

# PRIVACY POLICY AND TERMS & CONDITIONS OF WEBSITE USE

This online Privacy Policy, which includes our Terms and Conditions to use our Website, applies to all websites, as defined below, owned and/or maintained by PROCLAIM MEDIA GROUP, LLC (“us,” “we,” “our,” or “PROCLAIM MEDIA GROUP, LLC”). PROCLAIM MEDIA GROUP, LLC collects Information, as defined below, through our Website, as described herein (collectively, the “Policy”).

This Policy explains such things as what Information we collect, how we use it, why we collect, to whom we disclose it, and how Visitors to our Website can limit our uses of Information.

Please read this entire Policy before using or submitting Personal Information to us through this Website or any online resource that links to our Website. Any Personal Information you submit to PROCLAIM MEDIA GROUP, LLC through a Website, or any General Information that our systems pick up, will be collected, processed, used, and disclosed in accordance with this policy.

If you do not want to agree to this Policy, the best way to make that clear is to tell us by emailing [developer@krakenusa.com](mailto:developer@krakenusa.com). If you choose to continue using the Website, you consent to the Policy. If you have questions about any provision of the Policy, believe that any part of the Policy has been violated, or disagree with a Policy, contact [developer@krakenusa.com](mailto:developer@krakenusa.com).

## 1. Definitions.

Any capitalized terms in the Policy are defined as follows:

- “Terms” means the Terms and Conditions to use this Website.
- “Policy” means this Privacy Policy and the [COOKIE POLICY](#).
- “Website” means, collectively, any websites, pages, or source code or information available on a website owned by and/or operated by PROCLAIM MEDIA GROUP, LLC.
- A “Visitor” means you or any other person who views the Website.
- “Personal Information” means any information that relates to a Visitor that is provided to us via our Website. This Personal Information may include your name, your approximate age or age range, your gender or sex, and your email address.
- “General Information” means information that is publicly available but which you do not provide to us directly. This includes (for example) your social media profiles, or information derived from cookies. For more information, see Section 2.b.ii (“General Information”).
- “Information” without a qualifier means Personal Information and General Information, taken as a whole.

- A “third party” is a person or entity that is not you or PROCLAIM MEDIA GROUP, LLC, such as a payment processor.
- “Services” means the services provided by PROCLAIM MEDIA GROUP, LLC to its clients, including lifestyle coaching and wellness consulting services.
- A “Claim” is a loss, expense, damage, claim, demand, liability, fine, award, and cost, including reasonable attorneys’ fees, whether actual, potential, liquidated or fixed, sounding in law or equity, resulting from or arising from any violation of any Policy or Term.

## **2. Data collection**

a. Why do we collect data? We may use any of the types of data below to compile a mailing list, to bill you, to improve our website or our visibility, or to facilitate our business functions – essentially, to carry out any lawful function reasonably related to PROCLAIM MEDIA GROUP, LLC’ business.

b. What kinds of data do we collect? We collect several types of data, which we may use in combination or on their own:

i. Personal Information. To better serve our Visitors, we request our Visitors’ Personal Information via a fillable Website form. If a Visitor fills out a fillable Website form, we endeavor to reach out to the individual whose Personal Information we receive, and at that stage may request additional information from that individual.

ii. General Information. In order to fill in missing information or get to know you better, we may also use publicly accessible online resources, such as LinkedIn, Facebook, Instagram, or other social media resources. We also collect other basic information about you through online identifiers. For example, we may collect the Internet Protocol Address assigned to your computer by your internet service provider. This address may change each time you connect to the internet (a “dynamic” IP address), or it may remain the same (a “static” IP address). For more information, visit our [COOKIE POLICY](#). All of the information available from publicly available sources but which you do not provide to us as Personal Information is “General Information.”

## **3. How do we use the information we collect?**

We use the Information we collect from you to accomplish activities that are consistent with respect for your privacy rights, including:

a. To communicate with you. We use your Personal Information to send you requested information, respond to your inquiry, notify you about changes to our services, deliver information tailored to your interests and preferences, and take other actions that may be necessary to respond to your requests. If you choose not to provide Personal Information

requested by us, we may not be able to provide you with the information and/or services you have requested. Where required, we ask for your consent to process your Personal Information in relation to certain marketing communications, including when you register for an event or sign up to our mailing list through our Website. You can always opt-out of these marketing communications at any time, either by contacting us at [developer@krakenusa.com](mailto:developer@krakenusa.com) or by exercising any opt-out function in the communication.

b. To take actions that you request. If you state on a fillable form that you wish to have us contact you for services or to chat with a PROCLAIM MEDIA GROUP, LLC representative, we may use your Personal Information for that purpose. If some information is missing from that form, we may proactively seek you out through publicly available social media sources.

c. To collect demographic data. We may use General Information to better serve our audience and drive Visitors to our Website. For more information on that, see our [COOKIE POLICY](#).

d. To comply with our legal and regulatory obligations, or to exercise our rights. If we think we are required to do so by law, or if we feel that any person's rights, property, or safety are threatened, we have the absolute discretion to use Information.

e. To manage our Website and PROCLAIM MEDIA GROUP, LLC. We may also use your Information to do such legitimate business items as improve and administer our Website, customize and improve your experience, facilitate our business functions, ensure network security, and carry out internal record keeping, statistical analysis, reporting, and research.

f. For our advertising purposes. PROCLAIM MEDIA GROUP, LLC may choose to use your Personal Information as a referral source for its own Services. For example, if you provide us with a recommendation or Website review, we may choose to feature that, with your name. If you do not approve of us doing so, please contact us at [developer@krakenusa.com](mailto:developer@krakenusa.com) so that we can omit your review. If you provide PROCLAIM MEDIA GROUP, LLC with feedback about the Services, we may use your feedback without any obligation to you, including any payment obligation.

#### **4. How long will we keep your Information?**

We retain your Personal Information for the length of time required for the specific purpose or purposes for which it was collected, and we will securely delete that information once we no longer need it. We may sometimes need to hold your Personal Information for legal obligations, statute of limitations reasons, potential disputes, and relevant guidelines issued by data protection authorities. As to your General Information (i.e., publicly available information), we may retain that as long as we wish.

#### **5. Does PROCLAIM MEDIA GROUP, LLC disclose your Information to third parties?**

Yes, on a limited basis, PROCLAIM MEDIA GROUP, LLC discloses your Information under the

following circumstances and to the following persons:

- a. To our service providers. We may disclose Information to our own third-party service providers who provide us with various business services, including our IT service providers (e.g. for monitoring and maintaining the Website), our communications services providers (e.g. for preparing newsletters and mailings), our accountants, auditors, lawyers, and other professional advisors. These service providers will not be permitted to use your Information for their own purposes, including marketing.
- b. To comply with our obligations. If we need to disclose Information to comply with law, statute, regulations, or codes, or to protect the interests of individuals, we may disclose Information.
- c. To a company that purchases PROCLAIM MEDIA GROUP, LLC or merges with it. If PROCLAIM MEDIA GROUP, LLC is purchased by another company, or merges with another company, PROCLAIM MEDIA GROUP, LLC may transfer the Information as part of that transaction.
- d. Protecting your Personal Information. Under any circumstance where we disclose your Information in compliance with this Policy, we will try to assure that no Personal Information that is transferred will be used or shared in a manner inconsistent with this Policy without your consent.

#### **6. Does PROCLAIM MEDIA GROUP, LLC sell your Personal Information to third parties?**

NO. If we decide otherwise, we will provide advance notice to you and provide you with the option to cancel or delete your Personal Information before the time when we would share that information.

#### **7. Will PROCLAIM MEDIA GROUP, LLC transfer your Personal Information internationally?**

Our website and online resources are owned and operated in the United States, and PROCLAIM MEDIA GROUP, LLC only provides Services to individuals in the United States. However, Personal Information and General Information may be accessible by vendors or third parties on other countries, including the United Kingdom. If you are visiting this Website from a country other than the United States, your information will cross an international boundary. The level of protection for your information in the United States may not be the same as the level of protection in your country.

Any transfers of Personal Information from within the European Economic Area (“EEA”) to countries outside of the EEA (including the United States) will be based on a method or circumstances which have been approved by the European Commission as providing adequate protection. If you are in the EEA, you can request further detail about the safeguards that we have in place in respect of transfers of Personal Information outside of the EEA. Where applicable, you have the right to request a copy of the standard contractual clauses that

provide adequate protection for such transfers.

#### **8. Is PROCLAIM MEDIA GROUP, LLC' Website intended for children?**

No. We do not knowingly or intentionally collect any Personal Information from persons under the age of 18. If a parent or guardian of a child under that age believes that the child has provided us with Personal Information, that parent or guardian should contact us at [developer@krakenusa.com](mailto:developer@krakenusa.com) immediately so we can delete that Personal Information. Anyone under 18 years old should seek his or her parent's or guardian's permission prior to using or disclosing any Personal Information to PROCLAIM MEDIA GROUP, LLC.

#### **9. How can you control and update your Information with PROCLAIM MEDIA GROUP, LLC?**

We want our Information about you to be accurate. To update or correct your contact information, or to request that we you from any list or to delete your Personal Information, please email us at [developer@krakenusa.com](mailto:developer@krakenusa.com) with your specific request. Please include your full name, your email address, and be prepared to verify your Personal Information and the ISP used to send us the Personal Information. Having all of that prior to us addressing your request will help us to accurately and thoroughly identify that Personal Information. We may retain a copy of your Information, however, for our record-keeping purposes consistent with this Policy.

#### **10. How does PROCLAIM MEDIA GROUP, LLC keep your information secure?**

We take commercially reasonable steps to protect your Information from unauthorized access. Our databases are password-protected, and we use two-factor authentication systems for our representatives to gain access. We also require our representatives to change their passwords at least every two (2) months. Our representatives are never permitted to use Information for their own use and are never permitted to keep additional copies of your Information outside of our password-protected storage systems. However, please note that the internet is never completely secure or error-free. We use an unencrypted email system to communicate with our Visitors about our Services, which means that others may be able to access that system. Please take special care before deciding to share Personal Information with us.

#### **11. If PROCLAIM MEDIA GROUP, LLC experiences a data breach, what steps must it follow to protect you?**

a. Notice to you. If we experience a data breach that places your Information at risk – in particular, your Personal Information – we will notify you as expediently as possible and without unreasonable delay. We will not notify you later than 30 days after we discover the data breach, except if we are working with law enforcement and they require us to extend that time. We must be consistent with the needs of law enforcement and also take into account any measures needed to determine the scope of the breach, or to restore the reasonable integrity, security, and confidentiality of our data system. Notice will be via email, or (if we have your

information) by mail or telephone. We will also put a notice on our Website of the breach. Depending on the Information breached, we may be required to provide you with credit report monitoring; if that applies, we will reach out to you at your email address.

b. What the notice will say. Our notice to you will be clear and conspicuous, and we will disclose (to the extent that we know it) the following information: (A) the incident in general terms; (B) the type of Information subject to the breach; (C) the general actions we took to protect the Information from further security breach; (D) a telephone number that you may call for further information and assistance; (E) advice directing you to remain vigilant by reviewing account statements and monitoring free credit reports; and (F) the approximate date of the security breach.

c. Notice to Attorneys General. We may also be required to notify Attorneys General of any states where either the data was breached, or where individuals whose data may have been breached, reside. Depending on the state, we may be required to notify an Attorney General before we notify you or may have a shorter time after our discovery of a breach to notify an Attorney General.

d. If you think there is a breach of your Information. If you believe or suspect that your Information has been misappropriated or stolen through the use of the Website, you must immediately notify us at [developer@krakenusa.com](mailto:developer@krakenusa.com) so that we can investigate immediately.

## **12. Who owns PROCLAIM MEDIA GROUP, LLC' website, and how can a Visitor use it?**

PROCLAIM MEDIA GROUP, LLC owns all content on the Website, as well as its models, forms, back-end coding, and intellectual property under any and all trademark, copyright, or other laws, whether in the United States or other countries. Included in this intellectual property is feedback that you may provide, such as reviews. You cannot use PROCLAIM MEDIA GROUP, LLC' content or other intellectual property of any type. PROCLAIM MEDIA GROUP, LLC can change it's website, change the Services it offers, terminate its business or any aspect of its business, or stop working with any Visitor or client for any reason.

## **13. How can we change or update the Policy?**

PROCLAIM MEDIA GROUP, LLC may change this Policy at any time and for many different reasons – whether to reflect changes in law, changes in our services, account for changes in functionality, or other reasons. The most recent version of this Policy will always be posted on our Website in their entirety. If PROCLAIM MEDIA GROUP, LLC believes, in its sole discretion, that a change to this Policy will affect you in a material way, then we will notify you via email. Changes will be effective on the day that they are posted to the website and will apply going forward.

If we make material changes to our Website's Policy, its Terms, our Cookie Policy, or anything

relating specifically to the privacy of your Information, we will notify you via email if you have provided us with your email address (and have not requested that we delete it).

Some changes may require your consent to become effective; some may require advance notice; some may simply require posting on our Website. If you do not want to agree to any changes, therefore, the best way to make that clear is to tell us by emailing [developer@krakenusa.com](mailto:developer@krakenusa.com). If you choose to continue using the Website, you consent to the new Policy simply by continuing to use the Website.

#### **14. Disclaimers and legal terms.**

a. Third-party links. Links to websites and online resources that are not operated by or on behalf of PROCLAIM MEDIA GROUP, LLC are provided solely as a convenience to you (for example, to facilitate payment). If you use these third-party links, you will leave our Website and this policy will no longer apply. If you access any third-party websites linked or referred to on our Website, you do so at your own risk and we recommend that you read their privacy policies (if any) before you provide any Personal Information – or any sensitive information, such as payment information – to them. We are not responsible for the content or privacy practices of any third-party websites. This includes any third-party payment processor that we may use.

b. No contractual relationship. If you provide us with Personal Information, please understand that we cannot guarantee or represent that we are able to assist you or provide you with Services. Your use of this Website does not have the effect of creating an agreement between us.

c. No warranty. PROCLAIM MEDIA GROUP, LLC makes no representation of any type regarding the materials, information, services, and products in this site, including, without limitation, text, graphics, and links. All are provided “AS IS” and without warranties of any kind, whether express or implied. To the fullest extent of all applicable law, PROCLAIM MEDIA GROUP, LLC disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, non-infringement, freedom from computer virus or file corruption, and warranties arising from course of dealing or course of performance. PROCLAIM MEDIA GROUP, LLC does not represent or warrant that the functions contained on the Website will be uninterrupted and/or error-free, that defects will be corrected, or that hardware or software used in providing the Website are free from viruses or other harmful components. PROCLAIM MEDIA GROUP, LLC does not make any warranties or representations regarding the use of the Website in terms of their completeness, correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise.

d. Limitation on liability. You acknowledge and agree that to the fullest extent permitted by applicable law, in no event will PROCLAIM MEDIA GROUP, LLC, its affiliates, and its and their directors, officers, employees and agents be liable with respect to any Claims arising out of or related to the use of this Website, including: (a) any indirect, special, incidental, exemplary,

punitive or consequential damages; (b) any loss of profits, revenue, data, goodwill or other intangible losses; and (c) any third party services or third party sites accessed via the Website. This limitation of liability applies only to Website use, and not to the Services provided by PROCLAIM MEDIA GROUP, LLC; those will be addressed if a Visitor becomes a PROCLAIM MEDIA GROUP, LLC client.

e. No damages. PROCLAIM MEDIA GROUP, LLC shall not be liable for any direct, indirect, special, punitive, incidental, exemplary, or consequential damages, or any damages whatsoever, even if PROCLAIM MEDIA GROUP, LLC has been advised of the possibility of such damages, whether in an action under contract, negligence, or any other theory, arising out of or in connection with the use, inability to use, or performance of the Website. Since PROCLAIM MEDIA GROUP, LLC is primarily for the use of consumers (if not wholly for the use of consumers), lost profits damages shall not apply under any circumstances. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy. If any damages are adjudged to be due and payable, they shall be limited to only the amount of fees paid by you or on your behalf to PROCLAIM MEDIA GROUP, LLC, not including taxes.

f. Indemnification. By accessing and/or using the Website, you agree to indemnify, hold harmless, and defend PROCLAIM MEDIA GROUP, LLC, its officers, directors, employees, contractors, agents, licensors, and suppliers from and against all Claims arising from the use of the Website. This indemnification includes any Claims relating to third parties; governmental entities or taxing authorities; or any other person or party or operation for which PROCLAIM MEDIA GROUP, LLC could potentially be held jointly or severally liable. This indemnification does not apply to the extent that any Claim arises directly from PROCLAIM MEDIA GROUP, LLC' breach of this Policy, to the extent that the consequences were not reasonably foreseeable.

g. Events beyond our control. If there are events beyond our reasonable control, such as riot, flood, solar flare, fire, civil commotion, terrorism, insurrection, failure of any computer interconnection or necessary technological system, failure of any internet service provider, failure or delay in transmission of communications, or other natural or man-made disasters, that prevents our partial or full failure to provide services to you, we are not in breach of this Policy.

h. Translation. This Policy is prepared and written in English. To the extent that any translated version conflicts with the English version, the English version controls, except where prohibited by applicable law.

i. No third-party beneficiaries. This Policy does not create a third-party beneficiary relationship between you, PROCLAIM MEDIA GROUP, LLC, and any other person or entity.

j. Disputes; Jurisdiction. Any dispute between you and PROCLAIM MEDIA GROUP, LLC will be governed by the State of Florida in the United States of America without regard to its provisions regarding conflicts of laws. Any action relating to the use of this Website shall be brought in the courts in or pertaining to Manatee County, Florida, United States.



**15. Do any other terms apply to the Website?**

PROCLAIM MEDIA GROUP, LLC only provides services to United States-based individuals, and therefore is not for use by residents of the European Union.

If you are based in California, California Civil Code Section 1798.83 permits California residents to request certain information regarding our disclosure of Personal Information to third parties for their direct marketing purposes. To make such a request, please write to the address provided above. Be sure to include your name and address. If you would like a response via email, please include an email address. Otherwise, we will respond by postal mail within the time required by law.

**16. How can you contact PROCLAIM MEDIA GROUP, LLC about this Policy?**

Questions about this policy may be directed to [developer@krakenusa.com](mailto:developer@krakenusa.com). Please include your full name, your email address, your IP address, and the precise question you have, and we will endeavor to help you.

This Policy and the Terms are effective May 1, 2021.