

PRIVACY POLICY

Gracie Fagan Music (“company”, “I”, “we” or “us”) is dedicated to respecting the privacy of your personal information, and this privacy policy describes what information is collected from you on www.graciefagan.com (hereinafter the “website”) and how it is used. The term “you” refers to anyone who uses, visits and/or views the website.

By visiting and using the website, you accept and agree to be bound by this privacy policy. Your continued use of the website after posting of any changes to our Privacy Policy constitutes your acceptance of those changes and updates. You must not access or use the website if you do not wish to be bound by this Privacy Policy.

CHILDREN’S PRIVACY

We respect the privacy of children and “child” means an individual under the age of 13. All information and content on this website is intended for individuals over the age of 18. Children under the age of 13 are prohibited from using this website. We do not knowingly collect, use or disclose personal information from children under the age of 13 without prior parental or guardian consent. If you believe any personal information is collected from someone under the age of 13 without parental or guardian consent, then please contact us to have that information deleted.

WHAT INFORMATION WE COLLECT AND HOW IT IS USED

When you access the website, you may provide certain personally identifiable information including but not limited to your name, email address, phone number, address, avatar image, credit card information when you make a purchase on the website.

This information is collected when you register on the site, place an order, subscribe to a newsletter, contact us, use the search feature on the website, provide comments or any other feedback, fill out a form or use the live chat or enter any other information on the website to communicate with us. From time to

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time, we may also collect information that you submit when you participate in any online surveys that we may post on our website.

Your personal information is used to personalize your experience, improve the website to better serve you, provide customer service support, efficiently process your requests or transactions, tailor advertisements to you, elicit reviews of services or products, provide you offers, promotions and to follow up with you through correspondence (email, live chat, or phone). We may also use this information to provide you offers and promotions from our partners and/or our affiliates in exchange for a commission without additional cost to you.

Additionally, like other websites, this website automatically collects certain information about you through Log Data and Google Analytics. Log Data is information about your computer's Internet Protocol Address, which is your "IP" address, browser information, Internet Service Provider's information, your operating system, and your browser type. Similarly, Google Analytics collects certain information about your location, browsing history, the pages you visit, the equipment you used to access the website, traffic patterns, and other general patterns related to your use of the website.

This information is used to analyze website statistics related to user behavior and interests, improve our performance and your use of the website and to further enhance our products and services offered to you.

COMMENTS AND SOCIAL MEDIA

If you leave a comment, the comment and its metadata are retained indefinitely. This is so we can recognize and approve any follow-up comments automatically instead of holding them in a moderation queue. When you leave a comment, your name, email address and website/organization name is not shared with a third party and may be used to communicate with you.

Social media accounts and sharing options are available on this website. Social media sites (Facebook, Twitter, YouTube, and so forth) can track your personal information. Should you choose to interact with us on social media, please note that you will be voluntarily disclosing that personal information. This information is no longer private. It becomes public information and can be collected and used

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by others. We have no control over and take no responsibility for the use, storage or dissemination of such publicly-disclosed personal information by you.

Any such interactions via comments and social media with us do not subject us to any kind of liability related to misuse of your information by others.

USE OF COOKIES

The website may use cookies to facilitate your use of the website. Cookies are files with small amounts of data including an anonymous unique identifier that a website sends to your computer's hard drive when you are viewing the website. Just like other websites, we automatically collect some non-personally identifiable information including but not limited to your IP address, geographic location, language preference, date and time of visitors.

When you leave a comment on our website, you may opt-in to saving your name, email address and website in cookies. These are for your convenience so that you do not have to fill in your details again when you leave another comment.

If you have an account and you log in to this website, we will set a temporary cookie to determine if your browser accepts cookies. This cookie contains no personal data and is discarded when you close your browser.

We may use cookies for various reasons such as optimizing and personalizing your browsing experience, checking our website analytics, saving your preferences and settings for future use, serving ads based on your liking and interests, affiliate marketing and posting comments on our website.

This information is only collected to better serve and understand your user experience on the website. You have the option of turning off cookies on your computer should you wish to do so. If you choose to do that, you may not be able to view all the features and content of this website.

USE OF WEB BEACONS AND PIXELS

In conjunction with the use of cookies, third parties may also use web beacons, which are also known as clear GIFs, web bugs or pixel tags to collect general information about your use of our website. They monitor user activity and are

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used to track customer behavior data. This information may be relevant to third parties such as the ad networks used on our website to tailor the advertising based on your behavior and interests.

We may use social media pixels to track and collect general information about your use in compliance with different social media sites (Facebook, Twitter, etc) for the purpose of promoting products, tracking conversions, remarketing, running target advertisements and so forth.

Third parties like Facebook may use their own cookies, web beacons and other technologies to collect and receive information from our website for the purpose of providing target advertisements. You may see our ads on Facebook after you have visited our website.

THIRD-PARTY LINKS AND USE

We may include, offer or advertise third party links, products or services on the website. Once you click on a third-party link and leave this website, you are no longer bound by our Privacy Policy and Terms and Conditions.

Articles on this website may include embedded content (e.g. videos, images, advertisements, etc.). Embedded content from other websites behaves in the exact same way as if the visitor has visited the other website. These websites may collect data about you, use cookies, embed additional third-party tracking, and monitor your interaction with that embedded content, including tracing your interaction with the embedded content if you have an account and are logged in to that website.

We may use Google AdSense advertising along with any other third-party advertising on the website. Google is a third party that also uses cookies to serve ads on the website for the purpose of providing a positive user experience. Third-party vendors such as Google use cookies to serve ads based on a user's prior visits to the website. You can opt-out of Google by visiting their privacy policy and ad settings.

We have no control over these third parties and they have their own privacy policies. Neither are we responsible for the activities and practices of these third parties. You should contact them directly and read their privacy policies for any questions. You also agree that your use of these third-party websites is solely at your risk.

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DISCLOSURE OF YOUR INFORMATION

As a general rule, we do not disclose your personal information to third parties without your consent with the exception of the following circumstances:

1. We may disclose your information to our trusted third parties that work with us such as our website hosting partners, email marketing service provider, other service providers that assist in the operation of the website, and any other affiliates and subsidiaries we rely upon to provide you products and services offered here.
2. We may disclose your information in order to comply with state or federal regulations related to copyright infringement lawsuits or any other legal claims related to the website.
3. We may disclose your information to our successor and/or acquiring party in the event of a merger, acquisition, restructuring, dissolution or partial sale in the future. However, your personal information will be transferred to the acquiring party in accordance with this privacy policy.

EMAIL MARKETING

You have the option of opting in or unsubscribing from our email list. By subscribing and opting in, you agree to receive newsletters, updates, messages, promotional materials and any other content related to this website. When you send an email, your email message along with email address and responses are saved for communication purposes with you. This information is kept confidential and we do not share, sell or trade your email information with third parties except as otherwise stated in this privacy policy.

We do not envision offering goods or services to individuals living in the European Union as outlined in the General Data Protection Regulation (“GDPR”).

If you are in the European Union and opt-in to receive any of our free products or services and/or purchase any products or services through our website then you will be subscribed to receive our free email newsletter once you affirmatively consent to it. Please see the **Opt-Out** section below should you wish to “unsubscribe” and not receive any emails from us.

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But if you are NOT in the European Union then you will be automatically subscribed to receive our free email newsletter once you opt-in to receive any of our free products or services and/or purchase any products or services through our website. Please see the **Opt-Out** section below should you wish to “unsubscribe” and not receive any emails from us.

OPT-OUT

We comply with the CAN-SPAM Act of 2003 and do not spam or send misleading information. Should you wish to no longer receive communication from us, you have the option of unsubscribing by clicking “unsubscribe” at the bottom of the email we send to you or by contacting us.

As for third party websites, please contact them directly to unsubscribe and/or opt-out from their communications.

We are in compliance with the GDPR along with the email marketing service we use to collect your data.

GDPR VISITOR RIGHTS

Under the GDPR, if you are within the European Union, you are entitled to certain rights and information listed below.

We will retain any information you choose to provide to us until the earlier of:

1. You ask us to delete the information by sending a request to gracie@graciefagan.com. Please note that such requests may result in you no longer being able to access paid or free content previously provided to you.
2. Our decision to cease using our existing data providers.
3. The Company decides to no longer be in business or continue to offer the services.
4. The data is no longer needed to provide you service, is too costly to maintain further retention, or the Company finds it outdated.

You have the right to request access to your data that we store and have the ability to access your personal data.

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You have the right to either rectify or erase your personal data. You have the right to verify the accuracy of your personal data and have it corrected or removed completely

You have the right to seek restrictions on the processing of your data. When you restrict the processing of your data, we can store your data but cannot process it further.

You have the right to object to the processing of your data in certain circumstances including but not limited to direct marketing, profiling, scientific or historical research purposes, statistical purposes, automated decision making and profiling and tasks based on legitimate interests or in the public interest/exercise of official authority.

You have the right to the portability of your data. You have the right to request your personal data from us, receive it and transfer it to another controller.

You have the right to withdraw consent at any time. If you have provided consent to the Company's processing of your personal data, you have the right to withdraw that consent any time without affecting the lawfulness of processing based upon consent that occurred prior to your withdrawal of consent.

You have the right to lodge a complaint with a supervisory authority that has jurisdiction over issues related to the General Data Protection Regulation.

We require only the information that is reasonably necessary to enter into a contract with you. We will not require you to provide consent for any unnecessary processing as a condition of entering into a contract with us.

YOUR RIGHTS UNDER THE CALIFORNIA CONSUMER PRIVACY ACT (CCPA COMPLIANCE)

If you reside in California, you are entitled to additional rights under California law and we ensure compliance with the CCPA. Here are your rights:

1. You have the right to know whether your personal information is sold or disclosed to third parties.
2. You have the right to say no to the sale of your personal information.

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3. You also have the right to access your personal information, which we will provide within 30 days of such request.
4. You have the right to know what personal information is collected from you and how it is used, which we explained in this Privacy Policy
5. You have the right to have your personal information deleted
6. You have the right to equal service, price and no discrimination
7. You have the right to data portability and right to request your personal information and use it for your own purposes

Pursuant to California's "Shine the Light Act," you are permitted to request information about the manner in which we share certain categories of information with third parties for their marketing use. We may disclose your personal information to our affiliates or other related third parties such as service providers, vendors for their use in marketing to you, so we can provide the products and/or services offered on this website to you. When we disclose such information, your personal information is still kept confidential and between us and that third party. It is not used for any other purpose that's not permitted under the laws.

Please be advised we **DO NOT SELL YOUR PERSONAL INFORMATION** to third parties and have never sold your personal information. We do not intend to sell your personal information in the future either.

Under the CCPA, you still have the right to opt-out of such sales and send us a "do not sell my information" request. If you would like to exercise any of your rights under California law, please submit a verifiable consumer request to us by sending us an email at gracie@graciefagan.com. Only you as the person registered with the California Secretary of State can make such verifiable consumer requested related to your personal information or someone you authorize to act on your behalf.

Your verifiable consumer request must provide sufficient information that allows us to verify that you are the person you are claiming to be or that you are the authorized representative of such person about whom we had collected personal information. You must describe your request with enough details such as your first and last name, address and your country that allow us to properly understand the request and respond to it. Please note we cannot respond to your request or provide you with personal information unless we first verify your identity or authority to make such a request and confirm that the personal

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information relates to you. We will make all attempts to respond to your request within 30 days of receipt.

This privacy notice for California residents supplements the information included in the previous sections of this privacy policy. California and Delaware law also requires us to state whether we honor “Do Not Track” settings in your browser regarding targeted advertising and we do not monitor or respond to Do Not Track browser requests.

SECURITY

The security of your personal information is important to us, and we strive to follow generally commercial industry standards to protect your personal information submitted to us voluntarily and automatically. However, no method of transmission over the Internet is 100% secure and we cannot guarantee the absolute security of your information. When you make a credit card purchase or purchase through any means on the website, you will be directed to a third-party vendor to complete the transaction. Any information you provide during the checkout process is not stored on our website but instead provided to the third-party vendor that completes the purchase transaction.

By using this website, you agree to hold us harmless for any security breach and for any unauthorized use of your personal information by third parties. You also agree that we cannot be held responsible for any disclosure of your information through our website without our knowledge and consent.

PRIVACY POLICY UPDATES

This privacy policy is effective as of 5/3/2020 and will be updated and modified as needed. You are responsible for visiting this page periodically to check for future updates to this policy. Any modifications to this privacy policy will be effective upon our publishing of the new terms, and your continued use of our website after the posting of any updates constitutes your acceptance of our modified privacy policy.

CONTACT

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We may also recommend other products, services, coaches and consultants but no such reference is intended to be an endorsement or statement that such information provided is accurate. We recommend these based on our personal experiences but it is still your responsibility to conduct your own due diligence to ensure you have obtained complete accurate information about such product, services, coaches and consultants.

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We may disclose our income reports and success results of our current or former customers including product reviews and testimonials on the website from time to time. These income reports, product reviews and testimonials are accurate and strictly for informational purposes only.

We share this information as ~~examples~~ to you but it does not serve as a guarantee or promise of any kind for your results and successes if you decide to use the same information, reviews, products, services, tips and techniques offered here.

All the testimonials included on our websites, programs, products and/or services are real-world examples and stories of other people's experiences with our programs, products and/or services. But they are not intended to serve as a guarantee that you will achieve the same or similar results. Each individual's performance is different and your results will vary accordingly.

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You are encouraged to perform your own due diligence and research and are solely responsible for your earnings and results. Your earning potential and results are contingent upon your personal circumstances, abilities, experience, and skills. Therefore, you agree not to hold us and/or our officers, employees, successors, shareholders, joint venture partners or anyone else working with us liable for any of your successes or failures directly or indirectly related to the information, reports, reviews, products and/or services presented to you here.

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We may review different products, services, and other resources to provide reviews of books, services and any other recommendations to you. We may receive incentives, discounts, compensation or free products in exchange for our reviews and sponsored content. All such reviews and sponsored posts are solely our honest opinions made in good faith. You are always encouraged to perform your own due diligence prior to relying on them.

We share this information as examples to you but it does not serve as a guarantee or promise of any kind for your results and successes if you decide to use the same information, reviews, products, services, tips and techniques offered here.

You are encouraged to perform your own due diligence and research and are solely responsible for your decisions, purchases from our affiliate links, sponsored content and results. Your earning potential and results are contingent upon your personal circumstances, abilities, experience, and skills. Therefore, you agree not to hold us and/or our officers, employees, successors, shareholders, joint venture partners or anyone else working with us liable for any of your successes or failures directly or indirectly related to the information, reports, reviews, products and/or services presented to you here.

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