# Website Disclaimer

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By viewing this website or anything made available on or through this website, including but not limited to programs, products, services, opt-in gifts, e-books, videos, webinars, blog posts, e-newsletters, consultations, e-mails, social media and/or other communication (collectively referred to as "Website"), you are agreeing to accept all parts of this Disclaimer. Thus, if you do not agree to the Disclaimer below, STOP now, and do not access or use this Website.

# 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.

# **Explicit Language & Mature Content.**

On our Sites, we will occasionally discuss mature topics and language relating to personal and professional growth that may use explicit language or "curse words." Users who are uncomfortable with such topics or language should not use our Sites.

# Not Mental Health Advice.

While I am a licensed professional counselor, I am not a doctor, nor am I holding myself out to be. I am not providing health care, medical therapy services, or attempting to diagnose, treat, prevent, or cure any physical, mental or emotional issue, disease or condition. The information provided in or through my Website pertaining to your health or wellness, exercise, relationships, business/career choices, finances, or any other aspect of your life is not intended to be a substitute for the professional medical advice, diagnosis or treatment provided by your own Medical Provider or Mental Health Provider. You agree and acknowledge that I am not providing medical advice, mental health advice, or religious advice in any way. Always seek the

advice of your own Medical Provider and/or Mental Health Provider regarding any questions or concerns you have about your specific health or any medications, herbs or supplements you are currently taking and before implementing any recommendations or suggestions from our Website. Do not disregard medical advice or delay seeking medical advice because of information you have read on this Website. Do not start or stop taking any medications without speaking to your own Medical Provider or Mental Health Provider. If you have or suspect that you have a medical or mental health problem, contact your own Medical Provider or Mental Health Provider promptly. The information contained on this Website has not been evaluated by the Food and Drug Administration.

## Not Medical Advice.

While I am a licensed professional counselor, I am not a doctor, nor am I holding myself out to be. The information contained in this Website is not intended to be a substitute for medical advice that can be provided by your own physician or healthcare professional. Although care has been taken in preparing the information provided to you, I 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 counsel 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 on our Website is not medical advice.

# 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 my Website to

your life, family or business.

#### No Guarantees.

My role 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. I cannot predict and I do 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.

## **Earnings Disclaimer.**

Any earnings or income statements or examples shown through our Website are only estimates of what might be possible now or in the future. There can be no assurance as to any particular financial outcome based on the use of our Website. You agree that I am not responsible for your earnings, the success or failure of your personal or business decisions, the increase or decrease of your finances or income level, or any other result of any kind that you may have as a result of information presented to you through our Website. You are solely responsible for your results.

## Testimonials.

I present real-world experiences, testimonials, and insights about other people's experiences with my Website for purposes of illustration only. The testimonials, examples, and photos used are of actual clients and results they personally achieved, or they are comments from individuals who can speak to my character and/or the quality of my work. They are not intended to represent or guarantee that current or future clients will achieve the same or similar results; rather, these testimonials represent what is possible for illustrative purposes

# Assumption of Risk.

As with all situations, there are sometimes unknown individual risks and circumstances that can arise during use of my Website that cannot be foreseen that can influence or reduce results. You understand that any mention of any suggestion or recommendation on or through my Website is to be taken at your own risk, with no liability on my part, recognizing that there is a rare chance that illness, injury or even death could result, and you agree to assume all risks.

## **Limitation of Liability.**

By using this Website, you agree to absolve me of any liability or loss that you or any other person may incur from use of the information, products or materials that you request or receive through or on my Website. You agree that I will not be liable to you, or to any other individual, company or entity, for any type of damages, including direct, indirect, special, incidental, equitable or consequential loss or damages, for use of or reliance on my Website. You agree that I do not assume liability for accidents, delays, injuries, harm, loss, damage, death, lost profits, personal or business interruptions, misapplication of information, physical or mental disease or condition or issue, or any other type of loss or damage due to any act or default by me or anyone acting as our agent, consultant, affiliate, joint venture partner, employee, shareholder, director, staff, team member, or anyone otherwise affiliated with my business or me, who is engaged in delivering content on or through this Website.

# **Indemnification and Release of Claims.**

You hereby fully and completely hold harmless, indemnify and release me and any of my agents, consultants, affiliates, joint venture partners, employees, shareholders, directors, staff, team members, or anyone otherwise affiliated with my business or me 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 my Website.

#### No Warranties.

I MAKE NO WARRANTIES RELATED TO THE PERFORMANCE OR OPERATION OF MY WEBSITE. I MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE INFORMATION, CONTENT, MATERIALS, PROGRAMS, PRODUCTS OR SERVICES INCLUDED ON OR THROUGH THE WEBSITE. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, I DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **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 I am not responsible for the views, opinions, or accuracy of facts referenced on or through my Website, or of those of any other individual or company affiliated with my business or me in any way. Because scientific, technology and business practices are constantly evolving, you agree that I am not responsible for the accuracy of my Website, or for any errors or omissions that may occur.

## No Endorsement.

References or links in my Website to the information, opinions, advice, programs, products or services of any other individual, business or entity does not constitute my formal endorsement.

I am merely sharing information for your own self-help only. I am 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 my Website. Conversely,

should my Website link appear in any other individual's, business's or entity's website, program, product or services, it does not constitute my formal endorsement of them, their business or their website either.

#### Affiliates.

From time to time, I may promote, affiliate with, or partner with other individuals or businesses whose programs, products and services align with mine. In the spirit of transparency, I want you to be aware that there may be instances when I promote, market, share or sell programs, products or services for other partners and in exchange, I may receive financial compensation or other rewards. Please note that I am highly selective, and I only promote the partners whose programs, products and/or services I 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 I am not liable in any way for any program, product or service that I may promote, market, share or sell on or through my Website.

# Contact Me.

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

# **Website Privacy Policy**

Your privacy is important to <a href="www.soulofthelotus.com">www.soulofthelotus.com</a>. Please read this privacy notice carefully as it contains important information on who we are, how and why we collect, store, use, and share personal information, your rights in relation to your personal information, and on how to contact us and supervisory authorities in the event you have a complaint.

#### Who We Are

Caroline McGrath, LPC / Soul of the Lotus, LLC ("Company") collects, uses and is responsible for certain personal information about you.

# **Children's Online Privacy Protection Act**

This website and any products and services offered herein are not intended for persons under the age of 13. Company does not knowingly collect information from anyone under 13 years of age. Company prohibits children under the age of 13 from using all interactive portions of this website, including leaving any comments, filling out forms, or otherwise submitting information. Company will not knowingly collect personally identifiable information from children under 13. If Company learns it has any information or content from anyone under the age of 13, it will delete that information.

#### The Personal Information We Collect and Use

# 1. Information Collected by Us

Company may collect, use, and is responsible for certain personal information that you provide when you voluntarily sign up for e-mails or free gifts, register for a class or presentation, leave comments, order a service or product, fill out any type of form, access private membership pages, or otherwise contact Company via an online form or e-mail. The information collected may include your name, e-mail, address, phone number, and/or

billing information. You are not required to provide any personally identifiable information to merely access or visit this website.

Company may collect domain information and "cookies" (small files saved on your hard drive by your web browser) to analyze website performance, track user patterns, save information from your previous visits and customize your experience. We will ask for your consent to allow us to use cookies. Company or its third-party vendors may collect nonpersonal information through the use of these technologies. Nonpersonal information might include the browser you use, the type of computer you use and technical information about your means of connection to this website such as the operating systems and the Internet service providers utilized and other similar information. Company's systems may also automatically gather information about the areas you visit and search terms you use on this website and about the links you may select from within this website to other areas of the Internet.

If you are located in the European Economic Area (EEA), we are regulated under the General Data Protection Regulation which applies across the European Union (including in the United Kingdom) and we are responsible as controller of that personal information for the purposes of those laws.

# 2. How we use your personal information

Company collects such information in order to send e-mails, fulfill orders, deliver services and products, complete customer transactions, oversee contests and promotions and improve website performance and customer service.

#### 3. Who We Share Your Personal Information With

Company respects your privacy and will never sell, trade or transfer your personally identifiable information to third parties (beyond what is necessary for fulfilling a customer transaction or for the basic functionality of an online service) without your consent.

We do, however, share your name and email address with our third-party suppliers, such as credit card processors or shipping companies). This data sharing enables them to deliver the goods you ordered directly to you). Those third-party recipients may or may not be based outside the European Economic Area.

Company may release personal information to enforce its Website Terms and Conditions of Use, other Terms, and Conditions, manage its business, protect users or the general public, or to otherwise comply with legal obligations. If you give Company your permission, it may also use personal identification information for internal or external marketing and promotional purposes.

On occasion, Company may collect personal identification information from you in connection with optional contests, special offers or promotions. Company will share such information with necessary third parties for the purpose of carrying out the contest, special offer or promotion. We will ask for your consent to such disclosure and use of such information, prior to your participation in the contest, special offer or promotion.

We will not share your personal information with any other third party.

# Whether Information Has to Be Provided by You and Why

We do not require you to provide any personal data in order to view the Company's website.

We will inform you when we collect your personal date if whether you are required to provide the information to us.

# **Reasons We Can Collect and Use Your Personal Information**

Company collects and uses your personal information to send e-mails, fulfill orders, deliver services and products, complete customer transactions, oversee contests and promotions and improve website performance and customer service.

# Use and Transfer of Your Information Out of the EEA

This website is operated in the United States and third parties with whom we might share your personal information as explained above are also located in the United States. If you are located in the EEA or elsewhere outside of the United States, please be aware that any information you provide will be transferred to the United States. By using this website, participating in any of its services and/or providing your information, you consent to this transfer.

These countries do not have the same data protection laws as the United Kingdom and EEA. While the European Commission has not given a formal decision that such countries provide an adequate level of data protection similar to those which apply in the United Kingdom and EEA, any transfer of your personal information will be subject to the appropriate or suitable relevant safeguards as permitted under the General Data Protection Regulation that are designed to help safeguard your privacy rights and give you remedies in the unlikely event of a misuse of your personal information.

If you would like further information, (see "How to contact us" below. We will not otherwise transfer your personal data outside of the United Kingdom OR EEA or to any organization (or subordinate bodies) governed by public international law or which is set up under any agreement between two or more countries.

# **Your Rights**

If you want to unsubscribe from receiving e-mails from Company, you may do so at any time. Each e-mail from Company includes instructions for unsubscribing from these e-mail communications. If you are covered by the General Data Protection Regulation, you have a number of important rights free of charge. In summary, those include rights to:

• Fair processing of information and transparency over how we use your use personal information • Access to your personal information and to certain other supplementary information that this Privacy Notice is already designed to address • Require us to correct any

mistakes in your information which we hold. Require the erasure of personal information concerning you in certain situations. Receive the personal information concerning you which you have provided to us, in a structured, commonly used and machine-readable format and have the right to transmit those data to a third party in certain situations. Object at any time to the processing of personal information concerning you for direct marketing. Object to decisions being taken by automated means which produce legal effects concerning you or similarly significantly affect you. Object in certain other situations to our continued processing of your personal information. Otherwise restrict our processing of your personal information in certain circumstances

You may also have the right to claim compensation for damages caused by our breach of any data protection laws. For further information on each of those rights, including the circumstances in which they apply, see the Guidance from the UK Information Commissioner's Office (ICO) on individuals' rights under the General Data Protection Regulation, available at: https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/

If you would like to exercise any of those rights, please: Email or write to us Provide us enough information to identify you (e.g., name, email address, etc.) Provide us proof of your identity and address (a copy of your driver's license or passport and a recent utility or credit card bill) Provide us with the information to which your request relates including any account or reference numbers if you have them.

# **Keeping Your Personal Information Secure**

We have appropriate security measures in place to prevent personal information from being accidentally lost, used or accessed in an unauthorized way. We limit access to your personal information to those who have a genuine business need to know it. Those processing your information will do so only in an authorized manner and are subject to a duty of confidentiality. We also have procedures in place to deal with any suspected data security breach. We will

notify you and any applicable authorities of a suspected data security breach where we are legally required to do so. Please note that any comments or information that you post on the website, including the Company's membership site and social media pages, become public and third parties may use your information. Company is not responsible for any unauthorized uses by third parties in such context. You disclose such information at your own risk.

#### **Links to Other Sites**

You may see advertising or other content on this website that links to the sites and services of our partners, suppliers, advertisers, sponsors, licensors or other third parties. Any products or services reached through a third-party link are subject to separate privacy policies. Company is not responsible for or liable for any content on or actions taken by such third-party websites.

# **How to Complain**

We hope that we can resolve any question or concern you raise about our use of your information. If you are covered by the General Data Protection Regulation, you may lodge a complaint with a supervisory authority, in particular in the European Union (or European Economic Area) state where you work, normally live, or where any alleged infringement of data protection laws occurred.

#### **Changes to This Privacy Notice**

This policy is effective as of January 1, 2023. We may change, modify or update this Privacy Policy at any time and will notify you of any such changes by email.

#### **How to Contact Us**

If you have any questions or concerns about this Privacy Policy, the information we hold about you, or you wish to change your personal information in our records, please contact caroline@soulofthelotus.com