

# Privacy Policy

Last Updated: January 28, 2024

Thank you for visiting the website provided by Author Wendy C. Goldstein (the “Site”). The Site is an Internet property of Wendy C. Goldstein (“Company,” “we,” “our” or “us”). This Privacy Policy (“Privacy Policy”) covers our treatment of personal information and other information that we collect when an end-user visitor to the Site (“User,” “you” or “your”): (a) accesses or uses the Site; (b) accesses and/or views any of the: (i) links to third-party resources and other information (“Third-Party Links”); and/or (ii) blog posts, text, video and/or other information made available on the Site (the “Informational Content,” and together with the Third-Party Links, the “Content”); and/or (c) utilizes the various contact forms and/or contact information made available on the Site as a means to contact directly, or request to be contacted by, Company and/or Company’s third-party service providers (“Third-Party Service Providers”) (collectively, the “Contact Services,” and together with the Site and Content the “Site Offerings”).

Users with disabilities who wish to access this Privacy Policy in an alternative format can contact us by using the Contact Form.

Capitalized terms not defined herein shall have the meanings set forth in the Website Terms and Conditions (“Terms of Use”). **IF YOU DO NOT AGREE TO TERMS OF THIS PRIVACY POLICY IN THEIR ENTIRETY, YOU MAY NOT ACCESS OR OTHERWISE USE THE SITE OFFERINGS.**

## ***Personal Information Collected***

For the purposes of this Privacy Policy, “personal information” shall mean individually identifiable information from or about an individual. We collect personal information when you access certain of the Site Offerings and complete the required information request form and/or otherwise provide such information to us. Where a User attempts to utilize the Contact Services, that User may be required to submit, and Company may collect, some or all of the following information: (a) the User’s e-mail address; (b) the User’s full name; (c) the User’s telephone number; (e) any other information collected via the Contact Services form.

Upon entering Contact Data and clicking on the applicable submission button on the Site: (i) Company may pass your Contact Data along to one (1) or more Third-Party Service Providers; and/or (ii) you may be contacted by Company and/or one (1) or more of its Third-Party Service Providers regarding your request. Where Company contacts you in connection with your submission of Contact Data, a Company representative may request additional information over the telephone including some

or all of the following: (A) User date of birth; (B) User mailing address; and (C) any other information requested by the applicable Company representative.

▪ ***Use of Personal Information***

By submitting your personal information by and through the Site Offerings, you agree that we may provide your information to third-party companies and individuals to perform certain functions on our behalf. Examples include sending direct and electronic mail, removing duplicate information from User lists, and analyzing data. The agents performing these limited functions on our behalf shall have access to our Users' personal information as needed to perform these functions for us, but we do not permit them to use User personal information for other purposes.

We will also use your personal information with your permission, for customer service, to provide you with information that you may request, to customize your experience with the Site Offerings and/or to contact you, when necessary, in connection with your use of the Site Offerings. We may also use your personal information for internal business purposes, such as analyzing and managing our service offerings including, without limitation, the Site Offerings.

We reserve the right to release current or past personal information: (A) in the event that we believe that the Site Offerings are being or have been used in violation of the Terms and Conditions or to commit unlawful acts; or (B) if the information is subpoenaed; *provided, however*, that, where permitted by applicable law, we shall provide you with e-mail notice, and opportunity to challenge the subpoena, prior to disclosure of any personal information pursuant to a subpoena.

You hereby consent to the disclosure of any record or communication to any third-party when we, in our sole discretion, determine the disclosure to be appropriate including, without limitation, sharing your e-mail address with third-parties for suppression purposes in compliance with applicable law, including the CAN-SPAM Act of 2003, as amended from time to time. Users should also be aware that courts of equity, such as U.S. Bankruptcy Courts, might have the authority under certain circumstances to permit personal information to be shared or transferred to third parties without permission.

***IP Addresses/Browser Type***

We may collect certain non-personally identifiable information about you and your desktop or laptop computer and/or mobile device when you visit many of the pages of the Site. This non-personally identifiable information includes, without limitation, the type of browser that you use (e.g., Safari, Chrome, Internet Explorer), your IP address, the type of operating system that you use (e.g., Windows or iOS) and the domain name of your Internet service provider (e.g., Verizon, AT&T). We use the non-personally identifiable information that we collect to improve the design and content of the Site

Offerings and to enable us to personalize your Internet experience. We also may use this information in the aggregate to analyze usage of the Site Offerings.

### **Cookies**

When a User visits the Site, we may send one (1) or more cookies and/or gif files (collectively, "Cookies ") to assign an anonymous, unique identifier to the applicable User's computer. A Cookie is a piece of data stored on your hard drive containing non-personally identifiable information. Cookies have many benefits to enhance your experience at the Site. To find out more about Cookies, please visit [www.cookiecentral.com](http://www.cookiecentral.com). We use Cookies to improve the quality of the Site Offerings, including for storing User preferences and tracking Site-User trends (such as pages opened and length of stay at the Site).

Most Internet browsers are initially set up to accept Cookies, but you can reset your browser to refuse all Cookies or to indicate when a Cookie is being sent. To disable and reject certain Cookies, follow the instructions associated with your Internet browser. Even in the case where a User rejects a Cookie, he or she may still use the Site Offerings; *provided, however*, that certain functions of the Site Offerings may be impaired or rendered inoperable if the use of Cookies is disabled. We reserve the right to retain Cookie data indefinitely.

### **Third-Party Websites**

This Site may contain links to third-party owned and/or operated websites including, without limitation, websites owned and/or operated by Company's Third-Party Service Providers and/or Marketing Partners. Company is not responsible for the privacy practices or the content of such entities and/or websites. In some cases, you may be able to make a purchase through one of these third-party websites. In these instances, you may be required to provide certain information, such as a credit card number, to register or complete a transaction at such website. These third-party websites and entities have separate privacy and data collection practices and Company has no responsibility or liability relating to them.

### **Data Security**

We endeavor to safeguard and protect our Users' personal information. When Users make personal information available to us, their personal information is protected both online and offline (to the extent that we maintain any personal information offline).

Access to your personal information is strictly limited, and we take reasonable measures to ensure that your personal information is not accessible to the public.

Please be advised, however, that while we take every reasonable precaution available to protect your data, no storage facility, technology, software, security protocols or data

transmission over the Internet or via wireless networks can be guaranteed to be 100% secure. Computer hackers that circumvent our security measures may gain access to certain portions of your personal information, and technological bugs, errors and glitches may cause inadvertent disclosures of your personal information; *provided, however*, that any attempt to breach the security of the network, our servers, databases or other hardware or software may constitute a crime punishable by law. For the reasons mentioned above, we cannot warrant that your personal information will be absolutely secure. Any transmission of data at or through the Site, other Site Offerings or otherwise via the Internet or wireless networks, is done at your own risk.

### ***Minors***

Visitors under eighteen (18) years of age are not permitted to submit their personal information at the Site. Company does not knowingly solicit or collect information from visitors under eighteen (18) years of age.

### ***Opt-Out/Unsubscribe***

To opt-out of receiving e-mail and other forms of communications from us, you can follow the instructions included in the applicable e-mail message or other communication.

Notwithstanding the foregoing, we may continue to contact you for the purpose of communicating information relating to your request for Site Offerings, as well as to respond to any inquiry or request made by you. To opt-out of receiving Site Offerings-related and/or inquiry response-related messages from Company, you must cease requesting and/or utilizing the Site Offerings and/or cease submitting inquiries to Company, as applicable.

### ***Transfer of Personal Information Internationally***

If you are visiting the Site from a country other than the country in which our servers are located, your communications with us may result in the transfer of information across international borders. By visiting the Site and/or otherwise communicating electronically with us, you consent to such transfers. Even if your jurisdiction does not have the same privacy laws as the jurisdiction where our servers are located, we will treat your information as subject to the protections described in this Privacy Policy.

### ***Changes to this Privacy Policy***

Company reserves the right to change or update this Privacy Policy at any time by posting a notice on the Site that we are changing our Privacy Policy. Thus, we advise you to review this page periodically for any changes. We will notify you of any changes by posting the new Privacy Policy on this page. These changes are effective immediately, after they are posted on this page.

## ***Contact Us***

If you have any questions about this Privacy Policy or our privacy practices in general, you may contact us through the contact form.

## TERMS OF USE

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This website is provided by Author Wendy C. Goldstein ("AUTHOR").

Through its network of web properties, including this website, AUTHOR provides access to a variety of content and resources, (collectively "Services"). By using or accessing this website and Services You are agreeing to abide by these Terms of Use ("TOU"). If you do not agree to these TOU, you may not access or use this website or its components.

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Where AUTHOR's website contains a communication facility for you to submit or receive information or content to AUTHOR you will not:

- use it in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise);
- publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene or indecent topic, name, material or information;
- violate any applicable laws or regulations;
- create a false identity for the purpose of misleading others;
- defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

AUTHOR reserves the right to modify or discontinue the website or Services without notice and at any time.

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### **Privacy and Security**

AUTHOR's Privacy and Security statements are subject to change and are described herein.

### **Links to third-party sites**

This website contains links to the websites of third parties. AUTHOR is not required to maintain or update the links and is not responsible for the content of any linked site.

### **Disclaimers & Warranties**

AUTHOR makes no warranty or guarantee as to any results that may be obtained from the use of the Service. The Service is provided on an "as is" and "as available" basis and AUTHOR does not guarantee, represent, or warrant that Your use of AUTHOR website or services will be uninterrupted or error-free. AUTHOR reserves the right to substitute, alter, or remove any content included in or part of the website or services at any time and without notice.

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### **Updates**

AUTHOR may update these Terms of Use policy periodically. When these Terms of Use are modified in a material way, the date provided below will be updated. Changes to these Terms of Use are effective when they are posted on our website.

### **Contacting Us**

If you have any questions about these Terms of Use, or if you have a complaint, access request or any other issue, please contact us using the Contact Form.

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