

# 1. THIS IS AN AGREEMENT BETWEEN YOU AND RHYTHMSFROMTHEHEART.BIZ

This is an agreement ("Agreement") between you and Rhythmsfromtheheart.biz. This Agreement governs your use of any Web pages or Web site operated by Rhythmsfromtheheart.biz (each, a "Rhythmsfromtheheart.biz Web Site," and collectively, the "Rhythms From The Heart Web Sites" or "Rhythmsfromtheheart.biz Web Pages"). Rhythmsfromtheheart.com offers the Rhythmsfromtheheart.biz Web Site to you conditioned on your acceptance on this Agreement without modification. Your use of the Rhythmsfromtheheart.biz constitutes your acceptance of this agreement.

## 2. RHYTHMSFROMTHEHEART.BIZ MAY MODIFY THIS AGREEMENT

Rhythmsfromtheheart.biz reserves the right to change the terms, conditions, and notices under which it offers the Rhythmsfromtheheart.biz Web Site, including any changes to charges associated with product purchase. You are responsible for regularly reviewing these terms, conditions and notices, and any additional terms posted on any Rhythmsfromtheheart.biz Web Pages. Your continued use of the Rhythmsfromtheheart.biz Web Site after the effective date of such changes constitutes your acceptance of and agreement to such changes.

## 3. ADDITIONAL TERMS

If any terms contained in this Agreement conflict with any terms contained within the Rhythmsfromtheheart.biz Web Site, then the terms in this Agreement supersede.

## 4. NO UNLAWFUL OR HARMFUL USE OF THE RHYTHMSFROMTHEHEART.BIZ WEB SITE

You will not use the Rhythmsfromtheheart.biz Web Site or any of the Rhythmsfromtheheart.biz Web Pages for personal gain purposes. You will not use the Rhythmsfromtheheart.biz Web Site in any way that is unlawful, or harms Rhythmsfromtheheart.biz, its affiliates, and/or suppliers, or any customer of Rhythmsfromtheheart.biz; as determined in Rhythmsfromtheheart.biz's sole discretion.

Rhythmsfromtheheart.biz may inform you about certain specific harmful uses in a code of conduct or other notices available through the Rhythmsfromtheheart.biz Web Site, but has no obligation to do so. You may not use the Rhythmsfromtheheart.biz Web Site in any way that breaches any code of conduct, policy or other notice applicable to the Rhythmsfromtheheart.biz Web Site. Without limiting the generality of this section, you may not use the Rhythmsfromtheheart.biz Web Site in any manner that could damage, disable, overburden, or impair any Rhythmsfromtheheart.biz Web Pages (or the network(s) connected to any Rhythmsfromtheheart.biz Web Pages) or interfere with any other party's use of the Rhythmsfromtheheart.biz Web Site.

## 5. PROPRIETY RIGHT

You acknowledge that the Service contains information, data, software, photographs, graphs, videos, typefaces, graphics, music, sounds, and other material (collectively "Content") that are protected by copyrights, trademarks, or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or hereinafter developed. You may not modify, remove, delete, augment, add to, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any way exploit any of the Content, in whole or in part. If no specific restrictions are displayed, you may use the Content only for your personal non-commercial use and make copies of select portions of the Content, provided that, the copies are made only for your personal use and that you maintain any notices contained in the Content. You may not upload, post, reproduce, or distribute in any way Content without obtaining permission of the owner of the website.

## 6. MATERIALS YOU PROVIDE

For materials you provide to Rhythmsfromtheheart.biz related to the Rhythmsfromtheheart.biz Web Site, you grant Rhythmsfromtheheart.biz permission to (1) use, copy, transmit, reproduce, edit, modify, translate and reformat your information, each in connection with the Rhythmsfromtheheart.biz Web Site, and (2) maintain these rights, to the maximum extent permitted by applicable law.

Rhythmsfromtheheart.biz will not pay you for your information. Rhythmsfromtheheart.biz may remove your information from the Rhythmsfromtheheart.biz web database at any time. For any information you provide Rhythmsfromtheheart.biz, you state with the acceptance of this Agreement that you have all rights necessary to make the grants and permission to provide such information. To the maximum extent permitted by applicable law, Rhythmsfromtheheart.biz may disclose any information in the event it has a good faith reason to believe that a crime has been committed in association with credit card purchases, fraud investigations, and any police action requiring personal data retrieval from Rhythmsfromtheheart.biz. Your Agreement with these terms ensures your compliance with protecting the rights, property, and interests of Rhythmsfromtheheart.biz and any customer of Rhythmsfromtheheart.biz.

## 7. INFORMATION AVAILABLE FROM THE RHYTHMSFROMTHEHEART.BIZ WEB SITE

Rhythmsfromtheheart.biz and its suppliers do not warrant or guarantee the accuracy or timeliness of any information available from the Rhythmsfromtheheart.biz Web Site, even if such information appears in any e-mail from Rhythmsfromtheheart.biz or on the Rhythmsfromtheheart.biz Web Site Pages.

Rhythmsfromtheheart.biz and its suppliers do not authorize the use of information available from the Rhythmsfromtheheart.biz Web Site including personal data from customers for any purpose other than identification of customers, and prohibit to the maximum extent allowable the resale, redistribution, and use of this information for commercial purposes. Nothing contained in the Rhythmsfromtheheart.biz Web Site is intended to constitute professional advice including, but not limited to, medical treatment.

## 8. RHYTHMSFROMTHEHEART.BIZ MAKES NO WARRANTY

Rhythmsfromtheheart.biz provides the Rhythmsfromtheheart.biz Web Site "as is," "with all faults," and "as available," and the entire risk as to satisfactory quality, performance, accuracy, and effort is with you. To the maximum extent permitted by applicable law, Rhythmsfromtheheart.biz makes no representations, warranties or conditions, express or implied. Rhythmsfromtheheart.biz disclaims any and all warranties or conditions, express, statutory and implied, including without limitation (1) warranties or conditions of merchantability, accuracy, title, no encumbrances, no liens and non-infringement, (2) warranties or conditions arising through course of dealing or usage of trade, and (3) warranties or conditions that access to or use of the Rhythmsfromtheheart.biz Web Site will be uninterrupted or error-free. There are no warranties that extend beyond the face of this agreement.

## 9. LIABILITY LIMITATION

In no event will any Rhythmsfromtheheart.biz company be liable for any damages, including without limitation any indirect, consequential, special, incidental, or punitive damages arising out of, based on, or resulting from this agreement or your use of the Rhythmsfromtheheart.biz Web Site, even if Rhythmsfromtheheart.biz has been advised of the possibility of such damages. Limitations and exclusions apply without regard to whether the damages arise from (1) breach of contract, (2) breach of warranty, (3) negligence, or (4) any other cause of action, to the extent such exclusion and limitations are not prohibited by applicable law. If you are dissatisfied with the Rhythmsfromtheheart.biz Web Site, you do not agree with any part of this agreement, or you have any other dispute or claim with or against Rhythmsfromtheheart.biz with respect to this Agreement or the Rhythmsfromtheheart.biz Web Site, then your sole and exclusive remedy is to discontinue using the Rhythmsfromtheheart.biz Web Site.

## 10. CHANGES TO THE RHYTHMSFROMTHEHEART.BIZ WEB SITES; ADDITIONAL LIABILITY LIMITATION

RHYTHMSFROMTHEHEART.BIZ MAY CHANGE THE RHYTHMSFROMTHEHEART.BIZ WEB SITE OR DELETE FEATURES IN ANY WAY, AT ANY TIME AND FOR ANY REASON. As you use the Rhythmsfromtheheart.biz Web Site, you should expect to receive, access or use information, materials, graphics, software, data and content (collectively, "Content") originated by Rhythmsfromtheheart.biz and persons other than Rhythmsfromtheheart.biz (any such person is referred to as a "Third Party"). You acknowledge and agree that Rhythmsfromtheheart.biz is not responsible or liable for (1) any content, including without limitation, any infringing, inaccurate, obscene, threatening, or illegal content, or (2) any third-party conduct, transmissions or data. In addition, you acknowledge and agree that Rhythmsfromtheheart.biz is not responsible or liable for (1) any viruses or other disabling features that affect your access to or use of the Rhythmsfromtheheart.biz Web Site, (2) any incompatibility between the Rhythmsfromtheheart.biz Web Site and other web sites, services, software and hardware, (3) any delays or failures you may experience in initiating, conducting or completing any transmissions or transactions in connection with the Rhythmsfromtheheart.biz Web Site in an accurate or timely manner, or (4) any damages or costs of any type arising out of or in any way connected with your use of any services available from third parties though links contained on the Rhythmsfromtheheart.biz Web Site. The

limitations, exclusions and disclaimers in sections 7, 8 and 9 of this agreement apply to the maximum extent permitted by applicable law, and are not intended to deprive you of any mandatory protections provided to you under applicable law.

## 11. TERMINATION; ACCESS RESTRICTION

Rhythmsfromtheheart.biz may terminate this Agreement, or terminate or suspend your access to the Rhythmsfromtheheart.biz Web Site at any time, with or without cause, with or without notice. Upon such termination or suspension, your right to use the Rhythmsfromtheheart.biz Web Site will immediately cease. Upon such termination or suspension, any information you have stored on the Rhythmsfromtheheart.biz web site may not be retrieved later.

## 12. INTERPRETING THE AGREEMENT

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law, 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 this Agreement will continue in effect. Rhythmsfromtheheart.biz may assign this Agreement, in whole or in part, at any time with or without notice to you. You may not assign this Agreement, or assign, transfer or sublicense your rights, if any, in the Rhythmsfromtheheart.biz Web Site. Except as expressly stated herein, this Agreement constitutes the entire agreement between you and Rhythmsfromtheheart.biz with respect to the Rhythmsfromtheheart.biz Web Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Rhythmsfromtheheart.biz with respect to the Rhythmsfromtheheart.biz Web Site. The section titles in the Agreement are solely used for the convenience of the parties and have no legal or contractual significance.

## 13. ACCOUNT INFORMATION

Each time you enter your account login information, you are permitting Rhythmsfromtheheart.biz and its agents to process your request and use information submitted by you to accomplish the foregoing. You will choose a password when registering, please keep it secure. Rhythmsfromtheheart.biz is not responsible for lost or stolen usernames or passwords and the use of such information, without Rhythmsfromtheheart.biz notification, is the sole responsibility of the original user.

## 14. RHYTHMSFROMTHEHEART.BIZ PRODUCT PURCHASE PRIVACY STATEMENT

For information regarding the Rhythmsfromtheheart.biz privacy policy. If you have questions about our Privacy Policy, please send an e-mail to Rhythmsfromtheheart.biz ([Info@ Rhythmsfromtheheart.biz](mailto:Info@Rhythmsfromtheheart.biz)). Feel free to contact a representative of Rhythmsfromtheheart.biz with any questions, comments, or concerns at the following email: [Info@ Rhythmsfromtheheart.biz](mailto:Info@Rhythmsfromtheheart.biz).

## **INTRODUCTION**

Rhythmsfromtheheart.biz recognizes and respects the importance of maintaining the privacy of our customers, registered members, gift recipients and users, and has established this privacy notice ("Privacy Notice") as a result. The purpose of this Privacy Notice is to inform you of:

- the information, including personal information, we may collect from you when you visit our website (as defined below), respond to our emails, place orders via mail, use our mobile application, place orders through social media applications (such as our Facebook App), or otherwise contact us via telephone, text (SMS, MMS), email, or mail (collectively, our "Service"),
- why we gather information from you,
- how we collect it,
- how we use it (including with whom we may share it),
- how we secure your personal information, and
- the choices you have regarding our use of, and your access to and correction and deletion of, personal information you have provided.

This Privacy Notice is part of the Terms of Use, which governs your use of our website located at Rhythmsfromtheheart.biz, linked to this Privacy Notice (the "Website") and the Service. The Service is operated by Rhythmsfromtheheart.biz (the "Company"). "Employees" are persons or entities directly or indirectly controlling, controlled by, or under common control with, Rhythmsfromtheheart.biz.

For the purposes of this Privacy Notice, and unless you are explicitly notified otherwise, the Company is the controller of your personal information, and where the processing of personal information is also undertaken by our company. Company employees are all responsible for deciding how your personal data is held and used. See the "Contact Us" section below for details on how to contact the Company or exercise your rights with respect to your personal information.

### **Please Note:**

You must be 18 years or older and the age of majority in your place of residence to use or register as a member. The Service is a general audience site and we do not knowingly collect, maintain or disclose personal information from or about children. If you are a parent or guardian of a child and become aware that your child has provided personal information to us, please contact us as described in this Privacy Notice and we will take reasonable steps to promptly remove any such information.

### **WHY DO WE GATHER INFORMATION?**

The Company and the Service gathers information, including personal information, mainly to communicate with you and to process your orders, but also to help improve our products and customer service, to provide an enhanced and more personalized shopping experience and to inform you, and your gift and message recipients, of special offers and discounts from Rhythmsfromtheheart.biz.

### **WHAT INFORMATION DO WE GATHER?**

Depending on how you interact with us, we collect some or all of the following categories of information:

- Contact and other personal information: your name, address, postal code, telephone number, email address, user ID and contact information, as well as gender and birth date, if you choose, or are otherwise required to enter such information, and interests,
- Billing information: credit/debit card number, expiration date, CVV code, alternate or additional billing information and billing address,
- Purchase information: products purchased and occasion type (for example, Mother's Day), any promotion or gift card code and related information (for example, if you are claiming frequent flyer miles),
- Gift-related information: gift recipients' names, addresses, telephone numbers, and email addresses, and the gift messages you include,
- Device information about the devices you use to access our Service (including mobile devices), platform information, user identification number and device location,
- Application information - including which of your applications are used, how your applications are used and the duration of use of your applications,
- Network information –including IP address, network carrier and country code, browsing information, such as how you interact with the Service, and
- other information you provide to us when you participate in our various forums, as well as User Submissions (defined in the Terms of Use).

## **HOW DO WE COLLECT INFORMATION FROM YOU?**

### **A. In general.**

We collect information when you:

- visit our website and use our Service,
- place an order or receive a gift,
- participate in our forums, surveys, contests, sweepstakes, promotions, content submissions, chats, bulletin boards, discussion groups, requests for suggestions, and membership registrations, and
- engage in other activities, services, products and resources we make accessible to our customers, members or users.

The information may be provided directly to us by you when placing an order or participating in a survey, etc., or, as is true of most websites, we gather certain device and usage information automatically. This information may include internet protocol (IP) addresses, browser type, device information, internet service provider (ISP), referring/exit pages, the files viewed on our site (e.g., HTML pages, graphics, etc.), operating system, date/time stamp, and/or clickstream data to analyze trends and administer the Website. This information may be collected by us even if an order, registration, or other process is started but not completed or is otherwise cancelled.

### **B. How we use "Cookies"**

A "cookie" is a small data file sent to your browser from a web server and stored on your computer. We use cookies to let us know that you are a prior customer, user or registered member and to provide certain features to you. Most web browsers allow you to instruct the browser to prevent the use of cookies. However, if you disable this feature, certain aspects of the Services, such as the shopping basket, may not function properly.

#### **D. Push Notifications.**

As a user who has downloaded our Company's mobile application(s), we may from time-to-time send you push notifications to your device to communicate with you and advise you of current offers and promotions. To ensure that you receive timely notification of such communications and promotions, we need to collect certain information from your device as indicated above. If at any time you do not wish to receive these types of communications, you may turn them off on your device.

#### **HOW WE USE/SHARE THE INFORMATION WE COLLECT**

We use information we collect to communicate with you, to process your orders, to improve our products and services (such as by responding to your feedback), to conduct research (such as statistics on favorite -- i.e., most ordered -- products), to provide an enhanced and more personalized shopping experience (for instance, to provide event reminders, such as birthdays), to inform you and your gift recipients of offers and discounts from Rhythmsfromtheheart.com.

We may also use your information, as necessary or appropriate in our view, to operate the Service, to respond to your inquiries, to process orders or registrations, and to conduct promotions in which you participate.

#### **A. Company Employee Data Sharing.**

We may provide your information to our employees for use in connection with your orders and, including sending you offers and promotions. However, in connection with information collected under this Privacy Notice, they are required to comply with this Privacy Notice. The following categories of information may be shared with our employees:

- Contact and other personal information: your name, address, telephone number, email address, user ID and contact information, as well as gender and birth date, if you choose, or are otherwise required to enter such information, and interests,
- Billing information: credit/debit card number, expiration date, CVV code, alternate or additional billing information and billing address,
- Purchase information: products purchased and occasion type (for example, Mother's Day), any promotion or gift card code and related information (for example, if you are claiming frequent flyer miles),
- Gift-related information: gift recipients' names, addresses, telephone numbers, and email addresses, and the gift messages you include,
- Device information about the devices you use to access our services (including mobile devices): platform information, user identification number and device location,
- Application information - including which of your applications are used, how your applications are used and the duration of use of your applications,
- Network information --including IP address, network carrier and country code, browsing information, such as how you interact with the Services; and
- Other information you provide to us when you participate in our various forums, as well as User Submissions (defined in the Terms of Use).

#### **E. For Legal Purposes.**

In certain situations, we may be required to disclose personal data in response to lawful requests from public authorities, including to comply with national security or law enforcement requirements. We reserve the right to disclose information we collect from you, or that you provide to us, as

required by law, in response to legal process and law enforcement requests, when we believe, in good faith, that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, respond to a government request, and to protect the rights or property of the Company, its Employees, users, customers, recipients, Members, Sponsors, Providers, Licensors, Merchants and Associates (as these terms are defined in the Terms of Use).

## **F. Social Media**

Please note that any personal information you reveal or post on one of our public forums (as defined in the Terms of Use), such as a message board, chat room, blog, discussion group, folder, survey, contest, sweepstakes, user review and rate forum, and all User Submissions, are not protected by this Privacy Notice and may be collected, shared and used by us, including to contact you. Information you provide or post on our public forums, you disclose at your own risk.

## **WHERE WE STORE YOUR INFORMATION**

Our Service is operated in the United States.

Although personal information collected by us through the Service will be used by us in accordance with this Privacy Notice, laws generally applicable to the protection of personal data in the U.S.

## **HOW LONG WE KEEP YOUR PERSONAL INFORMATION**

We may retain your information in accordance with our data retention policies and for as long as your account is active or as needed to provide you services, comply with our legal obligations, resolve disputes and enforce our agreements, or until you request us to stop using it. We may, however, keep some of your personal information to ensure that we comply with your request not to use your personal information or comply with your right to erasure. For example, we must keep your request to be erased, even if it includes your personal data, until such time as you are no longer our customer.

If you have questions about our data retention policies, please contact us as noted below.

## **HOW YOUR INFORMATION IS SECURED**

The security of your personal information is important to us. If you have any questions about the security of your personal information, you can contact us at [info@Rhythmsfromtheheart.biz](mailto:info@Rhythmsfromtheheart.biz).

If you place an order on our website, it encrypts the credit/debit card number you submit prior to transmission over the Internet using secure socket layer (SSL) encryption technology. This technology works best when the website is viewed using Microsoft IE®, Google Chrome®, Mozilla Firefox®, and Apple Safari® browsers. However, no transmission of data over the Internet or any other network can be guaranteed to be 100% secure. Although we make reasonable efforts to safeguard personal information once we receive it, we cannot warrant the security of information we receive.

Portions of the Service may require registration and log-in processes in which you will select a user ID and password (collectively, the "Password"). Passwords provided to you by us are the confidential property of the Company and may be used by you solely for your individual use of the Service (and otherwise as specified by us). You are responsible for maintaining the confidentiality of any Password and for all activities that occur using your Password, whether or not authorized by you. You agree to immediately notify us of any unauthorized use of your Password or accounts.



## **HOW TO LIMIT THE USE OF OR MODIFY YOUR INFORMATION**

We want to communicate with you only to the extent you want to hear from us.

Any promotional email we send to you (or your gift recipient after consent, where required by law) will include an “unsubscribe” link to use or a link to opt-out of receiving further promotional emails from the sender.

If you wish to set your preferences concerning promotional communications, please let us know by contacting us at [Info@Rhythmsfromtheheart.biz](mailto:Info@Rhythmsfromtheheart.biz) and identify your preferences regarding promotional communications and the sharing of your contact information. Your instructions will be processed as soon as reasonably practicable and in accordance with law.

### **Your Privacy Rights**

Rhythmsfromtheheart.biz respects your control over your information and, upon request, we will confirm whether we hold or are processing information that we have collected from you. You also have the right to amend or update inaccurate or incomplete personal information (including the right to obtain a copy of the corrected information), request deletion of your personal information, or request that we no longer use it. If you would like to update or correct information previously provided to us, please contact us at [Info@ Rhythmsfromtheheart.biz](mailto:Info@Rhythmsfromtheheart.biz). Upon your written request, we will provide you with information about whether we hold any of your personal information and will confirm that the data has been corrected or deleted. We will respond to your request within the allotted timeframe and will notify you if an extension is needed.

Members can directly access, modify and update their membership information (including name, mailing address, birth date, telephone number and email address) by accessing the password-protected "Update Membership" page.

### **WHAT IF I CHOOSE NOT TO GIVE YOU MY PERSONAL INFORMATION?**

You are not obligated to provide us your personal information. However, if the personal information is necessary to supply goods or services to you under a contract or an order between you and the Company and you do not give us your personal information, then we will not be able to enter into that contract or honor that order for goods or services.

You may also request:

- The specific categories of personal information we have collected about you during the previous 12 months;
- The specific personal information we have collected about you during the previous 12 months, depending upon verification of your identity or verification of the person authorized to act on your behalf;
- The categories of personal information we have disclosed to third parties about you along with the categories of the organizations receiving that information during the previous 12 months;
- The categories of personal information we have sold to third parties about you along with the categories of the organizations receiving that information during the previous 12 months;
- The deletion of your personal information, subject to several exemptions available to us.

Prior to honoring your opt-out request, the Company will make a reasonable attempt to verify your identity. You may designate an authorized agent to make a request to disclose or to delete your personal information by providing the authorized agent written permission to do so and by verifying your own identity with us. The Company will not discriminate against you if you take advantage of these rights.

### **LINKS TO OTHER WEBSITES**

We may provide you with the ability to log into our Service using a social media account, such as Facebook Connect. We do not control the activities of such social media services and have no control over the data they collect or their privacy practices. You should review their privacy practices before using any such social media service.

### **CHANGES TO THIS PRIVACY NOTICE**

The Company may change this Privacy Notice from time to time in the future. Any changes will be posted here and reflect the date of such changes on the first page of this Privacy Notice. We advise you to check back frequently to see any updates or changes.

By using the Website and the Service, after such changes take effect, you agree to be legally bound and to abide by the revised Privacy Notice and Terms of Use, of which this Notice is a part.

**Last updated April 9, 2022**