

Marilyn's Gift, Inc.
A Washington State Corporation

Website Privacy Policy

Section I.

- 1.1 **Introduction.** This "Privacy Policy" applies to the www.Marilyns.gift ("Website") and our other websites (collectively "Services") owned by Marilyn's Gift, Inc., and/or its subsidiary and affiliated entities ("us", "we", or "our") and wherever this Privacy Policy is posted. Website and Services, includes the services provided by us and the websites hosted by one or more web servers, however accessed and/or used, whether via personal computers, mobile devices or otherwise (collectively, "Computer"), and other interactive features, applications or downloads that are operated by us and that are available through, or interact with, the Website where this Privacy Policy is posted. This Privacy Policy does not apply to our collection of information from other sources (unless specifically stated).
- 1.2 **Scope.** This Privacy Policy applies to your use of our Services, and Website to individuals 18 years or older who are located within the United State. We have adopted this Privacy Policy to explain what information may be collected while you use our Services, how we use this information, and under what circumstances we may disclose the information to third-parties. This Privacy Policy, together with the Terms and Conditions of Use posted on our Website sets forth the general rules and policies governing your use of our Services. Depending on your activities when visiting our Website, you may be required to agree to additional terms and conditions. This Privacy Policy as posted is the sole statement of our privacy policies with respect to our Services, and Website, and no summary, modification, restatement or other version thereof or other privacy statement or policy, in any form, is valid unless we post a new or revised policy to the Website.
- 1.3 **Changes.** We generally keep this Privacy Policy posted on our Website, and you should review it frequently, as we reserve the right to change it from time to time without prior notice to you. Any changes will be effective immediately upon posting of the revised Privacy Policy. We will not use your Personally Identifiable Information in a manner materially different than what was stated at the time it was collected.

Section II. – Information Collection Policies

- 2.1 **Permission to Collect.** WHEN YOU ACCESS OUR SERVICES, AND OUR WEBSITE, YOU AGREE TO THIS PRIVACY POLICY AND THE INFORMATION COLLECTION POLICIES SET FORTH HEREIN. **OUR WEBSITE TYPICALLY COLLECTS TWO (2) KINDS OF INFORMATION ABOUT YOU: (A) INFORMATION THAT YOU PROVIDE THAT PERSONALLY IDENTIFIES YOU; AND (B) INFORMATION THAT DOES NOT.** IF YOU DO NOT AGREE TO THIS PRIVACY

POLICY, OR TO ANY CHANGES WE MAY SUBSEQUENTLY MAKE, IMMEDIATELY STOP USING OR OTHERWISE ACCESSING OUR SERVICES.

- 2.2 Types of Information We Collect. We consider such Personally Identifiable Information sensitive in nature. You will need to submit Personal Information to access the Website and use Services. We collect Personally Identifiable Information when users: create an account for our Services, or otherwise use the Website; subscribe to our newsletter or other email correspondence; participate in feedback forms and questionnaires; or, receive customer or technical support. Personal Information is collected only for lawful internal purposes to support the functioning of our Services.
- 2.3 Personally Identifiable Information. Our definition of “Personally Identifiable Information” includes any information that can be used to identify and contact an individual such as name, email address, screen name, mailing address, phone number, card information, and purchase history that may be used to specifically identify or contact you. As a general policy, we do not automatically collect or store your personally identifiable information when you visit our Website alone, aside from the information used to create, verify, and protect your account. In order to use our Services, however, we may request, allow, or otherwise provide you an opportunity to submit your personally identifiable information in connection with an application, feature, program, promotion, purchase, or some other aspect of our Services. Whether or not you provide this information is your choice; however, in many instances this type of information is required to participate in the particular activity, realize a benefit we may offer, or gain access to certain content on our Services.
- 2.4 Our Use of Personally Identifiable Information. At your request, we will use your Personally Identifiable information in conjunction with content that you submit through our Website. By submitting any Personally Identifiable information, items, or content through our Services, you grant us the right to use those submitted items, including Personally Identifiable Information in connection with providing our Services to you or others, with our Marketing, Advertising, and any other promotional purposes. All Personally Identifiable Information you submit to us is generally used for internal purposes, to allow for the functionality of the Services, carry out your requests, respond to your inquiries, promote your content on your behalf, or are in other ways naturally associated with the circumstances in which you provided the information. We may also use this information to later contact you for a variety of reasons, such as customer service, to provide you with information or services or process transactions that you have requested or agreed to receive, to provide you with marketing or promotional information for our products or those of other affiliated companies (“Affiliated Companies”), to communicate with you about content or other information you have posted or shared with us via our Website, or with regard to your use of our Services and, in our discretion, changes our Services and/or our policies, for internal business purposes, or for purposes disclosed at the time you provide your information or as otherwise set forth in this Privacy Policy. You may opt-out from receiving future promotional information from us, or direct that we not share your information in the

future with any affiliated companies or third-parties for their direct marketing purposes, as set forth below. In certain instances, we may also share your personally identifiable information with our contractors, third-party vendors, or Affiliated Companies performing functions on our behalf– e.g., vendors that store data, process credit card orders, advertise, administer our promotions, provide us marketing or promotional assistance, analyze our data, assist us with customer service, etc. Except as provided in this Privacy Policy, our Terms and Conditions of Use, or as set forth when you submit the information, your personally identifiable information will not be shared or sold to third-parties without your consent. We may combine Personally Identifiable Information (provided to us by you, the parent, teacher, school administrator, or legal guardian) with non-personal information that we have collected (including from your use of the Website) in a manner such that the end-product does not personally identify you. We may also make your Personally Identifiable Information non-personally identifiable by either combining it with information about other users (e.g., aggregating your Personal Information with information about other users), or by removing characteristics (such as your name or email address) that make the information personally identifiable. This process is known as de-personalizing your information. We refer to this de-personalized information as “Aggregated Data”.

- 2.5 Non-Personal Information. Our definition of “non-personal information” is any information that does not personally identify you. Non-personal information can include certain personally identifiable information that has been de-identified; that is, information that has been rendered anonymous. Our Website, Services, and third-party service providers, may obtain non-personal information about you from information that you provide us, either separately or together with your personally identifiable information. Our Website, Services, and third-party service providers, may also automatically collect certain non-personal information from you when you access our Website. In addition to any personally identifiable information or other information that you choose to provide to us on the Website, or through our Services, we and our third-party service providers may use a variety of technologies, now and hereafter devised, that automatically collect certain website usage information whenever you visit or interact with our Services. This information may include browser type, operating system, the page served, the time, the source of the request, the preceding page view, and other similar information. We may use this usage information for a variety of purposes, including to enhance or otherwise improve our Services. In addition, we may also collect your IP address or some other unique identifier for the particular device you use to access the Internet, as applicable (“Device Identifier”). A Device Identifier is a number that is automatically assigned to your Computer, and we may identify you or your device by its Device Identifier. When analyzed, usage information helps us determine how our Services are used, such as what types of visitors arrive at the Website, what type of content is most popular, what type of content you may find most relevant and what type of visitors are interested in particular kinds of content and advertising. We may associate your Device Identifier or website usage information with the personally identifiable information you provide, but we will treat the combined

information as personally identifiable information. Website usage information may be collected using various methods, such as the following:

- Web Beacons. “Web Beacons” means the small graphic images or other web programming code called (also known as “1x1 GIFs” or “clear GIFs”) that may be included in our web pages and e-mail messages. Web Beacons may be invisible to you, but any electronic image or other web programming code inserted into a web page or e-mail can act as a Web Beacon. Web Beacons or similar technologies may be used for a number of purposes, including, without limitation, to count visitors to the Website, to monitor how users navigate the Website, to count how many e-mails that were sent were actually opened or to count how many particular articles or links were actually viewed.
- Cookies. “Cookies” means the data file(s) placed on a Computer when it is used to visit the Website. Cookies may be used for many purposes, including, without limitation, tracking user preferences and web pages visited while using the Website. You may be able to remove, reject and/or disable some types of Cookies using your browser’s preferences or other programs. Some features of the Website may not function properly or may operate slowly if you disable, delete, or refuse to accept Cookies. Some of the Cookies we use may be “Flash” Cookies. A Flash Cookie is a data file placed on a Computer via the Adobe Flash plug-in that may be built-in to or downloaded by you to your Computer. While they are harmless, depending on your browser, these Cookies may not be deleted when your Cookies are deleted or disabled and, in some instances, they may cause your Cookies to reappear in your browser. Please check your browser to determine where these types of Cookies are stored and how they may be deleted or disabled.
- Mobile Device Identifiers. “Mobile Device Identifiers” means certain mobile service providers uniquely identify mobile devices and we or our third-party service providers may receive such device information if you access our Services through mobile devices.
- Embedded Scripts. “Embedded Script” means the programming code that is designed to collect information about your interactions with our Sites and Apps such as the links you click on. The code is temporarily downloaded onto your Computer or Mobile Device from our web server or a third-party service provider, is active only while you are connected to the Website, and is deactivated or deleted thereafter.

2.6 Information from or Regarding Other Parties. If you send someone else a communication from our Website, such as sending content to a friend, the information you provide (names, e-mail addresses, etc.) is used to facilitate the communication and is not used for any other marketing purpose unless we obtain consent from that person or we explicitly say otherwise. Please be aware that when you use any send-to-a-friend

functionality through our Services, your e-mail address may be included in the communications sent. We also may, from time to time, supplement the information we collect with outside records from third-parties in order to enhance our ability to serve you, to tailor our content to you and to offer you opportunities to purchase products or services that we believe may be of interest to you. We may combine the information we receive from those other sources with information we collect through our Website. In those cases, we will apply this Privacy Policy to any personal identifiable information received, unless otherwise specifically disclosed by us at the time you provide your personally identifiable information.

- 2.7 Third-Party Service Providers. We will utilize other Third-Party service providers (“Other Service Provider(s)”). By using the Website, and our Services, you hereby consent and authorize us to delegate the authorizations and share the information you provide to us with Other Service Provider(s) to the extent required to provide the services to you. Other Service Provider(s) will be utilized at our discretion. Our websites, products, Services may contain links to other third-party websites, products, and services. We may also use or offer products or services from third-parties – for example, a third-party smart phone app or operating system. Information collected by third-parties, which may include such things as location data or contact details, is governed by their privacy practices. We encourage you to learn about the privacy practices of those third-parties.
- 2.8 Third-Party Ad Server Networks. Our Services may use third-parties such as network advertisers to serve advertisements on our Website may use traffic measurement services to analyze traffic or usage. Network advertisers are third-parties that display advertisements based on your visits to the Website and other websites you have visited. Third-party ad serving enables us to target advertisements to you for products and services in which you might be interested. Our Service’s Third-Party ad network providers, the advertisers, the sponsors and/or traffic measurement services may themselves set and access their own Cookies and other technologies on your Computer and track certain behavioral information regarding users of your Computer or Mobile Device via a Device Identifier. These third-party cookies and other technologies are set to, among other things: (a) help deliver advertisements to you that you might be interested in; (b) prevent you from seeing the same advertisements too many times; and (c) understand the usefulness to you of the advertisements that have been delivered to you. Note that any images (or any other parts of a web page) served by third-parties in association with Third-Party cookies may serve as web beacons, which enable third-parties to carry out the previously described activities. Third-Party Cookies, Web Beacons, and other Third-Party technologies are governed by each Third-Party’s specific privacy policy, not this one. While we may use a variety of companies to serve advertisements on the Website, you may wish to visit http://www.networkadvertising.org/optout_nonppii.asp, which provides information regarding this practice by Network Advertising Initiative (“NAI”) members, and your choices regarding having this information used by these companies, including the “opt-out” procedures of NAI members. Opting out of one or more NAI members only means that those NAI members will no longer be able to deliver targeted content

and/or ads to you, which will affect this and other web sites, but does not mean you will no longer receive any targeted content and/or ads. Also, if your browsers are configured to reject Cookies when you visit this opt-out page, or you subsequently erase your cookies, use a different computer or change web browsers, your NAI opt-out may not, or may no longer, be effective. Additional information is available on the NAI's website accessible by the above link.

- 2.9 Third-Party Applications and Links. Third-party applications may be available via the Website or our Services. The owners of these applications may collect personally identifiable information from you and may have their own policies and practices. These Third-parties may have their own terms of service, privacy policies or other policies and ask you to agree to the same. Our Services may link to or contain links to other third-party websites that we do not control or maintain, such as in connection with purchasing products referenced on our Website and banner advertisements. We are not responsible for how third-parties, or their applications, use your personally identifiable information, or if you select their links or use their applications.
- 2.10 E-mail Communications. If you send us an e-mail with questions or comments, we may use your personally identifiable information to respond to your questions or comments, and we may save your questions or comments for future reference. For security reasons, we do not recommend that you send non-public personally identifiable information, such as passwords, social security numbers or bank account information, to us by e-mail. Further, we may send you e-mail under the following circumstances: (a) if you request a particular service or sign up for a feature that involves e-mail communications; (b) if it relates to purchases you have made with us (e.g., service updates, customer support, etc.); (c) if we are sending you information about our other services; (d) if you consented to being contacted by e-mail for a particular purpose; (e) if you send us an e-mail, post information on the Website or otherwise submit information to us electronically, we may e-mail you to follow-up or otherwise communicate with you with respect thereto; (f) to provide you legal notices or notices with respect to your use of our Services or (g) to otherwise facilitate a transaction between us. In certain instances, we may provide you with tools on the Website that will allow you to set your preferences for receiving e-mail communications from us; that is, agree to some communications but not others. You may "opt out" of receiving future commercial e-mail communications from us by clicking the "unsubscribe" link or following the other instructions included at the bottom of most e-mails we send, provided, however, we reserve the right to send you transactional e-mails such as customer service communications.
- 2.11 Transfer of Assets. As we continue to develop our business, we may sell or purchase assets. If another entity acquires us or all (or substantially all) of our assets, the personally identifiable information and non-personal information we have about you will be transferred to and used by this acquiring entity, though we will take reasonable steps to ensure that your preferences are followed.

- 2.12 Other. Notwithstanding anything herein to the contrary, we reserve the right to disclose any personally identifiable or non-personal information about you if we are required to do so by law, with respect to notices and counter-notices pursuant to our DMCA notice and takedown policy and procedures and/or if we believe that such action is necessary to: (a) fulfill a government request; (b) conform with the requirements of the law or legal process; (c) protect or defend our legal rights or property, our Website, or other users; or (d) in an emergency to protect the health and safety of our Service’s users or the general public.
- 2.13 Children and Parental Rights. Our Services are not directed at anyone under the age of 18. If you are a parent or guardian of a child under the age of thirteen (13) and believe they have disclosed personally identifiable information to us, and wish to learn the nature of this information or request its deletion, please contact us at info@marilyns.gift. A parent or guardian of a child under the age of thirteen (13) may review and request deletion of such child’s personally identifiable information as well as prohibit the use thereof. An additional description of the specific types of information collected from a child under the age of thirteen (13) will be provided to the parent or guardian of that child upon the parent or guardian’s request. Upon a parent’s request, we will also prohibit a child from continuing to use our app or services.
- 2.14 Security Measures. We have implemented security measures we consider reasonable and appropriate to protect against the loss, misuse and alteration of the information under our control. Please be advised, however, that while we strive to protect your personally identifiable information and privacy, we cannot guarantee or warrant the security of any information you disclose or transmit to us online and are not responsible for the theft, destruction or inadvertent disclosure of your personally identifiable information. In the unfortunate event that your “Personally Identifiable Information” (as the term or similar terms are defined by any applicable law requiring notice upon a security breach) is compromised, we may notify you by e-mail (at our sole and absolute discretion) to the last e-mail address you have provided us in the most expedient time reasonable under the circumstances; provided, however, delays in notification may occur while we take necessary measures to determine the scope of the breach and restore reasonable integrity to the system as well as for the legitimate needs of law enforcement if notification would impede a criminal investigation. From time to time we evaluate new technology for protecting information, and when appropriate, we upgrade our information security systems.
- 2.15 Contact and Opting Out. Our Services may include subscription and registration management tools that allow you to make changes regarding your preferences for receiving communications. Regardless of whether these tools are available through the Website, you may contact us as at info@marilyns.gift if: (a) you have questions or comments about our Privacy Policy; (b) wish to make corrections to any personally identifiable information you have provided to us; (c) want to opt-out from receiving future commercial correspondence, including e-mails, from us (we may continue to send you transactional messages such as responding to your inquiries); or (d) wish to

withdraw your consent to our future sharing of your personally identifiable information with third-parties for their direct marketing purposes. We will respond to your request and, if applicable and appropriate, make the requested change in our active databases as soon as reasonably practicable. Please, note that we may not be able to fulfill certain requests while allowing you access to certain benefits and features of our Website. Also, please note that it is not always possible to completely change, remove or delete all of your information from our databases and that residual data may remain on backup media or for other reasons. Also, if you have made any public postings on the Website, such as in forums or blogs, although these posting may no longer be visible to other users, these communications may not be removed from our records.

- 2.16 Location and Asset Transfer. The Website is operated in the United States and intended for users located in the United State. If you are located in the European Union, Canada or elsewhere outside of the United States, please be aware that information we collect may be transferred to and processed in the United States. By using this Website or providing us with any information, you consent to this transfer and processing of your information in the United States.