

Mary Kay Irving, LLC Terms of Service Agreement

OVERVIEW

This website is operated by Mary Kay Irving, LLC. Throughout the site, the terms “we”, “us” and “our” refer to Mary Kay Irving, LLC. Mary Kay Irving, LLC offers this website, including all information, programs, tools and services available from this site to “you”, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following program policies, privacy policies and terms and conditions (“Terms of Service”, “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 read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

The Irving Method Program Policies

Last updated 12/2/22

ONGOING ACCESS TO PROGRAM CONTENT HUB

The Irving Method, Natural Steps to Mood Mastery is a 12 week program offered to you in the program’s content hub. The 12 week online program includes weekly group coaching sessions and membership in a members only FB group. After completion of the 12 weeks, all clients who have paid in full will maintain lifetime access to the Content Hub only. This includes all learning lessons and action steps, handouts and pdf resources. Access to the weekly coaching and members-only FB group ceases with the completion of the 12 weeks. Ongoing/Lifetime access to the content hub information is based on the ongoing availability of the technology platforms hosting the program content.

OFFICE HOURS/CUSTOMER SERVICE

Mary Kay Irving, LLC offers customer service/support hours outside of our normal direct client service hours. If you would like to request a customer service phone appointment please use the support email address at support@marykayirving.com to schedule time for a customer service consultation. These appointments are available between 6 to 8 pm Monday through Friday MDT/MST. In the subject line of the email please write "customer support request". In the body of the email please provide the phone # for us to contact you at and write a sentence or two about the nature of the support request. We will respond within 48 business hours of the request to offer you a consultation time.

GUARANTEE/REFUND

Conditions of Refund

If after you completed the first four modules of the Irving Method in good faith, having followed the recommended daily actions, and you still aren't happy with the program, then you will receive a partial refund on the portion of the remaining 8 weeks (unused program.) To receive your partial refund you must submit in writing the following information in demonstration of good faith efforts: The reason for your request; the dates of your attendance at the group coaching calls, the daily program action steps you have taken during the first four weeks/modules. Send this information in one email or attached pdf document to support@marykayirving.com within 30 days of the day you purchased the program. Mary Kay Irving, LLC will process the request and return funds in the amount equal to two thirds of the total purchase price paid (the unused program). Mary Kay Irving, LLC will return these partial funds within a 30 day period from the time the request was received. This will result in the termination of your access to any and all components of the program.

DECLINED OR DELAYED PAYMENT

We reserve the right to discontinue all service(s) if you have agreed to a monthly payment plan and your payment is declined or delayed. We may, in our sole discretion, temporarily limit or cancel your membership access in these non-payment events. 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.

You agree to provide current, complete and accurate purchase and account information for all purchases made through Mary Kay Irving, LLC. 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.

Mary Kay Irving, LLC Privacy Policy

Last updated 12/2/22

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 analyze 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 offenses.

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@marykayirving.com 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 Mary Kay Irving, LLC.

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 unauthorized 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 Mary Kay Irving, LLC, advertising cookies will be placed on your computer so that we can understand what you are interested in. Cookies are files with small amounts 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.

ORDERING PRODUCTS ON OUR SITE

We will request information from you on our order forms for purchase of products. To buy from us, you must provide contact information (like name and shipping address) and financial information (like credit card number, expiration date). This information is used for billing purposes and to fill your orders. If we have trouble processing an order, we'll use this information to contact you.

HOW DO WE PROTECT VISITOR INFORMATION?

We implement a variety of security measures to maintain the safety of your personal information. Your personal information is contained behind secured networks and is only accessible by a limited number of persons who have special access rights to such systems, and are required to keep the information confidential. When you place orders or access your personal information, we offer the use of a secure server. All sensitive/credit information you supply is transmitted via Secure Socket Layer (SSL) technology and then encrypted into our databases to be only accessed as stated above.

DO WE DISCLOSE THE INFORMATION WE COLLECT TO OUTSIDE PARTIES?

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information unless we provide you with advance notice, except as described below. It does not include website hosting partners and other parties who assist us in operating our website, conducting our business, or servicing you, so long as those parties agree to keep this information confidential. We may also release your information when we

believe release is appropriate to comply with the law, enforce our site policies, or protect ours or others' rights, property, or safety. However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

HOW CAN YOU OPT-OUT, REMOVE OR MODIFY INFORMATION YOU HAVE PROVIDED TO US?

To modify your email subscriptions, you can find an unsubscribe link at the bottom of each email. Please note that due to email production schedules you may receive any emails already in production. Please note that we may maintain information about an individual sales transaction in order to service that transaction and for record keeping.

THIRD PARTY LINKS

In an attempt to provide you with increased value, we may include third party links on our site. These linked sites have separate and independent privacy policies. We, therefore, have no responsibility or liability for the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our site and welcome any feedback about these linked sites (including if a specific link does not work).

YOUR ACCESS TO AND CONTROL OVER INFORMATION

You may opt out of any future contacts from us at any time. You can do the following at any time by contacting us via the email address or phone number given on our website:

- See what data we have about you, if any.
- Change/correct any data we have about you.
- Have us delete any data we have about you.
- Express any concern you have about our use of your data.

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.

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, 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:

****PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE.** *All users of this site agree that access to and use of this site 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.***

Mary Kay Irving, LLC Terms and Conditions

Last updated 12/02/22

TERMS AND CONDITIONS

The Website Standard Terms And Conditions contained herein on this webpage, shall govern your use of this Website, including all pages within this Website (collectively referred to herein below as this "Website"). These Terms apply in full force and effect to your use of this Website and by using this Website, you expressly accept all terms and

conditions contained herein in full. You must not use this Website, if you have any objection to any of these Website Standard Terms And Conditions.

Warranty Disclaimer

This Website and the materials and products (including the Irving Method) described and offered on this Website are provided “as is” and without warranties of any kind, whether express or implied. To the fullest extent permissible pursuant to applicable law, Mary Kay Irving, LLC disclaims all warranties, express or implied, including, but not limited to, implied. Mary Kay Irving, LLC does not represent or warrant that the functions contained in the Website will be uninterrupted or error-free, that the defects will be corrected, or that this Website or the server that makes the Website available are free of viruses or other harmful components. Mary Kay Irving, LLC does not make any warranties or representations regarding the use of the materials in this Website 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

Mary Kay Irving, LLC shall not be liable for any special or consequential damages that result from the use of, or the inability to use, the materials on this Website or the performance of the products, even if Mary Kay Irving, LLC 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 Website is for educational and informational purposes only and solely as a self-help tool for your own use.

MEDICAL DISCLAIMER: NOT MEDICAL OR MENTAL HEALTH ADVICE

MaryKayIrving, LLC and its associates, employees and consultants are not doctors or licensed or trained medical professionals nor are we holding ourselves out to be. The information contained in this Website including any nutritional and lifestyle coaching offered is not intended to be used as medical advice and it is not intended to be used to diagnose, treat, cure or prevent any disease, nor should it be used as a substitute for your own health professional's advice. Please consult your doctor before starting any lifestyle change if necessary. 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 health change or injury you may incur. Always seek medical advice relating to your specific circumstances, diagnoses and health condition including mental and behavioral health conditions as needed for any and all questions and concerns you now have, or may have in the future.

Always consult and obtain permission from your medical doctor, psychiatrist, licensed behavioral health professional, psychotherapist, licensed functional health care provider and/or functional nutritionist before changing diet or exercise routine and before taking new nutritional or herbal supplements.

Although Mary Kay Irving and other providers affiliated with Mary Kay Irving LLC may be psychotherapists or behavioral health providers, you agree that the information on our Website is not mental or behavioral health advice and that no employee or representative of Mary Kay Irving LLC including Mary Kay Irving, is acting as your psychotherapist or medical provider.

PERSONAL RESPONSIBILITY

You aim to accurately represent the information provided to us on or through our Website. You acknowledge that you are participating voluntarily in using our Website 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 Website, 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 Mary Kay Irving, LLC or the Irving Method: Natural Steps to Mood Mastery or any associated FB group for any illegal or unauthorized purpose. In addition to the laws of the State of Arizona, USA, you also agree to comply with all local laws that apply to your use of the Website. You may not use the Website in any manner which could disable, overburden, damage, or impair the Website, or interfere with any other party's use and enjoyment of the Website. You agree that you are responsible for your own conduct and communications while using the Website and for any consequences of that use. You agree that when using the Website, 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 rights of privacy and publicity) of others or upload dangerous or harmful files. Mary Kay Irving, LLC reserves the right to remove individuals from our community in instances of misconduct.

NO GUARANTEES OF RESULTS

Mary Kay Irving, LLC and the Irving Method are here to support and assist you in reaching your own goals, but your success depends primarily on your own effort, motivation, commitment and follow-through. Mary Kay Irving, LLC. 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 (including medical background and genetic predispositions) , dedication, desire, motivation, actions, dietary choices 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 Website ("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 Mary Kay Irving, LLC 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 Website.

ERRORS AND OMISSIONS

Although every effort is made to ensure the accuracy of information shared on or through this Website, the information may inadvertently contain inaccuracies or typographical errors. You agree that Mary Kay Irving, LLC is not responsible for the views, opinions, or accuracy of facts referenced on or through the Website, or of those of any other individual or company affiliated with our business or Mary Kay Irving in any way. Because science, nutrition information and health and lifestyle practices related to the brain, mental health, sleep, metabolism, blood sugar, energy, exercise and mood are constantly evolving, you agree that Mary Kay Irving, LLC is not responsible for the accuracy of our Website, or for any errors or omissions that may occur.

NO ENDORSEMENT

References or links in our Website to the information, opinions, advice, programs, products or services of any other individual, business or entity does not constitute our formal endorsement. Mary Kay Irving, LLC. is merely sharing information for your own self-help. Mary Kay Irving, LLC is not responsible for the Website 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 Website. Conversely, should our Website 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. Mary Kay Irving, LLC 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 Mary Kay Irving, LLC. 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

Mary Kay Irving, LLC shall have the right in its absolute discretion at any time and without notice to amend, remove or vary the Services, Programs and/or any page of this Website.

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 Mary Kay Irving, LLC and you in relation to your use of this Website, and supersede all prior agreements and understandings with respect to the same.

By using our Website you are agreeing to all parts of the above Disclaimer. If you have any questions about this Disclaimer, please contact support@marykayirving.com.