

KM Method Privacy Policy + Terms and Conditions

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Privacy Policy.

Thank you for visiting www.thekm-method.com, the website of The KM Method, originally founded by Kaila McManus in Ontario, Canada. We respect and protect the privacy of our users. This privacy policy tells you how we collect and use information.

If you contact us we will collect the email address you nominate and any other identifying information you provide, such as a name or phone number. We may use this information for The KM Method marketing purposes. We will never sell this private information to third parties.

Please read this Privacy Policy carefully. We will alert You to any changes to this Policy by changing the “last updated” date at the top of this Policy. Any changes become effective immediately upon publication on Our website, and You waive specific notice of any changes to the Policy by continuing to use and access Our site(s). By accessing and using this website, you agree to this privacy policy. If you do not agree with this privacy policy, please do not use or access this website.

What is Personal Information?

“Personal information” is personally identifiable information such as your name, residential address and e-mail address and includes information about your products, services, subscriptions and usage, credit card information and billing records. It does not include the name, title, business address or telephone number of an employee of an organization.

What kind of personal information does The KM Method collect?

We collect various types of personal information including: Your name, shipping address, email address, telephone number, credit card information, or demographic information like Your age, gender, or hometown. You consent to giving Us this information by providing it to Us voluntarily on Our website or any mobile application. You provide some of this information when You register with or make purchases from Our website. You may also provide this information by participating in various activities associated with Our site, including responding to blogs, contacting Us with questions, or participating in group training. Your decision to disclose this data is entirely voluntary. You are under no obligation to provide this information, but Your refusal may prevent You from accessing certain benefits from Our website or from making purchases. This information will be used for the primary purpose for which it was collected, which may

include: responding to your message, communicating with you about the requested service or product, and processing payments for any and all purchases made by you through the website and links.

The KM Method also collects certain technical information from your computer each time you request a page during a visit to our web site www.thekm-method.com. This information is collected from your computer's Web browser to enhance your experience on our web site and may include your IP address, desktop or mobile operating system, Web browser software, screen resolution, and referrer Web site.

How Does The KM Method collect personal information?

We collect personal information that is voluntarily provided to us by our customers, members, sponsors, web site users and the public in general when they contact us via telephone, e-mail, web browser, or in person. As mentioned above, we may also collect personal information from our business partners and other third parties who have agreed to obtain the consent of the person the information pertains to before disclosing the information to us. The KM Method may also collect personal information through the following means:

i) Cookies .A cookie is a piece of data stored on a web site user's computer hard drive containing information about the user. Cookies automatically delete this information from our computer storage system after 30 days, but permanent cookie files remain on the user's computer's hard drive until they manually delete the file. The KM Method can use cookies to deliver content specific to your interests and to save your password so you don't have to re-enter it each time you visit our web site. Cookies, by themselves, cannot be used to disclose your individual identity. A cookie will identify your browser, but not you, to our computer servers when you visit our web site. Most browsers are initially set up to accept cookies, but you can set your browsers to refuse cookies. However, if you do not accept cookies, you may be limited in some areas of our web site.

ii) Web beacons. To assess the effectiveness of promotional and marketing e-mails we send, we may attach a web beacon to the email that provides us with confirmation when the recipient opens the e-mail. This only occurs if the recipient's computer supports such technology.

iii) Google Analytics, Shopify Analytics + Facebook Pixel. We may partner with third-party analytic companies, including, but not limited to, Google Analytics, Shopify Analytics, Facebook Pixels. The analytic companies may also use cookies (described above) or other tracking technologies to analyze visitors' use of Our website or mobile app to determine the popularity of the content, and better understand online activity. We do not transfer personal information to these third-party vendors. However, in order to access Our website, You must consent to the collection and use of Your information by these third-party analytic companies. You should review their Privacy Policy and contact them directly if You have questions. If You do not want any information to be collected and used by tracking technologies, visit the Network Advertising Initiative Opt-Out Tool or Digital Advertising Alliance Opt-Out Tool.

Why does The KM Method collect personal information?

Your information allows us to offer you certain products and services, including the use of our website, to fulfill our obligations to you, to customize your interaction with our company and our website, and to allow us to suggest other products and services we think might interest you. We generally store Your data and transmit it to a third party for processing. However, to the extent We process Your data, We do so to serve Our legitimate business interests (such as providing You with the opportunity to purchase Our goods or services and interact with Our website or mobile app).

Collecting Data from Children

This website or mobile app is not designed for use by children under age 16, and We do not knowingly solicit personal data from anyone under age 16. If You are under age 16, do not access or use Our website or related products or services. If You become aware that We have collected data of anyone under the age of 16, please contact Us so that We may delete that data.

Sensitive Data

We request that You do not submit any sensitive data to Us, via public postings, email correspondence with Us, or any other method, including social security number, health data, genetic data, or information related to Your ethnic origin, religious beliefs, or criminal history. If You do send Us this information, then by doing so You are consenting to Our use, storage, and processing of this information in accordance with this privacy policy.

Verifying and Amending Your Personal Information

The KM Method tries to ensure that all personal information about you that is in our possession is accurate, complete and up-to-date. To enable us to do so, please inform the person to whom you provided your personal information of any change to that information.

You can inquire about, access and review your personal information held by The KM Method and make corrections to it. Please us by sending an email to kaila@thekm-method.com for assistance with these matters. In some cases, The KM Method will be prevented from disclosing the requested information to you. If any request you make for access to personal information is denied, we will provide you with an explanation.

Website Analytics / Cookies

To improve your experience on our site, we may use 'cookies'. Cookies are an industry standard and most major web sites use them. A cookie is a small text file that our site may place on your computer as a tool to remember your preferences. You may refuse

the use of cookies by selecting the appropriate settings on your browser, however, please note that if you do this you may not be able to use the full functionality of this website.

Our website may contain links to other websites. Please be aware that we are not responsible for the privacy practices of such other sites. When you go to other websites from here, we advise you to be aware and read their privacy policy.

Our website uses Google Analytics and Google Search Console, two services which transmits website traffic data to Google servers in the United States. Google Analytics does not identify individual users or associate your IP address with any other data held by Google. We use reports provided by Google Analytics and Google Search Console to help us understand website traffic and webpage usage.

Terms And Conditions.

Your access to and use of this website is subject to legally binding terms and conditions. Carefully read the following terms and conditions before accessing or using this website. Your accessing or use of this website indicates your acceptance of the following terms and conditions and your agreement to be bound by them. The following terms and conditions form a binding agreement (“Agreement”) between you and The KM Method. We may change these terms and conditions at any time without advance notice. Changed terms will become effective once posted on this website. Your continued use of this website after any change means you have accepted the changed terms and conditions.

Canadian Copyright Law

Copyright protection is automatic in Canada. A work need not be registered with the Canadian Copyright Office nor does it have to be marked with a © to indicate that it is copyright protected.

a) Restricted Uses

Unauthorized copying or commercial publication or exploitation of text, images, audio and video clips and other content of this website including publication, retransmission, broadcast, circulation, selling, reproduction or redistribution, except as authorized by The KM Method, is specifically prohibited. Anyone wishing to use any text, images, audio and video clips and other content for commercial use, publication, or any purpose other than fair dealing as defined by Canadian law, must request and receive prior written permission from The KM Method. You covenant and agree not to use any screen scraping, framing, bots, spiders, crawlers, avatars, intelligent agents or other automated processes on this website or its content, without The KM Method’s written consent. Permission for such uses may be granted on a case-by-case basis at the sole discretion of The KM Method. A usage fee may be assessed depending on the type and nature of the proposed use.

b) Links to Third Party Websites

The KM Method website contains links to third party websites. The linked sites and pages are not under the control of The KM Method and The KM Method is not responsible for the contents of any linked website. These links are provided as a convenience only and shall not be construed as an endorsement of, sponsorship of, or affiliation with the linked website by The KM Method. Some of the links on The KM Method contain affiliate links and will result in The KM Method obtaining a small financial benefit at no extra cost to the user. The KM Method is not responsible for any defects or issues pertaining to any purchases made through a third-party affiliate link.

c) Entire Agreement

These terms and conditions and any other legal notices, policies and guidelines of The KM Method linked to these terms and conditions constitute the entire Agreement between you and The KM Method relating to your use of this website and supersede any prior understandings or agreements (whether oral or written), claims, representations, and understandings of the parties regarding such subject matter. This Agreement may not be amended or modified except by The KM Method making such amendments or modifications available on this website.

d) Limitation of Liability and Indemnity

IN NO EVENT WILL The KM Method OR ITS AFFILIATES BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING AMONG OTHER THINGS LOSS OF REVENUE OR PROFITS), PUNITIVE, OR EXEMPLARY, DAMAGES OF ANY KIND OR SUBJECT TO EQUITABLE OR INJUNCTIVE REMEDIES (WHETHER BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) ARISING OUT OF ACCESS TO, OR USE OF THIS WEB SITE, OR DELAY OR INABILITY TO USE THIS WEB SITE, OR ANY INFORMATION CONTAINED IN THIS WEB SITE. NOTHING IN THIS LIMITATION OF LIABILITY SHALL EXCLUDE LIABILITIES NOT PERMITTED TO BE EXCLUDED BY APPLICABLE LAW. As a condition of your use of this website, you agree to indemnify The KM Method and its affiliates from and against any and all liabilities, expenses (including legal fees) and damages arising out of claims resulting from your use of this website, including without limitation any claims alleging facts that, if true, would constitute a breach by you of these terms and conditions.

Resolving Your Concerns

If you have any questions or concerns about The KM Method personal information collection, use and disclosure practices, or terms and conditions, please let us know and we will do our best to help you. Please contact us directly at kaila@thekm-method.com