please review these terms and conditions carefully. If you do not agree to these terms and conditions, you should not use this site.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Our online store is hosted on Squarespace. They provide us with the online e-commerce platform that allows us to sell our products and services to you.

# 1. Agreement.

This Agreement (the "Agreement") specifies the Terms and Conditions for access to and use of <a href="https://www.metanoiatherapy.com">www.metanoiatherapy.com</a> (the "Website") and describe the terms and conditions applicable to your access of and use of the Website. This Agreement may be modified at any time by Company upon posting of the modified agreement. Any such modifications shall be effective immediately. You can view the most recent version of these terms at any time at <a href="https://www.metanoiatherapy.com">www.metanoiatherapy.com</a>. Each use by you shall constitute and be deemed your unconditional acceptance of this Agreement.

# 2. Intellectual Property Ownership.

- (a) Our Content. All content included on the Website is and shall continue to be the property of Company or its content suppliers and is protected under applicable copyright, patent, trademark, and other proprietary rights. Any copying, redistribution, use or publication by you of any such content or any part of the Website is prohibited without express permission by Company. Under no circumstances shall you acquire any ownership rights or other interest in any content by or through your use of the Website. Other product and company names mentioned on this Website may be trademarks of their respective owners.
- (b) Personal Use. Company grants you a limited, revocable, nonexclusive license to use the Website solely for your own personal use and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works, or other use. You agree not to copy materials on the Website, reverse engineer or break into the Website, or use materials, products or services in violation of any law. The use of the Website is at the discretion of Company and Company may terminate your use of the Website at any time.
- (c) Other Uses. All other use of Content from the Website, including, but not limited to uploading, downloading, modification, publication, transmission, participation in the transfer or sale of, copying, reproduction, republishing, creation of derivative works from, distribution, performance, display, incorporation into another website, reproducing the Website (whether by linking, framing or any other method), or in any other way exploiting any of the Content, in whole or in part, is strictly prohibited without Company prior express written consent.

## 3. Disclaimers.

(a) DISCLAIMER OF WARRANTIES. THE INFORMATION ON THIS WEBSITE IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. YOU AGREE THAT USE OF THIS WEBSITE IS AT YOUR SOLE RISK. COMPANY DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY EXPRESS WARRANTIES, STATUTORY WARRANTIES, AND ANY IMPLIED WARRANTIES OF:
MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOUR SOLE AND EXCLUSIVE REMEDY RELATING TO YOUR USE OF THE WEBSITE SHALL BE TO DISCONTINUE USING THE WEBSITE.
FURTHERMORE, COMPANY DOES NOT WARRANT THAT USE OF THE WEBSITE WILL BE UNINTERRUPTED, AVAILABLE AT ANY TIME OR FROM ANY LOCATION, SECURE OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. COMPANY, ITS SUBSIDIARIES, VENDORS AND AFFILIATES DISCLAIM ANY RESPONSIBILITY FOR

THE DELETION, FAILURE TO STORE, OR UNTIMELY DELIVERY OF ANY INFORMATION OR MATERIALS, AND ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE WEBSITE. USE OF THE WEBSITE'S SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEMS OR LOSS OF DATA THAT MAY RESULT FROM THE DOWNLOAD OF SUCH INFORMATION OR MATERIAL.

- (b) LIMITATION OF LIABILITY. COMPANY SHALL NOT BE RESPONSIBLE OR LIABLE TO USERS, CLINTS OR ANY THIRD PARTIES UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES WHICH MAY BE INCURRED IN CONNECTION WITH COMPANY OR THE WEBSITE, OR USE THEREOF, OR ANY OF THE DATA OR OTHER MATERIALS TRANSMITTED THROUGH OR RESIDING ON THE WEBSITE OR ANY SERVICES, OR INFORMATION PURCHASED, RECEIVED OR SOLD BY WAY OF THE WEBSITE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGE OR LOSS.
- (c) IF THE FOREGOING LIMITATIONS OR THE LIMITATIONS WITHIN THE TERMS AND CONDITIONS OF USE ARE HELD TO BE UNENFORCEABLE, THE PROGRAM OPERATOR'S LIABILITY FOR DAMAGES UNDER THIS AGREEMENT TO ANY PERSON OR ENTITY SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY THAT PERSON OR ENTITY FOR THE PRODUCT, SERVICE, AND/OR SOFTWARE (LICENSE).
- (d) Before participating in any behavior program or using any behavior related products or services that may be described and/or made accessible in or through our Website, we strongly recommend that you consult with a physician or other behavioral healthcare provider. While some of Company' staff may be professional care providers, Company, its staff and its content providers are not rendering professional advice of any kind to you personally, including without limitation: medical, psychological, emotional, relationship or personal growth advice, counseling, therapy, treatment or coaching, but are merely providing general education and information to you about behavioral medical topics, unless otherwise agreed to in writing. You acknowledge and agree that when participating in any behavioral medical program or other activity or program described in our services there is the possibility of physical injury, emotional distress and/or death, and you assume the risk and responsibility for any such results. This Website and the services provided by the Company DO NOT create a doctor-patient or therapistpatient relationship. Information provided on this Website DOES NOT create a doctor-patient or healthcare practitioner-patient relationship between you and Company or its practitioners. Always seek the advice of a medical practitioner or qualified mental health practitioner with any questions regarding personal health or medical conditions. Never disregard, avoid or delay in

obtaining medical advice from your medical practitioner or qualified mental health practitioner because of something you have read on this Site.

Nothing in this Site or the services offered should be construed as professional advice or legal advice.

If you think you may have a medical emergency, call your doctor or 911 immediately. The Company does not recommend or endorse any specific tests, providers (including, but not limited to, hospitals and physicians), products, procedures, or other information that may be mentioned on the Site. Any opinions expressed on the Site are the opinions of the individual author, not of the Company. Reliance on any information provided by the Company, its employees, others appearing on the Site at the invitation of the Company, or other visitors to the Site is solely at your own risk.

Communications between you and the Company are subject to the provisions by our Privacy Policy, but are not protected by any healthcare provider-patient privilege or confidentiality laws applicable to healthcare providers at the State or Federal level. We cannot provide medical advice and can only provide self-help services at your specific direction.

- (e) To the extent you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any court located in Minnesota, USA and you consent to exclusive jurisdiction and venue in such courts. Use of our Website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Company as a result of this agreement or use of the Website, products, and/or services. Our performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of the right to comply with governmental, court and law enforcement. If any provision is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. YOU HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING, CLAIM OR COUNTERCLAIM ARISING UNDER OR IN RELATION TO THIS AGREEMENT.
- (f) This Agreement shall be governed and construed in accordance with the laws of Minnesota, USA applicable to agreements made and to be performed in Minnesota, USA.
- (g) Dispute Resolution, Attorneys' Fees. You agree that Minnesota law will govern this Agreement and that any action, suit, proceeding, or claim arising out of or related to this Agreement must be brought exclusively in federal or state courts located in Hennepin or Ramsey County, Minnesota. You hereby submit to the in personam jurisdiction and venue of such courts and waive any objection based on inconvenient forum. You agree to indemnify Company for all

of its reasonable attorneys' fees and costs incurred as a result of any action, suit, proceeding or claim brought by You or Company in which Company is found to be the prevailing party. YOU HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING, CLAIM OR COUNTERCLAIM ARISING UNDER OR IN RELATION TO THIS AGREEMENT.

#### 4. Miscellaneous.

- (a) Prohibition Against Data Mining. You are prohibited from data mining, scraping, crawling, email harvesting or using any process or processes that send automated queries to the Company Website. You may not use the Company Website to compile a collection of listings, including a competing listing product or service. You may not use the Website or any materials for any unsolicited commercial e-mail.
- (b) Intended Audience. The Website is intended for adults only. The Website is not intended for any children under the age of 18. We do not knowingly collect personal information from anyone under the age of 13. The Federal Trade Commission ("FTC") regulates the means by which website operators collect and use personal information from children under 13, pursuant to the Children's Online Privacy Protection Act of 1998 (the "Act"). If we learn we have collected personal information from a child under the age of 13 without verification of parental consent, we will delete that information as soon as practicable. We recommend that children ages 13 to 18 seek parental permission before disclosing any personal information via the internet. For more information about the Act and children's on-line privacy in general, visit the FTC's website at <a href="http://www.ftc.gov.">http://www.ftc.gov.</a>
- (c) Compliance with Laws. You agree to comply with all applicable laws regarding your use of the Website. You further agreed that information provided by you is truthful and accurate to the best of your knowledge.
- (d) Indemnification. You agree to indemnify, defend and hold Company and our partners, employees, and affiliates, harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of the Website.
- (e) DMCA Notice. If you believe your work has been copied in a way that constitutes copyright infringement, please provide a notice containing all of the following information to our Copyright Agent:
  - (1) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
  - (2) A description of the copyrighted work that you claim has been infringed;

- (3) A description of where the material that you claim is infringing is located on the Website;
- (4) Your address, telephone number, and e-mail address;
- (5) 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; and
- (6) A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our Copyright Agent for Notice of claims of copyright infringement on the Website is Company, who can be reached as follows:

By e-mail: <a href="mailto:hello@metanoiatherapy.com">hello@metanoiatherapy.com</a> 1044 Centerville Circle, Vadnais Heights, MN 55127 Copyright © 2019

- (f) Links. These terms of use apply only to our Sites, and not to the Sites of any other companies or organizations, including those we link to. We do not maintain, create, endorse, or take any responsibility for the contents, advertising, products or other materials made available through any other site, including those we link to. Under no circumstances will we be held responsible or liable, directly or indirectly, for any loss or damage that is caused or alleged to have been caused to you in connection with your use of any content, goods or services available on any other site. Other Sites may link to our Sites by permission only. To seek our permission, you may contact us at the information above. We reserve the right to rescind any permission granted to you or any organization in which we approve linking to our Sites, and to require termination of any such link to any of the Sites, at our discretion at any time.
- (g) Force Majeure. Company shall not be responsible for delays or failures in performance resulting from acts of God, strikes, lockouts, riots, acts of war and terrorism, embargoes, boycotts, changes in governmental regulations, epidemics, pandemics, fire, communication line failures, power failures, earthquakes, other disasters or any other reason where failure to perform is beyond the control of, and not caused by, the non-performing party.

## 5. Privacy

(a) Except as otherwise provided in this Policy, Company does not collect personally identifiable information from individuals unless they provide it to Company voluntarily and knowingly. The Company only collects personal information for specific purposes such as responding to requests for information or to provide services. Company may sell or provide your information to unaffiliated companies for any purpose unrelated to the business of Company. Except as

provided herein, Company will not disclose any information about you to unaffiliated companies or organizations without your consent, unless:

- (1) required by law;
- (2) we believe it necessary to respond to an inquiry or provide you with a service which you have requested;
- (3) to implement the terms of our services or develop additional services;
- (b) Company recognizes the trust you place in it when you give out personal information. In order to operate the Website or deliver services within the State of Minnesota, Company may sometimes share your minimal personal information with a service provider under strictly confidential conditions in order to assist you in your matter or to congregate data for future development of products or services. Company will not otherwise disclose your personal information to anyone without your explicit consent. We may disclose personally identifiable information among all of our Services to affiliated companies in order to provide you with a seamless experience and to improve the quality of our Services. We may store and process personal information collected on our site in the United States or any other country in which the Company or its agents maintain facilities. By using our services, you consent to the transfer of your information among these facilities, including those located outside your country. In the event of an actual or potential transfer of ownership of the Company, such as acquisition by or merger with another company, we may disclose personal information to the actual or potential buyer and we will provide notice before any personally identifying information is transferred and becomes subject to a different privacy policy. We may share anonymized aggregated information with others. We may use anonymized aggregated information in reporting on our programs to show effectiveness and identify areas for improvement.

# 6. Security

(a) Company will take all reasonable steps to keep secure any information held about you, and to keep this information accurate and up-to-date. Any information you submit is stored on secure servers that are protected in controlled facilities. Company and data processors respect the confidentiality of any personal information held by Company. No data can be guaranteed to be 100% secure. Company cannot give an absolute assurance that the information you provide will be secure at all times. Likewise, Internet, email and other electronic communication between you and Company may be particularly susceptible to eavesdropping or unauthorized interception.

## 7. Cookies and Other Information

(a) To Company's knowledge, Company does not endorse, place or collect "cookies" on this web site for any reason except to advance the delivery and development of services. "Cookies" are

small text files a Web site can use to recognize repeat users, facilitate the user's ongoing access to and use of the site and to track usage behavior of, for example, the Web pages you visit.

(b) While Company does not participate, benefit, or condone such information gathering, Company' web site software, web domain hosting service, or others in the chain of internet communication, may automatically collect Cookies and or other information and compile aggregate data for statistical purposes to improve content and services.

#### 8. Access to Your Information

(a) If at any time you want to know exactly what personal information we hold about you or wish to change personal information that is inaccurate or out of date, please contact us and Company will amend the records.

#### 9. Viruses

(a) Company uses appropriate commercially available anti-virus mechanisms to ensure that this Website does not contain or carry viruses. However, due to the rapidly developing nature of viruses and the Internet, it is strongly recommended that you employ anti-virus software when accessing the Company' web site. Company makes no warranty that the web site or its e-mail correspondence is free from such viruses.

We respect your privacy as well as the privacy of our clients. We know that many visitors to the website may be concerned about the information they may provide and how that information is used. The following is provided to address those concerns. If you have any questions about the this Policy, you may contact Company or write to:

## Company

By e-mail: <a href="mailto:hello@metanoiatherapy.com">hello@metanoiatherapy.com</a> 1044 Centerville Circle, Vadnais Heights, MN 55127 Last modified September 1, 2023.

## 10. Online Store Terms

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

#### 11. Online Service and Product Additional Terms

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

# 12. Accuracy of Information

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or timelier sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

#### 13. Modifications to Services and Prices

Prices for our products and services are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

### 14. Services and Products

The Company shall provide direct therapeutic services to individuals and families seeking services for mental health concerns.

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

# 15. Accuracy of Billing and Account Information

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per business, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

For more detail, please review our Returns Policy below.

### 16. Optional Tools

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

# 17. Third Party Links

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

#### 18. Errors, Inaccuracies and Omissions

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

### 19. Indemnification

You agree to indemnify, defend and hold harmless Company and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

# 20. Severability

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

#### 21. Termination

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

# 22. Entire Agreement

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

# 23. Changes to Terms

You can review the most current version of the Terms at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms constitutes acceptance of those changes.

#### 24. Contact Information

Questions about the Terms of Service should be sent to us at hello@metanoiatherapy.com.

## 25. Returns

We do not offer returns or exchanges or refunds of any kind. All sales are final.

26. Additional Personal Information We Collect for Services and Products

When you visit the Site, we automatically collect certain information about your device, including information about your web browser, IP address, time zone, and some of the cookies that are installed on your device. Additionally, as you browse the Site, we collect information about the individual web pages or products that you view, what websites or search terms referred you to the Site, and information about how you interact with the Site. We refer to this automatically-collected information as "Device Information."

We collect Device Information using the following technologies:

- "Cookies" are data files that are placed on your device or computer and often include an anonymous unique identifier. For more information about cookies, and how to disable cookies, visit http://www.allaboutcookies.org.
- "Log files" track actions occurring on the Site, and collect data including your IP address, browser type, Internet service provider, referring/exit pages, and date/time stamps.
- "Web beacons," "tags," and "pixels" are electronic files used to record information about how you browse the Site.

Additionally when you make a purchase or attempt to make a purchase through the Site, we collect certain information from you, including your name, billing address, shipping address, payment information (including credit card numbers), email address, and phone number. We refer to this information as "Order Information."

When we talk about "Personal Information" in this Privacy Policy, we are talking both about Device Information and Order Information.

#### HOW DO WE USE YOUR PERSONAL INFORMATION?

We use the Order Information that we collect generally to fulfill any orders placed through the Site (including processing your payment information, arranging for shipping, and providing you with invoices and/or order confirmations). Additionally, we use this Order Information to:

- Communicate with you;
- Screen our orders for potential risk or fraud; and
- When in line with the preferences you have shared with us, provide you with information or advertising relating to our products or services.

We use the Device Information that we collect to help us screen for potential risk and fraud (in particular, your IP address), and more generally to improve and optimize our Site (for example, by generating analytics about how our customers browse and interact with the Site, and to assess the success of our marketing and advertising campaigns).

# 27. Sharing Your Information For Services and Products

We share your Personal Information with third parties to help us use your Personal Information, as described above. For example, we use an online commerce platform to power our online store--you can read more about how online commerce platform uses your Personal Information by visiting: Stripe and Payal. We also use Google Analytics to help us understand how our customers use the Site--you can read more about how Google uses your Personal Information here: https://www.google.com/intl/en/policies/privacy/. You can also opt-out of Google Analytics here: https://tools.google.com/dlpage/gaoptout.

Finally, we may also share your Personal Information to comply with applicable laws and regulations, to respond to a subpoena, search warrant or other lawful request for information we receive, or to otherwise protect our rights.

## BEHAVIORAL ADVERTISING

As described above, we use your Personal Information to provide you with targeted advertisements or marketing communications we believe may be of interest to you. For more information about how targeted advertising works, you can visit the Network Advertising Initiative's ("NAI") educational page at http://www.networkadvertising.org/understanding-online-advertising/how-does-it-work.

You can opt out of targeted advertising by:

#### COMMON LINKS INCLUDE:

FACEBOOK - https://www.facebook.com/settings/?tab=ads

GOOGLE - https://www.google.com/settings/ads/anonymous

BING - https://advertise.bingads.microsoft.com/en-us/resources/policies/personalized-ads

Additionally, you can opt out of some of these services by visiting the Digital Advertising Alliance's opt-out portal at: http://optout.aboutads.info/.

## DO NOT TRACK

Please note that we do not alter our Site's data collection and use practices when we see a Do Not Track signal from your browser.

#### YOUR RIGHTS

If you are a European resident and we have a legitimate transaction with you, you have the right to access personal information we hold about you and to ask that your personal information be corrected, updated, or deleted. If you would like to exercise this right, please contact us through the contact information below.

Additionally, if you are a European resident we note that we are processing your information in order to fulfill contracts we might have with you (for example if you make an order through the Site), or otherwise to pursue our legitimate business interests listed above. Additionally, please note that your information may be transferred outside of Europe, including to Canada and the United States.

# **DATA RETENTION**

When you place an order through the Site, we will maintain your Order Information for our records unless and until you ask us to delete this information.

### MINORS AND INTENDED AUDIENCE

The Site is not intended for individuals under the age of 18 or the age of a minor in your jurisdiction. The Website is intended for adults only. The Website is not intended for any children under the age of 18. We do not knowingly collect personal information from anyone under the age of 13. The Federal Trade Commission ("FTC") regulates the means by which website operators collect and use personal information from children under 13, pursuant to the Children's Online Privacy Protection Act of 1998 (the "Act"). If we learn we have collected personal information from a child under the age of 13 without verification of parental consent, we will delete that information as soon as practicable. We recommend that children ages 13 to 18

seek parental permission before disclosing any personal information via the internet. For more information about the Act and children's on-line privacy in general, visit the FTC's website at <a href="http://www.ftc.gov">http://www.ftc.gov</a>.

# **CHANGES**

We may update this privacy policy from time to time in order to reflect, for example, changes to our practices or for other operational, legal or regulatory reasons.

# **CONTACT US**

For more information about our privacy practices, if you have questions, or if you would like to make a complaint, please contact us by e-mail at hello@metanoiatherapy.com or by mail using the details provided below:

1044 Centerville Circle, Vadnais Heights, MN 55127

We look forward to working with you.