American Pillars Contracting, LLC., Club Self-Control, Inc. & Genetic Fitness Matrix, Inc.

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Force majeure

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us is your own original work and that you own the copyright and any other relevant rights; (b) you must obtain the permission of all of the people featured or referred to in the User Content (and, if they are under 16, their parents or guardians as well) to our use of the User Content; (c) publication of any User Content you submit to us will be at our sole discretion. We reserve the right to make additions or deletions to the User Content prior to publication, or to refuse publication; (d) you grant us a non-exclusive, perpetual, royalty-free, worldwide, transferable license to use, edit, reproduce, record, modify, translate, distribute, play, perform, make available to other users of this website, prepare derivative works of and to display any User Content you submit to us in any format, including without limitation print and electronic format and you agree to waive your moral rights in the User Content; (e) you agree not to post User Content which is deliberately intended to upset other users or contrary to our Guidelines or contrary to our prevailing guidelines or contrary to applicable local, national, and international laws and regulations. You warrant that the User Content you submit does not infringe any individual's right to privacy and is not harmful, offensive, defamatory, obscene, harassing, threatening, hateful or otherwise degrading or intimidating of any individual or group of individuals on the basis of religion, gender, race, sexual orientation, ethnicity, age, or disability, or otherwise illegal; (f) you must not endanger yourself or others, take any unnecessary risks in order to produce or make any User Content; (g) you acknowledge that any breach of these warranties may cause us damage or loss and you agree to indemnify us in full and permanently against any third-party liabilities, claims, costs, loss or damage we incur as a result of publishing User Content you submit to us, including consequential losses. 6. You or the owner of the User Content retain ownership of the copyright in all User Content sent to us and are free to republish it wherever you or the owner wish and in whatever medium you or the owner want. 7. We do not keep any 'comments' that are not accepted for publication but may retain other User Content even if this is not published. We have no obligation to you to keep any User Content or to return it to you or remove it from this website or anywhere else we may have published it at any time. 8. You must not send materials that contain viruses, worms, or any other destructive elements. Insults, threats, defamatory comment, dissemination of confidential material, pyramid or other soliciting schemes, or actions meant to disrupt or abuse other users are also prohibited. Users must not use the Club Self Control, Inc. website to advocate illegal conduct or to participate in illegal or fraudulent activities and must not post or distribute unauthorized copies of copyright material including photographic images, artwork, text, sound files or computer programs. If you have a product or service to advertise, you may not use the website for this purpose. 9. We do not endorse any User Content, or any opinion, recommendation, or advice expressed herein, and we expressly disclaim any and all liability in connection with such material. Club Self Control, Inc. does not permit copyright infringing activities and infringement of intellectual property rights on this website, and we will remove any User Content if properly notified that such material infringes another's intellectual property rights. We reserve the right to remove User Content without prior notice. Safety, Complaints, and Reporting Abuse 10. You are advised not to reveal any personal information about yourself or anyone else (for example: telephone number, email address or home address). You are entirely responsible for maintaining the confidentiality of your details when using this website. 11. Any questions about these terms and conditions or reports of anyone abusing the website or otherwise not complying with these terms and conditions should be addressed to info@clubselfcontrol.com / info@geneticfitness.org / info@americanpillars.org 12. If you become aware of any misuse of the site or wish to complain about any User Content or material on the site or believe any of your rights have been violated e.g. your copyright infringed, you have been defamed etc., you can notify us using any of the "Report This" links on the Site (you will need to be a

Registered User to do this). This is the quickest way to contact us. Alternatively, you can contact us at info@clubselfcontrol.com / info@geneticfitness.org / info@americanpillars.org. We will need to know the following: (a) Nature of your complaint and location within the site of the particular content or user; (b) For copyright disputes, identification of the copyright work you claim has been infringed and identification of the User Content that you claim is infringing the copyright work usually the URL of the User Content (c) A statement that you have a good-faith belief the disputed use is not authorized by the copyright owner, its agent, or the law and that you are the owner of the copyright interest involved or are authorized to act on behalf of the owner. (d) Your name, address, telephone number and email address and such other information as we may reasonably request. 13. We reserve the right to immediately terminate or suspend access to the website in response to conduct that we believe interferes with other people's enjoyment. Copyright 14. All copyright and other intellectual property rights in this website (including without limitation the text, graphics and other content) are owned or controlled by Club Self Control, Inc. or its licensors. 15. You may download and print extracts from the site and make copies of these for your own personal and noncommercial use only. You are not allowed to download or print the material, or extracts from it, in a systematic or regular manner or otherwise so as to create a database in electronic or paper form comprising all or part of the material appearing on this website. 16. You must not reproduce any part of this website or the material or transmit it to or store it in any other website or disseminate any part of the material in any other form, unless we have indicated in writing that you may do so. The design, arrangement and look and feel of this website are also the copyright of Club Self Control, Inc. and/or its licensors and may not be copied or otherwise reproduced. Trademark Notice 17. The trademarks, trade names and logos displayed on this website are the property of Club Self Control, Inc. and/or its licensors or other third parties. Users should not use these without the prior written permission of Club Self Control, Inc. / Genetic Fitness Matrix, Inc. / American Pillars Contracting, LLC. or the relevant third-party. General Disclaimer 18. We are providing this website and its contents on an 'as is' basis and, to the maximum extent permitted by law, excludes all representations or warranties of any kind including, without limitation, warranties implied by statute. In addition, we do not represent or warrant that the information accessible via this website is accurate, complete or current. 19. We will not be liable for any loss which may result from the use of this website including, without limitation, loss due to any computer virus or viruses which may infect your computer equipment as a result of your access to or use of this website or your downloading of any materials, data, text, images, video or audio from this website (except for death or personal injury attributable to our negligence and to the extent permitted at law). 20. If, for any reason, we believe that you have not complied with any of these terms and conditions of use, we may, at our discretion, cancel your access to the registration areas of the site immediately and without giving you any advance notice or reason. If we wish to bring the agreement to an end, we will do so by emailing you at the address you have registered stating that the agreement has terminated. The agreement will terminate and your email address and password will become invalid on this website immediately. Other websites and services 21. You can access other sites via links or URL re-directions from this site. These sites are not under our control and we are not responsible in any way for any of their contents. You agree that we will not be party to any transaction or contract with any third-party that you may enter into and we will not be liable to you for any loss or damage which you may suffer by using those third-party websites and services. You agree you will not involve us in any dispute you may have with any such third-party website or service. Privacy and Data Protection 22. Any personal information collected from this website will be used by us in accordance with our Privacy Statement, the Data Protection Act 1998 and any

other relevant legislation. Force majeure 23. Although we will do our best to provide constant, uninterrupted access to this site we do not guarantee this. We accept no responsibility or liability for any interruption or delay. Severance, Governing Law & Jurisdiction 24. If any provision of these terms and conditions is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable such invalidity shall not affect the other provisions of these terms and conditions which shall remain in full force and effect. 25. These terms and conditions are governed by U.S. Law and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales. 26. References to 'Club Self Control, Inc. / Genetic Fitness Matrix, Inc. / American Pillars Contracting, LLC.', 'us', 'our', and 'we' are to. These terms were last updated on MARCH 2020 and may be varied from time to time. Please ensure that you review these terms and conditions regularly as you will be deemed to have accepted a variation if you continue to use the site after it has been posted. Terms & Conditions Website conditions of use Privacy Policy Cookies Policy Accessibility Modern Slavery Act Find us Club Self Control, Inc. Google Map Join our community © 2020 Club Self Control, Inc. / Genetic Fitness Matrix, Inc. / American Pillars Contracting, LLC.

Subscriptions

DEFINITIONS

1.0 You or Your: The person, firm, corporation or other organization entering into this agreement with us by accepting these terms. Where the context so requires, You or Your includes your authorized Users.

1.1 Us, We, or Our: Club Self Control, Inc. / Genetic Fitness Matrix, Inc. / American Pillars Contracting, LLC. Affiliates: in respect of any person to whom the term Affiliate refers a company, corporation or partnership or other business entity ("entity") which is directly or indirectly controlled by or under substantially common control with or controls (as the case may be) the person so referred to and for this purpose "control" means the power of an entity to secure (whether by the holding of shares, possession of voting rights or by virtue of any powers conferred by articles of association, constitution, partnership, agreement or other document regulating the entity in question) that the entity's affairs are conducted in accordance with its wishes.

1.2 Authorized Users: those persons listed in the Order or such other persons as are agreed by the parties from time to time.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 5. Digital Materials: the electronic materials described more fully in the Order under 'Services'

1.3 Materials: the Print Materials and Digital Materials.

Order: the order form completed and signed by the parties or other written confirmation setting out the particulars of the subscription We are to provide You. Print Materials: the printed physical materials described more fully in the Order

under 'Services'

1.4 Services: the provision of Materials.

Subscriber Data: The data input by you (and anyone authorized by you) for use in conjunction with the Materials.

Subscription Fee: The subscription fee for the Services to be provided under this agreement, as specified in our invoice relating to this agreement.

Subscription Period: The period in respect of which either (a) a Subscription Fee is payable for the Services, as specified in our invoice relating to this agreement or (b) a free trial is to operate as specified in writing by Us.

Term: the period starting from the Start Date and expiring on the End Date as set out in the Order;

1.5 Your Sites: All sites, offices and locations that you and we have agreed are covered by this agreement and are listed in the Order.

1.6 It is expressly understood that we only sell month to month, 3, 6, 12, 18, 24, and 36 month subscriptions. Be sure to note which you are purchasing and obligating yourself to as we will hold you to the rules and regulations that govern these agreements on the state, federal and international levels, rules, regulations, guidelines and laws you are expected to adhere to as well as ourselves will be subject to your geographical location at the time you purchased any of our products online, via website or app.

2. AUTHORITY AND LICENSE FOR USE OF DIGITAL MATERIALS

- 2.1 We authorize you and/or your authorized Users to use the Digital Materials specified in the Order on a non-exclusive basis for the Term for which you agree to pay us the Subscription Fee save insofar as You and We have agreed that the Digital Materials will be provided without charge for a limited trial period in which case the balance of these Terms and Conditions shall be binding. For the avoidance of doubt, free trial periods may not be renewed or repeated without Our express written consent.
- 2.2 The Subscription Fee shall be paid to Us save insofar as the Order provides that the Subscription Fee may be paid via a third-party agent of Yours ("Third-party Agent"). In the event that payment is made via a Third-party Agent You shall indemnify Us and keep Us indemnified against any loss, damage, costs and expenses We suffer or incur as a result of any default by the Third-party Agent in making payment of the Subscription Fee in accordance with the terms of the Order as otherwise set out in this agreement.
- 2.3 The authorities and licenses set out in clause 2.1 above and 3.1 below start when you enter into this agreement and end
- (a) if the Subscription Period expires without your agreeing to renew this agreement on the terms and Subscription Fee then applying; or
- (b) If this agreement is terminated under clause 8.
- 2.4 You and/Your authorized Users may:
- (a) Search, view, copy and print out material containing Digital Materials for your own use;
- (b) Access the Digital Materials while away from your principal place of work.
- 2.5 You shall not:
- (a) Attempt to duplicate, modify, disclose or distribute any portion of the Digital Materials except as expressly permitted in this Agreement; or

(b) Host the Digital Materials (or any copy or copies thereof) on any server or other device or otherwise provide access to the Digital Materials (or any copy or copies thereof) except as expressly permitted in this Agreement

3. AUTHORITY AND LICENSE FOR USE OF PRINT MATERIALS

- 3.1 We authorize you to use the Print Materials specified in the Order on a non-exclusive basis for the Term or which you agree to pay Us the Subscription Fee save insofar as You and We have agreed that the Print Materials will be provided without charge for a limited trial period in which case the balance of these Terms and Conditions shall be binding.
- 3.2 You may copy the Print Materials for Your own internal use;
- 3.3 You shall not attempt to reproduce or distribute any portion of the Print Materials except as expressly permitted in this Agreement.

4. YOUR OBLIGATIONS

- 4.1 You will take all steps necessary to ensure that authorized Users comply with the terms of use of the Services in this agreement and do not:
- (a) copy, print out or otherwise reproduce any Materials nor any material relating to part of the Services, except as permitted under this Agreement or authorized by us in writing;
- (b) make any part of the Materials or of the Services available to anyone whose principal place of work is not one of your organization's sites, except as permitted under this agreement or authorized by us in writing;
- (c) Alter any part of the Materials or Services; or
- (d) Purport to assign or otherwise dispose of your rights under this agreement.
- 4.2 You will take reasonable steps to ensure that nobody other than authorized Users accesses the Materials or Services using accounts created with your username and password, including without limitation taking all necessary steps to ensure that no part of the Materials or Services is accessible to an authorized User after his or her employment by You ends. You will be required to co-operate with Our reasonable requirements from time to time in this regard.
- 4.3 You acknowledge and agree that we and our licensors own all intellectual property rights in the Materials. Except as expressly stated to the contrary, this Agreement does not grant you any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses in respect of the Materials or any related documentation.
- 4.4 You are responsible for configuring your information technology, computer programs and platform in order to access the Services. Notwithstanding clause 5.2, you should use your own virus protection software.
- 4.5 In the event that You are unable to access the Digital Materials for a period exceeding 48 hours' duration You must inform Us no later than 7 days thereafter. We are unable to accept any liability in respect of loss and damage arising from any failure to comply with

the foregoing requirement.

- 4.6 You shall provide us such copies of documentation as We reasonably require from time to verify Your compliance with the terms of this Agreement.
- 4.7 We reserve the right to suspend provision of the Services in the event that you fail to make payment of the Subscription Fee in accordance with the relevant invoice. In the event such right is exercised provision of the Services shall be restored on our receipt of full payment of the outstanding Subscription Fee.

5. OUR OBLIGATIONS

- 5.1 We warrant that you will not infringe any third-party intellectual property rights by using the Materials.
- 5.2 We will take reasonable steps to ensure that any data files we supply to you as part of the Service are virus-free.
- 5.3 We will use our best endeavors to ensure that Subscriber Data is maintained securely and is properly backed-up. In the event of any loss or damage to Subscriber Data, your sole and exclusive remedy shall be that we use our best endeavors to restore the lost or damaged Subscriber Data from the latest back up of such Subscriber Data. We shall not be responsible for any loss, destruction, alteration or disclosure of Subscriber Data caused by any third-party (except those third parties sub-contracted by us to perform services related to Subscriber Data maintenance and back-up).
- 5.4 We will use all reasonable endeavors to ensure that the Services are provided continuously and that access to our website is not interrupted by any event within our control. We will notify you in advance of planned downtime, which, if reasonably practicable, will be scheduled outside normal United States EST business hours.

6. CONFIDENTIALITY

- 6.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. A party's Confidential Information shall not be deemed to include information that:
- (a) Is or becomes publicly known other than through any act or omission of the receiving party; or
- (b) Was in the other party's lawful possession before the disclosure; or
- (c) Is lawfully disclosed to the receiving party by a third-party without restriction on disclosure; or
- (d) Is independently developed by the receiving party, which independent development can be shown by written evidence; or
- (e) Is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 6.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third-party, or use the other's Confidential Information for any purpose other than the implementation of this agreement.
- 6.3 Each party shall use its best endeavors to ensure that the other's Confidential

Information to which it has access is not disclosed or distributed except in accordance with the terms of this agreement.

- 6.4 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third-party (except, in our case, those third parties sub-contracted by us to perform services related to Subscriber Data maintenance and back-up).
- 6.5 We acknowledge that the Subscriber Data is your Confidential Information.
- 6.6 This clause shall survive termination of this agreement, however arising, by two years.

7. LIABILITY

- 7.1 This clause sets out our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you in respect of:
- (a) Any breach of this agreement;
- (b) Any use made by you of the Services or any part of them; and
- (c) Any representation, statement or tortious act or omission (whether negligent or otherwise) arising under or in connection with this agreement.
- 7.2 Except as expressly and specifically provided in this agreement all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement.
- 7.3 Nothing in this agreement excludes our liability:
- (a) For death or personal injury caused by our negligence; or
- (b) For fraud or fraudulent misrepresentation.
- 7.4 Subject to clause 7.3 above:
- (a) we shall not be liable for any loss of profits, loss of business, depletion of goodwill and/or similar losses or pure economic loss, or for any special, indirect or consequential loss costs, damages, charges or expenses however arising; and
- (b) our total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the price paid for the Services during the 12 months preceding the date on which the claim arose. 7.5 Under this clause, our liability includes that of any Affiliate and our and their respective agents, employees and sub-contractors, you includes any other party claiming through you and loss or damage includes any losses, damages, costs or expenses whatsoever or howsoever arising in connection with the Services, whether under this Agreement or other agreement or in consequence of any misrepresentation, misstatement or tortious act or omission, including negligence.
- 7.6 We shall have no liability to you under this Agreement if we are prevented from or delayed in performing our obligations or from carrying on business by acts, events, omissions or accidents beyond our reasonable control, including without limitation default of sub-contractors, strikes, lock-outs or other industrial disputes, failure of a utility service or transport or communications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm.

8. TERMINATION

- 8.1 This agreement will terminate if you are in material breach of any of its terms and if the breach is not remedied within the period of twenty working days after written notice of it has been given to you.
- 8.2 On termination of this agreement for any reason:
- (a) All licenses granted under this agreement shall immediately terminate;
- (b) Subject to the exceptions in this sub-clause, you will take reasonable steps to delete the Materials from your electronic media, including your intranet and electronic storage devices so that you no longer have an electronically functional copy of any part of the Materials. You are not required to delete or destroy printouts containing Materials that were made prior to termination, or copies of such printouts;
- (c) We may destroy or otherwise dispose of any of the Subscriber Data in our possession unless we receive, no later than ten days after the effective date of the termination or expiry of this agreement, a written request for the delivery to you of a print-out of the then most recent back-up of the Subscriber Data. We shall use reasonable endeavors to deliver the print-out to you within 30 days of receipt of such a written request, provided that you have, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). You shall pay all reasonable expenses incurred by us in delivering such print-out; and
- (d) Termination shall not affect or prejudice the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination.
- 8.3 This agreement will renew for further terms equal in duration to the Term on the same terms as set out in the Order save in respect of the License Fee which may be increased by up to 5 (five) percent in respect of each such renewal. The provisions of the preceding sentence shall not take effect if You provide written notice to Us that You wish the agreement to terminate not less than 30 days prior to the expiry of the then current Term or renewal thereof.

9. GENERAL PROVISIONS

- 9.1 The rights provided under this agreement are granted to you only and shall not without our prior written consent be considered granted to any Affiliate of yours. You may not, without our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under this agreement.
- 9.2 We may not without Your prior written consent, assign, transfer or charge any of Our rights in this Agreement save in respect of Affiliates of Ours.
- 9.3 This agreement is not intended to benefit anyone other than the parties to it and, in particular, no term of this agreement shall be enforceable under the Contracts (Rights of Third Parties) Act by a third-party.
- 9.4 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is

necessary to give effect to the commercial intention of the parties.

9.5 Any notice to be served pursuant to this Agreement shall be sent by email to the address You advise, or, in Our case to info@geneticfitness.org/info@geneticfitness.org/info@geneticfitness.org or such other address as We advise You from time to time.

9.6 This agreement and the Subscription Fee invoice constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the subject matter of this agreement. Each of the parties acknowledges and agrees that in entering into this agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently made or not) of any person (whether party to this agreement or not) other than as expressly set out in this agreement. The only remedy available to it for breach of the agreement shall be for breach of contract under the terms of this agreement.

9.7 U.S. Law governs this agreement and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales in respect of all claims (including non-contractual claims).

9.8 This Agreement may be executed by electronic signature. You hereby waive any and all rights to dispute the validity, legality or enforceability of such method of execution as evidence of the existence of legal relations pursuant to the Agreement for the purposes of proceedings issued in respect of any of its terms.

Privacy Policy

1. INTRODUCTION

Incisive Business Media Limited and all companies within its Group¹¹ ("Incisive Media" or "We") are committed to protecting and respecting your privacy.

This policy (together with our <u>terms of use</u> and any other documents referred to on it) sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.

2. INFORMATION WE MAY COLLECT FROM YOU

We may collect and process the following data about you:

- Information that you provide by filling in forms on our sites, and which may be amended
 from time to time ("our sites"). This includes information provided at the time of
 registering to use our site, subscribing to our service, posting material or requesting
 further services. We may also ask you for information when you report a problem with our
 site.
- If you contact us, we may keep a record of that correspondence.
- We may also ask you to complete surveys that we use for research purposes, although you do not have to respond to them.

- Details of transactions you carry out through our site and of the fulfilment of your orders.
- Details of your visits to our site including, but not limited to, traffic data, location data, weblogs and other communication data, whether this is required for our own billing purposes or otherwise and the resources that you access.

3. IP ADDRESSES

We may collect information about your computer, including where available your IP address, operating system and browser type, for system administration and to report aggregate information to our advertisers. This is statistical data about our users' browsing actions and patterns and does not identify any individual.

4. COOKIES

For the same reason, we may obtain information about your general internet usage by using a cookie file which is stored on your browser or the hard drive of your computer. Cookies contain information that is transferred to your computer's hard drive. They help us to improve our site and to deliver a better and more personalized service. Some of the cookies we use are essential for the site to operate. The cookies we use can be grouped into four separate categories:

- Strictly necessary
- Performance
- Functionality
- Targeting

Strictly Necessary

'Strictly Necessary' cookies allow you to navigate the website and use essential features like secure areas and online registration. These cookies don't gather any information about you that could be used for marketing or remembering where you've been on the internet. Since these cookies are essential in our being able to guarantee the performance of our website, should you disable them we won't be able to ensure your security or predict how our website will perform during your visit.

Performance

This type of cookie collects information about how you use our website e.g. which pages you visit, and if you experience any errors. The information collected is anonymous and is only used to help us improve how our website works, gauge what interests our users and assess the effectiveness of advertising.

Functionality

This type of cookie remembers your preferences for tools found on our websites, so you don't have to re-set them each time you visit. Some of them are managed by third parties. They may for instance determine whether you see the latest or oldest comments made in relation to an article first. Examples include:

These cookies are used to analyze what advertising might be most relevant to a user of the website based on the areas of the website that the user visits. Please note that any advertisers featured on our site may also use cookies, over which we have no control. You block cookies by activating the setting on your browser which allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies (including essential cookies) you may not be to access all or parts of our site. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies as soon you visit our sites.

Your first visit to any of our sites will generate a pop-up header alerting you to this privacy policy and will re-appear only in the event that you change your cookie settings from time to time.

Please also note that by clicking on the distinctive Ad Choices logo that appears in our sites you can obtain further information as to how cookies can be used or restricted in tailoring advertising relevant to you.

5. WHERE WE STORE YOUR PERSONAL DATA

The data that we collect from you may be transferred to, and stored at, a destination outside of our main business operations area. It may also be processed by staff operating outside the EEA working for us or for one of our suppliers. Such staff maybe engaged in, among other things, the fulfilment of your order, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.

All information you provide to us is stored on our secure servers. Any payment transactions will be encrypted. Where we have given you (or where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorized access.

6. USES MADE OF THE INFORMATION

We use information held about you in the following ways:

- To ensure that content from our site is presented in the most effective manner for you and for your computer.
- To provide you with information, products or services that you request from us or which we feel may interest you, where you have consented to be contacted for such purposes.
- To carry out our obligations arising from any contracts entered into between you and us.
- To allow you to participate in interactive features of our service, when you choose to do so.
- To notify you about changes to our service.

We may also use your data, or permit selected third parties to use your data, to provide you with information about goods and services which may be of interest to you and we or they may contact you about these by post, email or telephone.

If you are an existing customer, we will only contact you by electronic means (e-mail or SMS) with information about goods and services similar to those which were the subject of a previous sale to you.

If you are a new customer, and where we permit selected third parties to use your data, we (or they) will contact you by electronic means only if you have consented to this.

If you do not want us to use your data in this way, or to pass your details on to third parties for marketing purposes, please tick the relevant box on the registration form or, alternatively, do not provide your consent to pass on those details when prompted.

7. HOW WE PROTECT YOUR DATA

We have put in place security procedures and technical and organizational measures to safeguard your personal information. Access to all internal data servers is limited to the specialist data protection personnel and is controlled via active directory authentication using defined policies to control password expiry and renewal.

8. DISCLOSURE OF YOUR INFORMATION

We may disclose your personal information to any member of our Group. We may also disclose your personal information to third parties under the following circumstances:

- in the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets.
- if Incisive Media or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.
- if we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our rights, to view our terms and conditions of use and other agreements; or to protect the rights, property, or safety of Incisive Media,

our customers, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

9. YOUR RIGHTS

You have the right to ask us not to process your personal data for marketing purposes. We will usually inform you (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by ticking certain boxes on the forms we use to collect your data. You can also exercise the right at any time by contacting us at info@americanpillars.org.

Our site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

10. YOUR CONSENT

By submitting your personal information you consent to the use of that information as set out in this policy. You may withdraw your consent at any time by writing to us either by email to info@clubselfcontrol.com / info@geneticfitness.org / info@americanpillars.org.

11. ACCESS TO INFORMATION

You have the right to request a copy of the information that we hold about you. If you would like a copy of some or all of your personal information, please send an email to Emma Scheck using the contact details set out in paragraph 10 above.

We want to ensure that your personal information is accurate and up to date. If any of the information that you have provided to us changes, for example if you change your email address or name, please let us know the correct details by writing to Emma Scheck as above. You may ask us, or we may ask you, to correct information you or we think is inaccurate, and you may also ask us to remove information which is inaccurate.

12. CHANGES TO OUR PRIVACY POLICY

Any changes we may make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by email.

13. HOW TO CONTACT US

Questions, comments and requests regarding this privacy policy are welcomed and

should be addressed to $\frac{info@clubselfcontrol.com\ /\ info@geneticfitness.org\ /\ info@americanpillars.org}{info@americanpillars.org}$