

# Privacy Policy

## **Purpose of this Privacy Policy**

This privacy policy describes how Your Wellness Manager treats the personally identifiable information that is collected about you when you visit the websites, digital applications and platforms to which this policy is linked, and mobile-optimized versions of the website.

## **What is Personally Identifiable Information**

Personally identifiable information is information that we can use to identify you as an individual. Personally identifiable information includes your name, telephone number, address and any other information that is connected with you personally.

## **Information This Privacy Policy Does Not Apply To**

This privacy policy does not apply to information collected about you by anyone except Your Wellness Manager and only applies to the web Sites, digital applications and platforms to which this policy is linked, and mobile-optimized versions of the web Sites. Any information you provide when you visit web sites other than those covered by this policy (including other web sites affiliated with Your Wellness Manager) or when you purchase any services, products, or enter contests, that may be advertised or linked on our web site by companies other than Your Wellness Manager is subject to the privacy policies posted on those sites.

## **Collection of Personally Identifiable Information**

Your Wellness Manager generally collects personally identifiable information with your specific consent and knowledge. For instance, when you enter a contest or sweepstakes, subscribe to our newsletters, participate in our social networking features, register for those portions of our sites that may require registration, complete a survey, register for those portions of our sites that may require registration, make a purchase, and other electronic services you will be asked to provide information such as your name, e-mail address, shipping address, and phone number. Information such as your age, gender, hobbies or interests may also be requested. This information may sometimes be collected by third party service providers with whom Your Wellness Manager contracts to host the web site or to fulfill requests for services; in that event, Your Wellness Manager asks such service providers to make the personal information available only to Your Wellness Manager for Your Wellness Manager to use in accordance with the terms of this policy and not to use the information for any other purpose. Your Wellness Manager uses this information to provide you with the service you have requested. We might also send out e-

mails to users and sweepstakes/contest entrants to announce special offers, services and announcements from our Sites and/or our advertisers.

We may use information you provide us through comments, surveys, in response to polls, emails, Q & A, blogs, through any other user-generated submission for editorial purposes, may use any stories you provide us in articles published online or on other platforms and your name. Please be advised that any such submissions become the property of Your Wellness Manager and may be used by Your Wellness Manager for any lawful purpose. If you provide us with personal anecdotes, they may be attributed to you. Your Wellness Manager can use, rewrite, edit, and reuse the content, including your name, likeness, biographical information, and photographs you provide, in any way and any media whether now known or invented in the future, with or without attribution, including but not limited to publication on the website, and in advertising, and trade media. You agree that any content you send us will not violate any rights of any third party and that you will only send us content for which you own the rights.

Some of our sites may from time to time partner with a retailer or other third party to offer subscriptions, services, games, online shopping opportunities and other applications on a cross-promotional or co-branded basis. Those transactions may take place on the Your Wellness Manager Site, or the site of the third party. In either case, personal information you provide in connection with the transaction may be shared with the third party, as well as with any participating sponsors or advertisers of such opportunities and features. Some of our sites may offer you the ability to access a third-party site with whom we have a relationship to access both sites through a co-branded registration or password; in that event, your applicable registration information may be shared with the third-party partner and used by them in accordance with their own privacy policy. We will notify you at the applicable point of sign up if any such co-branded registration or password practices will be in effect.

Some of our mobile-optimized sites and applications may have location-based features. For those features, we will collect your geographic location and, depending on the application, other information you provide us to enable you to enjoy the service being offered. For example, we may offer restaurant features that allows you to get information about local restaurants or travel features that allows you to locate nearby sights and destinations. We will use your location to serve relevant content, and your information may be shared with third party retailers and other facilities as applicable to allow you to take advantage of the particular service being offered.

In the unlikely event that we believe that the security of your personal information in our possession or control may have been compromised, we may seek to notify you of that development. If a notification is appropriate, we would endeavor to do so as promptly as possible under the circumstances, and, to the extent we have your e-mail address, we may notify you by e-mail.

In addition to the foregoing, Your Wellness Manager may share or disclose personally identifiable information about you to other companies or individuals when:

- we need to protect our legal rights (for example, if we are trying to collect money you owe us);
- the entity to whom the information is disclosed is one under control of, or under common control with Your Wellness Manager (for these purposes, a company controlling 20% or more of the voting stock of another entity shall be deemed to control such entity);
- the entity to whom the information is disclosed is hosting web sites associated with our websites, other than those web sites covered by this policy;
- the entity to whom the information is disclosed has affiliated with us to publish a website or furnish services associated with a website;
- You have entered a contest or sweepstakes sponsored by a third party, in which case the information may be shared with that third party for their use in their discretion, including direct marketing (Some of our contests and sweeps will ask you at the time of entry whether you would like your personal information to be shared with the sponsor. Other contests will not give you that option and in that event, if you do not want your information to be shared, you should not enter the contest);
- you have furnished us personal information with the intent that it be forwarded to a third party for use in connection with a specified service you are electing to participate in (examples include, without limitation, e-commerce partners, services to help old friends locate you online, etc.);
- In connection with a sale, merger, transfer, exchange, or other disposition (whether of assets, stock, or otherwise) of all or a portion of the business conducted by the web sites to which this policy applies.
- we must comply with applicable laws, regulations, or legal or regulatory process;
- we utilize third party service providers to provide services, functions or products on our behalf (such as sending emails or processing credit cards or fulfilling subscriptions), and ask these service providers to agree to maintain the confidentiality of your personally identifiable information and not to use your personally identifiable information for any reason except to carry out the purpose(s) for which we hired them;
- we have reason to believe that someone may be causing injury to someone or interfering with our rights or the rights of our users, or general public, or using our services in violation of a legal or personal right;
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## **Cookies**

Your Wellness Manager (or third-party service providers on our behalf) may set and access cookies and similar technologies on your computer. A cookie is a small amount of data (often including a unique identifier), that is sent to your browser from a web site's computers and stored on your computer's hard drive. Some of our cookies may be session cookies, persistent cookies, and/or local shared objects, also known as Flash cookies. Your Wellness Manager uses cookies to understand site usage and to improve the offerings and content on our site.

We may use cookies to control the display of ads, to deliver editorial content, to track usage patterns on the sites, to record requests for subscriptions and to personalize information.

Our cookies may contain personally identifiable information and such cookies may be shared with others to the same extent indicated above.

Your Wellness Manager (or third-party service providers on our behalf) may also use cookies to collect aggregate information about web site users on an anonymous basis. We may share aggregate demographic and usage information with our actual and prospective business partners, advertisers and other third parties for any business purpose.

Some of our advertisers may serve you cookies as well. We do not have control over cookies placed by advertisers.

If you don't want cookies, most Web browsers include an option that allows you to not accept them. However, if you set your browser to refuse cookies, some portions of our sites may not function efficiently. You can manage and delete flash cookies by visiting <https://helpx.adobe.com/flash-player/kb/disable-local-shared-objects-flash.html> and following the instructions.

## **IP Address**

Your Internet Protocol ("IP") address is usually associated with the place from which you enter the Internet, like your university, your company or your university Internet Service Provider. Our server may also record the referring page that linked you to us (e.g., another search engine or Web site); the pages you visit on our sites, the ads you see; the Web site you visit after this Web Site; the ads you click on; other information about the type of Web browser, platform, computer, settings and related software you are using; any search terms you have entered on this Web Site or a referral site; and other Web usage data and activity logged by our Web servers. We may use your IP address to help diagnose problems with our servers, gather broad demographic information, and administer our website. We may also link this information with your personal information when we feel that it is necessary to enforce compliance with our policies and rules or terms and conditions or to protect our Sites, customers or others.

## **Wireless Addresses**

If the email address you provide to us is a wireless email address, you agree to receive messages at such address from Your Wellness Manager. You understand that your wireless carrier's standard rates apply to these messages. You represent that you are the authorized user or owner of the wireless device on which messages will be received, and that you are authorized to approve the applicable charges.

## **Short Message Services and Wireless Internet**

We may make available services through which you can receive messages on your phone or wireless device via short message service ("SMS Service") or wireless internet ("WAP Services"). We may also make available content and versions of our websites available via

WAP and mobile phone service. If you subscribe to one of our SMS, WAP or mobile services, you thereby agree to receive such service at the address you provide for such purposes. Such messages may come from Your Wellness Manager, or from third parties who we believe may have goods or services of interest to you (unless you have elected not to receive such messages at the time you subscribe). Our wireless carriers and providers are not responsible for the content of our wireless services or any of the messages you may receive from us.

You understand that your wireless carrier's standard rates apply to these messages. You represent that you are the authorized user or owner of the wireless device you use to sign up for the WAP, SMS or mobile service, and that you are authorized to approve the applicable charges. To use the WAP, SMS or mobile service, you must reside in the United States. You must register and provide all required Personal Information, which may include, for example, your name, SMS, wireless carrier or mobile address, WAP and, if fees are applicable to the WAP, SMS or mobile service you subscribe to, billing information (either your credit card information or mobile service carrier information if applicable fees will be billed through your carrier). We may also obtain the time, content and date of your messages in the course of your use of the WAP, SMS or mobile service. We will use the information we obtain in connection with these services in accordance with this Privacy Policy. If fees are charged to your wireless account invoice, we may provide your carrier with your applicable information in connection herewith. Your wireless carrier and other service providers may also collect data about your wireless device usage, and their practices are governed by their own policies.

You acknowledge and agree that the WAP, SMS and mobile services are provided via wireless systems which use radios (and other means) to transmit communications over complex networks. We do not guarantee that your use of such services will be secure or private, and we are not liable to you for any lack of privacy or security you may experience. You are fully responsible for taking precautions and providing security measures best suited for your situation and intended use of the services. We may also access the content of your account and wireless account with your carrier for the purpose of identifying and resolving technical problems and service-related complaints.

By signing up for any WAP, SMS or mobile service, you consent to receiving, from time to time, further messages which may include news, promotions and offers from us, our affiliates and partners. Please follow the instructions provided to you by third parties to unsubscribe from their messages.

## **Advertising Disclosure**

In addition to ads that we serve you directly, we use third-party advertising companies to serve ads when you visit our websites. Both our advertising companies and we may use information about your visits to this website and other sites you may visit to serve ads to you. In the course of serving advertisements to you, a unique third-party cookie may be recognized or placed on your browser. In addition, we and our advertising companies may use Web beacons to help manage our online advertising. These Web beacons enable us and

our third-party ad serving companies to recognize a browser's cookie when a browser visits this site and to learn which banner ads bring users to our website and to serve you ads that you may find of interest elsewhere on the internet. Both Your Wellness Manager and these companies may use information (not including your names, email address, telephone number or address) about your visits to these sites and other websites in order to provide advertisements about goods and services of interest to you. If you would like more information about this practice and to know your choices about not having this information used by other companies, please visit <http://optout.networkadvertising.org/#/>. Ads in our videos may be served by an ad partner.

## **Kids and Parents**

The sites covered by this policy are not intended for use by children, especially those under age 13. No one under age 13 is allowed to provide any personal information or use our public discussion areas, chats and forums. To subscribe to newsletters and to participate in other activities where personal information is divulged on our teen-oriented sites, you must be 13 or older. Minors between the ages of 13 and 17 should get the permission of their parent(s) or legal guardian(s) before subscribing to any services on our sites. Some areas of our sites require that you identify yourself by age category when registering and in those areas. If you register as an adult, you represent that you are 18 years of age or older.

If your children disclose information about themselves in our public discussion areas, they may get unsolicited messages from other parties. Accordingly, you should tell them not to do so. There are also commercially available tools to help you limit your children's exposure to material online. A list of different parental control software can be located here: <http://www.pcmag.com/article2/0,2817,2346997,00.asp>.

## **Blogs, Video and other user-generated Postings; Social Networking**

If you elect to post material to any forums, blogs, participate in our social networking channels or other community boards that may be offered on our sites, or if you elect to upload any photographs, audio or video, you will be solely responsible for all text, files, content, messages, audio clips, sounds, photos, images, graphics, video or other materials (the "Postings"). You agree and warrant that any Postings you post to the sites will be true and accurate, will not defame any person or invade any person's privacy, and will not infringe the proprietary rights of any person. You agree not to furnish any Postings to which you do not own the rights. By furnishing Postings, you give Your Wellness Manager the right to use such Postings in any manner and in any media now known or hereafter invented, including, without limitation, the right to combine your Postings with Postings of third parties in varied combinations. You also acknowledge that visitors to the sites may post comments about your Postings which may be derogatory, and that Your Wellness Manager has no obligation to monitor or delete any such postings.

Please be aware that Your Wellness Manager does not and cannot monitor all of the Postings made to the sites, and therefore Your Wellness Manager will not be responsible for the content of any Postings. Your Wellness Manager has no obligation to verify the accuracy of any personally identifying information that is posted to our sites. However, Your Wellness Manager does reserve the right to delete or edit any material in any Posting that is harassing, offensive, obscene or otherwise objectionable and not in keeping with the community standards of the Magazines and websites and to terminate access to the sites to offenders of the guidelines. If Your Wellness Manager elects to edit any Postings, it nonetheless assumes no responsibility for the content of the Postings. Under no circumstances will Your Wellness Manager be liable for any defect or inaccuracy in any Postings. We also expect our users to adhere to certain rules of the road. Therefore, you agree not to post, email, or otherwise make available Postings:

- that are unlawful, harmful, threatening, abusive, harassing, defamatory, pornographic, libelous, or invasive of another's privacy, or harmful to minors in any way;
- that include your personal information, such as telephone number, street address, last name, URL or email address;
- restrict or inhibit any other user from using and enjoying the Your Wellness Manager sites or the Your Wellness Manager services offered on them;
- that harass, degrade, intimidate or are hateful toward an individual or group of individuals on the basis of race, religion, sexual orientation, disability, age, or ethnicity;
- that re-broadcast any posting that violates these terms.
- contain your own or a third party's advertising, branding or promotional content;
- that include personal or identifying information about another person without that person's explicit consent.
- that are "cut and paste" private messages from other users;
- that are false, deceptive, misleading, deceitful, mis-informative, constitute "bait and switch" or impersonation of any person or entity;
- that are abusive, defamatory, threatening, unlawful, harmful, defamatory, libelous, pornographic, or invasive of another's privacy, or harmful to minors in any way;
- contain your own or a third party's advertising, branding or promotional content;
- that infringe any proprietary rights, including copyright, of any party, or Postings that you do not have a right to make available;

Because Your Wellness Manager does not monitor the Postings, you agree to use and rely on them at your own risk. Your Wellness Manager cannot make any representation or warranty about the material contained in the Postings. Your Wellness Manager likewise assumes no responsibility for any contact you may have with other users of our sites, either online or offline. If you elect to meet in person with someone you may meet on our sites, you do so at your own risk, and under no circumstances will Your Wellness Manager be liable for any activity or injury that may occur.

## **Notice Regarding Online Behavioral Advertising**

We allow third-party companies to serve ads and/or collect certain anonymous information when you visit our Web site. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date,

subject of advertisements clicked or scrolled over) during your visits to this and other Web sites in order to provide advertisements about goods and services likely to be of greater interest to you. These companies typically use a cookie or third-party web beacon to collect this information. To learn more about this behavioral advertising practice or to opt-out of this type of advertising, you can visit [www.networkadvertising.org](http://www.networkadvertising.org).

## **Non-U.S. Users**

If you are located outside of the United States, please note that the information you provide to us will be transferred to the United States. By using this web site, you consent to this transfer. You also consent to the adjudication of any disputes arising in connection with this website in the federal and state courts of, and in accordance with the laws of, the state of Minnesota.

This privacy policy is subject to change without notice and was last updated on 11/14/2022. If you have any questions, feel free to contact us directly at [info@yourwellnessmanager.com](mailto:info@yourwellnessmanager.com).