

Awake & Intentional & stephanieburns.ca – Privacy Policy

This page informs you of our policies regarding the collection, use and disclosure of Personal Information we receive from users of the Site. We use your Personal Information only for providing and improving the Site. By using the Site, you agree to the collection and use of information in accordance with this policy.

What is considered personal information?

Personal information refers to information such as your name, address, email address, geographic location, purchase history, gender, credit card information and browsing habits on our site.

What information do we collect?

We collect information from you when you register on the site, place an order, enter a contest or sweepstakes, respond to a survey or communication such as e-mail, or participate in another site feature.

When ordering or registering, we may ask you for your name, e-mail address, mailing address, phone number, credit card information or other information. You may, however, visit our site anonymously.

We also collect information about gift recipients so that we can fulfill the gift purchase.

Like many websites, we use cookies to enhance your experience and gather information about visitors and visits to our websites. Please refer to the “do we use cookies” section below for information about cookies and how we use them.

We may process the following categories of personal data about you:

- **Communication Data** that includes any communication that you send to us whether that be through the contact form on our website, through email, text, social media messaging, social media posting or any other communication that you send us. We process this data for the purposes of communicating with you, for record keeping and for the establishment, pursuance or defense of legal claims. Our lawful ground for this processing is our legitimate interests, which in this case are to reply to communications sent to us, to keep records and to establish, pursue or defend legal claims.
- **Customer Data** that includes data relating to any purchases of goods and/or services such as your name, title, billing address, delivery address, email address, phone number, contact details, purchase details and your card details. We process this data to supply the goods and/or services you have purchased and to keep records of such transactions. Our

lawful ground for this processing is the performance of a contract between you and us and/or taking steps at your request to enter into such a contract.

- **User Data** that includes data about how you use our website and any online services together with any data that you post for publication on our website or through other online services. We process this data to operate our website and ensure relevant content is provided to you, to ensure the security of our website, to maintain back- ups of our website and/or databases and to enable publication and administration of our website, other online services and business. Our lawful ground for this processing is our legitimate interests which in this case are to enable us to properly administer our website and our business.
- **Technical Data** that includes data about your use of our website and online services such as your IP address, your login data, details about your browser, length of visit to pages on our website, page views and navigation paths, details about the number of times you use our website, time zone settings and other technology on the devices you use to access our website. The source of this data is from our analytics tracking system. We process this data to analyse your use of our website and other online services, to administer and protect our business and website, to deliver relevant website content and advertisements to you and to understand the effectiveness of our advertising. Our lawful ground for this processing is our legitimate interests which in this case are to enable us to properly administer our website and our business and to grow our business and to decide our marketing strategy.
- **Marketing Data** that includes data about your preferences in receiving marketing from us and our third parties and your communication preferences. We process this data to enable you to partake in our promotions such as sales offers, affiliate offers, free contests with give-aways, to deliver relevant website content and advertisements to you and measure or understand the effectiveness of this advertising. Our lawful ground for this processing is our legitimate interests which in this case are to study how customers use our products/services, to develop them, to grow our business and to decide our marketing strategy.
- We may use Customer Data, User Data, Technical Data and Marketing Data to deliver relevant website content and advertisements to you (including Facebook adverts or other display advertisements) and to measure or understand the effectiveness of the advertising we serve you. Our lawful ground for this processing is legitimate interests which is to grow our business. We may also use such data to send other marketing communications to you. Our lawful ground for this processing is either consent or legitimate interests (namely to grow our business).

Sensitive Data

We do not collect any Sensitive Data about you. Sensitive data refers to data that includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation,

political opinions, trade union membership, information about your health and genetic and biometric data. We do not collect any information about criminal convictions and offences.

Marketing Communications

Our lawful ground of processing your personal data to send you marketing communications is either your consent or our legitimate interests (namely to grow our business).

Under the Privacy and Electronic Communications Regulations, we may send you marketing communications from us if (i) you made a purchase or asked for information from us about our goods or services or (ii) you agreed to receive marketing communications and in each case you have not opted out of receiving such communications since. Under these regulations, if you are a limited company, we may send you marketing emails without your consent. However you can still opt out of receiving marketing emails from us at any time.

You can ask us or third parties to stop sending you marketing messages at any time simply by unsubscribing from emails via the unsubscribe button which can be found at the bottom of each email or by sending support@stephanieburns.ca an email with your request to stop receiving emails.

If you opt out of receiving marketing communications this opt-out does not apply to personal data provided as a result of other transactions, such as purchases, warranty registrations etc.

Disclosure of your personal data

We may have to share your personal data with the parties set out below:

- Service providers who provide IT and system administration services.
- Professional advisers including lawyers, bankers, auditors and insurers.
- Government bodies that require us to report processing activities.
- 3rd party technology platforms and advertisers that support the running and growth of the company, Stephanie Burns.

We require all third parties to whom we transfer your data to respect the security of your personal data and to treat it in accordance with the law. We only allow such third parties to process your personal data for specified purposes and in accordance with our instructions.

How do we use your information?

We may use the information we collect from you when you register, purchase products, enter a contest or promotion, respond to a survey or marketing communication, surf the website, or use certain other site features in the following ways:

To personalize your site experience and to allow us to deliver the type of content and product offerings in which you are most interested.

To allow us to better service you in responding to your customer service requests. To quickly process your transactions.

To administer a contest, promotion, survey or other site feature.

If you have opted-in to receive our email newsletter, free challenges, or a free ebook, we will send you educational and marketing emails.

If you would no longer like to receive promotional email from us, please refer to the “How can you opt-out, remove or modify information you have provided to us?” section below.

If you have not opted-in to receive email newsletters, you will not receive these emails.

Visitors who register or participate in other site features such as marketing programs and ‘members-only’ content will be given a choice whether they would like to be on our email list and receive e-mail communications from us.

Data Security

We have put in place security measures to prevent your personal data from being accidentally lost, used, altered, disclosed, or accessed without authorisation. We also allow access to your personal data only to those employees and partners who have a business need to know such data. They will only process your personal data on our instructions and they must keep it confidential.

We have procedures in place to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach if we are legally required to.

Data Retention

We will only retain your personal data for as long as necessary to fulfill the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

When deciding what the correct time is to keep the data for we look at its amount, nature and sensitivity, potential risk of harm from unauthorised use or disclosure, the processing purposes, if these can be achieved by other means and legal requirements.

For tax purposes the law requires us to keep basic information about our customers (including Contact, Identity, Financial and Transaction Data) for seven years after they stop being customers.

In some circumstances we may anonymise your personal data for research or statistical purposes in which case we may use this information indefinitely without further notice to you.

Cookies

As you browse stephanieburns.ca, advertising cookies will be placed on your computer so that we can understand what you are interested in. Cookies are files with small amount of data, which may include an anonymous unique identifier. Cookies are sent to your browser from a web site and stored on your computer's hard drive. To opt out of cookies, find and select the settings tab of your internet browser and click "block third party cookies and site data" or de-select the "accept cookies" box

Changes to our policy

If we decide to change our privacy policy, we will post those changes on this page. Policy changes will apply only to information collected after the date of the change. This policy was last modified on April 21, 2023

Online Privacy Policy

This privacy policy refers only to information collected through our websites, and does not apply to information collected in person at events, coaching calls or social media.

Your consent

In using our site and participating in the program, you agree to our privacy policy.

Questions and feedback

We welcome your questions, comments, and concerns about privacy. Please send us any and all feedback pertaining to privacy, or any other issue via email at: support@stephanieburns.ca

Awake & Intentional - Terms & Conditions

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE

CAREFULLY BEFORE USING THIS WEBSITE. All users of the program agree that access to and use of this program is subject to the following terms and conditions and other applicable law. If you do not agree to these terms and conditions, please do not use this site.

TERMS AND CONDITIONS

The Standard Terms And Conditions contained herein on this webpage, shall govern your use of this Program, including all pages within this Program (collectively referred to herein below as this “Program”). These Terms apply in full force and effect to your use of this Program and by using this Website, you expressly accept all terms and conditions contained herein in full. You must not use this Program, if you have any objection to any of these Standard Terms And Conditions.

COPYRIGHT

The entire content included in this Program including but not limited to text, graphics or code is copyrighted as a collective work under the Canadian and other copyright laws, and is the property of Stephanie Burns and Awake & Intentional. ALL RIGHTS RESERVED. Permission is granted to electronically copy and print hard copy portions of this Website for the sole purpose of placing an order with Stephanie Burns or purchasing products from Awake & Intentional.

You may download or print portions of the material from the different areas of the Program solely for your own non-commercial use, or to place an order with Stephanie Burns and Awake & Intentional or to purchase Stephanie Burns and Awake & Intentional products. Any other use, including but not limited to the reproduction, distribution, display or transmission of the content of this Program is strictly prohibited, unless authorized by Stephanie Burns and Awake & Intentional. You further agree not to change or delete any proprietary notices from materials downloaded from the program.

TRADEMARKS

All trademarks, service marks and trade names of Stephanie Burns and Awake & Intentional used in the Program are trademarks of Stephanie Burns and Awake & Intentional.

WARRANTY DISCLAIMER

This Program and the materials and products in this Program are provided “as is” and without warranties of any kind, whether express or implied. To the fullest extent permissible pursuant to applicable law, Stephanie Burns and Awake & Intentional disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement. Stephanie Burns and Awake & Intentional does not represent or warrant that the functions contained in the Program will be uninterrupted or error-free, that the defects will be corrected, or that this Program or the server that makes the Program available are free of viruses or other harmful components. Stephanie Burns and Awake & Intentional does not make any warranties or representations regarding the use of the materials in this Program in terms of their correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise. Some states do not permit limitations or exclusions on warranties, so the above limitations may not apply to you.

LIMITATION OF LIABILITY

Stephanie Burns and Awake & Intentional shall not be liable for any special or consequential damages that result from the use of, or the inability to use, the materials in this Program or the performance of the products, even if Stephanie Burns and Awake & Intentional has been advised of the possibility of such damages. Applicable law may not allow the limitation of exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you.

FOR EDUCATIONAL AND INFORMATIONAL PURPOSES ONLY

The information provided in or through this Program is for educational and informational purposes only and solely as a self-help tool for your own use.

NOT MEDICAL ADVICE

Stephanie Burns is not a licensed Dietitian, Naturopathic Doctor, Life Coach, or Medical Physician nor am I holding myself out to be. The information contained in this Program is not intended to be a substitute for medical advice. Although care has been taken in preparing the information provided to you, we cannot be held responsible for any errors or omissions, and I accept no liability whatsoever for any loss or damage you may incur. Always seek medical or therapeutic advice relating to your specific circumstances as needed for any and all questions and concerns you now have, or may have in the future. You agree that the information in our Program is not medical advice.

PERSONAL RESPONSIBILITY

You aim to accurately represent the information provided to us on or through our Program. You acknowledge that you are participating voluntarily in using our Program and that you are solely and personally responsible for your choices, actions and results, now and in the future. You accept full responsibility for the consequences of your use, or non-use, of any information

provided on or through this Program, and you agree to use your own judgment and due diligence before implementing any idea, suggestion or recommendation from our Website to your life, family or business.

CODE OF CONDUCT

You may not use Stephanie Burns and Awake & Intentional for any illegal or unauthorized purpose. In addition to the laws of the Province of Ontario, Canada, you also agree to comply with all local laws that apply to your use of the Program. You may not use the Program in any manner which could disable, overburden, damage, or impair the Program, or interfere with any other party's use and enjoyment of the Program. You agree that you are responsible for your own conduct and communications while using the Program and for any consequences of that use. You agree that when using the Program, you will not post or upload any inappropriate, promotional, defamatory, destructive, obscene, or unlawful content; defame, abuse, harass, or otherwise violate the legal rights (such as Stephanie Burns and Awaken, With Intention reserves the right to remove individuals from our community in instances of misconduct.

NO GUARANTEES

Stephanie Burns and Awake & Intentional is to support and assist you in reaching your own goals, but your success depends primarily on your own effort, motivation, commitment and follow-through. Stephanie Burns and Awake & Intentional cannot predict and does not guarantee that you will attain a particular result, and you accept and understand that results differ for each individual. Each individual's results depend on his or her unique background, dedication, desire, motivation, actions, and numerous other factors. You fully agree that there are no guarantees as to the specific outcome or results you can expect from using the information you receive on or through this Website.

PURCHASES AND SUBSCRIPTIONS

If you wish to purchase any product or service made available through the Program ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your name, phone number, email address, physical address, credit card information and geographic location. Please view our Privacy Policy for more information on how we use your personal information. Some parts of the Service are billed on a subscription basis as outlined on the sales and check out pages of the product. You will be billed in advance on a recurring basis as per the subscription agreement.

INDEMNIFICATION AND RELEASE OF CLAIMS

You hereby fully and completely hold harmless, indemnify and release Stephanie Burns and Stephanie Burns and Awake & Intentional and any of its agents, consultants, affiliates, team members, joint venture partners, employees, shareholders, directors, staff, team members, or anyone otherwise affiliated with the business from any and all causes of action, allegations, suits,

claims, damages, or demands whatsoever, in law or equity, that may arise in the past, present or future that is in any way related to our Program.

ERRORS AND OMISSIONS

Although every effort is made to ensure the accuracy of information shared in or through this Program, the information may inadvertently contain inaccuracies or typographical errors. You agree that Stephanie Burns and Awake & Intentional is not responsible for the views, opinions, or accuracy of facts referenced in or through the Program, or Stephanie Burns in any way. Because scientific, and wellness practices are constantly evolving, you agree that Stephanie Burns and Awake & Intentional is not responsible for the accuracy of our Program, or for any errors or omissions that may occur.

NO ENDORSEMENT

References or links in our Program to the information, opinions, advice, programs, products or services of any other individual, business or entity does not constitute our formal endorsement. Stephanie Burns and Awake & Intentional is merely sharing information for your own self-help. Stephanie Burns and Awake & Intentional is not responsible for the Program content, blogs, e-mails, videos, social media, programs, products and/or services of any other person, business or entity that may be linked or referenced in our Program. Conversely, should our Program link appear in any other individuals, businesses or entities Website, program, product or services, it does not constitute our formal endorsement of them, their business or their Website either.

AFFILIATES

From time to time, we may promote, affiliate with, or partner with other individuals or businesses whose programs, products and services align with mine. There may be instances when we promote, market, share or sell programs, products or services for other partners and in exchange we may receive financial compensation or other rewards. Stephanie Burns and Awake & Intentional is highly selective and only promotes the partners whose programs, products and/or services we respect. At the same time, you agree that any such promotion or marketing does not serve as any form of endorsement whatsoever. You are still required to use your own judgment to determine that any such program, product or service is appropriate for you. You are assuming all risks, and you agree that Stephanie Burns and Awake & Intentional is not liable in any way for any program, product or service that I may promote, market, share or sell on or through our Website.

VARIATION

Stephanie Burns and Awake & Intentional shall have the right in its absolute discretion at any time and without notice to amend, remove or vary the Services and/or any page of the Program.

COMPLAINTS

Stephanie Burns offers support to our clients and a complaints handling procedure which we will use to try to resolve disputes when they first arise, with a solution that is mutually agreeable to both the client and Stephanie Burns and Awake & Intentional. Please let us know if you have any complaints or comments at support@stephanieburns.ca

SEVERABILITY

If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

ENTIRE AGREEMENT

These Terms, including any legal notices and disclaimers contained on this Website, constitute the entire agreement between Stephanie Burns and Awake & Intentional and you in relation to your use of this Website and the Program, and supersede all prior agreements and understandings with respect to the same.

By using our Website and Participating in our Program you are agreeing to all parts of the above Disclaimer. If you have any questions about this Disclaimer, please contact support@stephanieburns.ca

Guarantee:

Lifestyle changes require a time investment to become habits so it is very important to complete the program in its entirety. Stephanie Burns and Awake & Intentional's promise to the client is that we will provide the client with the tools, keep the client accountable and offer the client support in a variety of forms in order to ensure the client gets their best result possible. In turn, the client makes a promise to themselves to give 100% effort in order to get the most out of the program.

Program Access:

The client gets ongoing access to the program's Facebook page for the duration of the program (21 days).

Facebook Group:

The client's membership in the Facebook Group expires after their program graduation date.

Coaching:

The client receives accountability, guided meditations, and communication with Stephanie Burns throughout the 21 days of the program.

Decline payment:

The Client will be charged the initial payment at the time of enrolling. If payment is not successful the program will not be delivered.

Office Hours/Customer service:

Monday-Friday from 9:00 - 5:00 pm EST.

Complaints/Communication

Email: support@stephanieburns.ca