

Empowered Pain Mastery Privacy Policy, Terms & Conditions, and Program Policies

Privacy Policy

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 defence 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 analyse 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 offences.

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 info@amycarrhilton.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 Empowered Pain Mastery.

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 fulfil 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 unauthorised 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 The Empowered Pain Mastery content hub, advertising cookies will be placed on your computer so that we can understand what you are interested in. Cookies are files with small amount 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. This policy was last modified on July 16, 2021.

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: info@amycarrhilton.com

Terms & Conditions

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.

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.

COPYRIGHT

The entire content included in this Website including but not limited to text, graphics or code is copyrighted as a collective work under the Canadian and other copyright laws, and is the property of Amy Carr-Hilton. The collective work includes works that are licensed to Empowered Pain Mastery, ALL RIGHTS RESERVED. Permission is granted to electronically copy and print hard copy portions of this Website for the sole purpose of placing an order with Empowered Pain Mastery, or purchasing products from Empowered Pain Mastery.

You may display and, subject to any expressly stated restrictions or limitations relating to specific material, download or print portions of the material from the different areas of the Website solely for your own non-commercial use, or to place an order with Empowered Pain Mastery or to purchase Empowered Pain Mastery products. Any other use, including but not limited to the reproduction, distribution, display or transmission of the content of this Website is strictly prohibited, unless authorized by Amy Carr-Hilton and Empowered Pain Mastery. You further agree not to change or delete any proprietary notices from materials downloaded from the Website.

TRADEMARKS

All trademarks, service marks and trade names of Empowered Pain Mastery used on the Website are trademarks or registered trademarks of Empowered Pain Mastery.

SINGLE LICENCE USE

All purchases of programs and subscriptions on this website are a single use license. By using this website you agree to maintain your program login and all program and subscription materials as for your personal use only. You further agree not to share any login details, or any materials downloaded from the Website without the explicit permission from Empowered Pain Mastery.

WARRANTY DISCLAIMER

This Website and the materials and products 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, Empowered Pain Mastery disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement. Empowered Pain Mastery 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. Empowered Pain Mastery 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

Empowered Pain Mastery 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 Empowered Pain Mastery 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.

MEDICAL DISCLAIMER

All content found on the Website, including: text, images, audio, or other formats were created for informational purposes only. The Content is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read on this Website.

Reliance on any information provided by Empowered Pain Mastery, and its associates, employees, affiliates and consultants is solely at your own risk.

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.

NOT LEGAL OR FINANCIAL ADVICE

Empowered Pain Mastery, and its associates, employees and consultants are not attorneys, accountants or financial advisors, nor are we holding ourselves out to be. The information contained in this Website is not intended to be a substitute for legal or financial advice that can

be provided by your own attorney, accountant, and/or financial advisor. 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 loss or damage you may incur. Always seek financial and/or legal 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 legal or financial 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 our Website to your life, family or business.

CODE OF CONDUCT

You may not use Empowered Pain Mastery for any illegal or unauthorized purpose. In addition to the laws of the Province of Ontario, Canada, 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. Empowered Pain Mastery reserves the right to remove individuals from our community in instances of misconduct.

NO GUARANTEES

Empowered Pain Mastery 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. Empowered Pain Mastery 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, 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.

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.

EARNINGS DISCLAIMER

Any earnings, 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 Amy Carr-Hilton or Empowered Pain Mastery are 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.

INDEMNIFICATION AND RELEASE OF CLAIMS

You hereby fully and completely hold harmless, indemnify and release Empowered Pain Mastery 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 Empowered Pain Mastery 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 Amy Carr-Hilton in any way. Because scientific, technology and business practices are constantly evolving, you agree that Empowered Pain Mastery 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. Empowered Pain Mastery is merely sharing information for your own self-help. Empowered Pain Mastery 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. Empowered Pain Mastery 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 Empowered Pain Mastery is not liable in any way for any program, product or service that may be promoted, marketed, shared or sold on or through our Website.

VARIATION

Empowered Pain Mastery shall have the right in its absolute discretion at any time and without notice to amend, remove or vary the Services and/or any page of this Website.

COMPLAINTS

Empowered Pain Mastery offers support to our clients and a complaints handling procedure which we will use to try to resolve disputes when they first arise, with a solution that is mutually agreeable to both the client and Empowered Pain Mastery Please let us know if you have any complaints or comments at info@amycarrhilton.com

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 Empowered Pain Mastery 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 info@amycarrhilton.com.

Program Policies

GUARANTEE / REFUNDS

As results are entirely dependent on actions taken by the participant, Empowered Pain Mastery offers no guarantee of results. In the case that a participant is physically unable to continue with the program due to a medical reason, the program will be put on hold, and access will be denied, until the participant is of able body to continue their participation.

Holdings may be placed for a maximum of one year, at which time the participant forfeits their right to continue in the program. Requests for holds and requests for the removal of a hold on a program is the sole responsibility of the participant.

No refunds will be issued, with the exception of a medical note from a participant's medical doctor stating they are unable to continue with the program. No holds and no refunds will be awarded 12 weeks or longer after the date of registration.

ACCESS TO PROGRAM CONTENT & MATERIALS

A registered participant in the program has access to the Content Hub, and all materials therein, for 15 weeks from the date of registration. The program material takes 12 weeks to go through, and the participant has an additional 3 weeks to finish up any tasks and ensure they have downloaded all materials they wish to keep.

All downloaded materials are available to the participant for their ongoing personal use. Any links to additional content present in the downloaded materials is also for the ongoing personal use of the participant.

ACCESS TO THE PRIVATE FACEBOOK GROUP

The private Empowered Pain Mastery Facebook group includes ongoing support and communication from Amy Carr-Hilton and her associates, and communication among group members. Access to support with questions and live streams of the weekly group Q&A coaching sessions is available through the Facebook group.

The private Facebook group is available to active participants in the program and subscribed members only. The program includes 15 weeks free subscription to the private Facebook group, at which time the participant may choose to continue their subscription for a fee, or cancel their subscription.

Payment for the private facebook group subscription after the 15 weeks free subscription will only be taken on request from the participant.

DECLINED PAYMENTS

Empowered Pain Mastery offers various payment plan options requiring the participant to agree to pre-authorized payments. If a payment is missed, the Client will have 5 business days to bring their account into good standing after the declined or missed payment. If the account is not brought into good standing within 7 days, the Client's Program will be put on hold and access will be denied until the account is brought into good standing. If the account remains in poor standing for a duration of more than 21 days, the Participant's Program will be cancelled entirely, and no refund will be provided.

If successful payments are made the participant will continue to have access to the program material until 15 weeks from the original registration date.

OFFICE HOURS & CUSTOMER SERVICE

Weekly coaching calls are Thursdays at 3 pm PST/PDT and are accessed through the participant's Zoom account.

Days and hours of communication are Wednesdays 2 pm - 6 pm PST/PDT. All email and group communication and customer support is responded to in this timeframe. All support questions can be submitted by emailing info@amycarrhilton.com