

ONLINE PRIVACY NOTICE

1. Introduction.

- (a) **Web Site Owner.** Defying Gravity Bakery, is the owner of this website ("<http://www.defyinggravitybakery.com>"). Defying Gravity Bakery can be contacted by mail at 113 N. State Rd. Owosso, MI 48867, by phone at (989) 720-4111, or by e-mail at defyinggravityccm@gmail.com. This online privacy notice discloses Defying Gravity Bakery information practices for this Defying Gravity Bakery Web Site, including what type of personal identifiable information is requested in order to make a purchase, how the information is used, and with whom the information is shared. [Note that other Defying Gravity Bakery websites may be governed by privacy notices containing different information practices applicable to those sites.]
- (b) **[Anonymous] Web Site Visits.** In general, you can visit the Defying Gravity Bakery Web Site without disclosing any personal information. Defying Gravity Bakery analyzes the data gathered from Web Site visits for trends and statistics.
- (c) **Web Site Transactions.** At times, Defying Gravity Bakery will need personal information regarding a customer or a prospect. For example, to process an order or provide a subscription, Defying Gravity Bakery may need to know a customer's name, mailing address, e-mail address, and credit card details. It is Defying Gravity Bakery's intent to inform you know before Defying Gravity Bakery collects personal information, such as the user's name and/or address on the Internet. If you tell us that you do not wish to have this information used as a basis for further contact with you, Defying Gravity Bakery will respect your wishes.

2. Personal Information That May Be Collected.

- (a) **Identifying Information.** In order to make a purchase or to access designated subscriber services and /or restricted areas within the Defying Gravity Bakery Web site, Defying Gravity Bakery will request a user to provide certain personal identifying information, which may include name, postal address, e-mail address, screen name, password, telephone number, method of payment, and, if applicable, credit card number. Defying Gravity Bakery may request additional information necessary to establish and maintain customer's account.
- (b) **Service Quality Monitoring.** Some Web site transactions may require a customer to telephone Defying Gravity Bakery, or Defying Gravity Bakery to call the customer. Defying Gravity Bakery will not contact you by telephone without your prior consent, except to confirm an order placed online and/or to inform a customer of the status of such order. Customer should be aware that it is Defying Gravity Bakery's practice to monitor, and in some cases record such calls for staff training or quality assurance purposes.
- (c) **Information from Children.** Defying Gravity Bakery does not sell products or services for purchase by children and will not collect or post information from a child under the age of 18 without the involvement of a parent or guardian. Defying Gravity Bakery will notify the child's parent or guardian at the e-mail address provided by the

prospective customer, alerting the parent or guardian to the child's use of the Web site and providing instructions as to how the parent or guardian can delete the child's registration from the Web site. Defying Gravity Bakery does not use personally identifying information collected from children for marketing or promotional purposes and does not disclose such information to any third party for any purpose whatsoever.

- (d) **Lost or Stolen Information.** If a customer's credit card and/or password is lost or stolen, the customer should promptly notify Defying Gravity Bakery in order to enable Defying Gravity Bakery to cancel the lost or stolen information and to update its records with a changed credit card and/or password.
- (e) **Chat Rooms, Forums and Bulletin Boards.** If customer participates in a Defying Gravity Bakery chat room, discussion forum, or posts messages to a Defying Gravity Bakery bulletin board, customer should be aware that the information disclosed and shared will be broadly available to other persons, both inside of and/or outside Defying Gravity Bakery, who have access to that chat room, forum, or bulletin board. Some individual Defying Gravity Bakery chat rooms, forums or bulletin boards have additional rules and conditions regarding participation. Also, the participant's expressed opinion is his or her own and should not be considered as reflecting the opinion of Defying Gravity Bakery
- (f) **Links to Other Web Sites.** A Defying Gravity Bakery Web site may contain links to other web sites. Defying Gravity Bakery is not responsible for the privacy practices or the content of those other Web sites.

3. Uses Made of the Information.

- (a) **Limited Uses Identified.** Without customer's prior consent, Defying Gravity Bakery will not use your personal identifiable information for any purpose other than that for which it is submitted. Defying Gravity Bakery uses personal identifiable information to reply to inquiries, handle complaints, provide operational notices and in program record-keeping. Defying Gravity Bakery also processes billing and business requests related to Defying Gravity Bakery Web Site participation.
- (b) **Marketing Uses.** Unless customer marks an "x" on the opt-out option box herein provided, Defying Gravity Bakery reserves the right to provide customer with information about Defying Gravity Bakery's Web site, Defying Gravity Bakery products and services, and related information in which the customer has indicated an interest.
- (c) **Stored Information Uses.** Defying Gravity Bakery stores and retains the information provided by customer or the information entered on the Defying Gravity Bakery Web site. This information is used to compile a customer's purchase history in order to enable Defying Gravity Bakery to recommend products, services, or special offers that would be of interest to a customer. Stored information is used by Defying Gravity Bakery, and/or Defying Gravity Bakery agents, to support customer interaction with the Defying Gravity Bakery Web site; to deliver customer purchases; and/or to contact customer again about other Defying Gravity Bakery services and products.

- (d) **Online Advertising.** Some companies that help Defying Gravity Bakery deliver interactive on-line advertising, such as banner ads, may collect and use information about Defying Gravity Bakery's customers to help Defying Gravity Bakery better understand the types of advertising or promotions that are most appealing to Defying Gravity Bakery's customers. After it is collected the information is aggregated so it is not identifiable to a specific individual. If, however, customer would prefer that these companies not collect such information, please mark an "x" on the opt-out option box herein provided.

4. Disclosure of the Information.

- (a) **Within Corporate Organization.** Defying Gravity Bakery is a national organization, with legal entities, business processes, management structures, and technical systems that cross state borders. Defying Gravity Bakery may share your personal information within the Defying Gravity Bakery corporate organization.
- (b) **Mergers and Acquisitions.** Circumstances may arise where for business reasons, Defying Gravity Bakery decides to sell, buy, merge, or otherwise reorganize its businesses in the United States or some other country. Such a transaction may involve the disclosure of personal identifying information to prospective or actual purchasers, and/or receiving such information from sellers. It is Defying Gravity Bakery's practice to seek appropriate protection for information in these types of transactions.
- (c) **Agents.** Defying Gravity Bakery employs or engages other companies and individuals to perform business functions on behalf of Defying Gravity Bakery. These persons are provided with personal identifying information required to perform their functions but are prohibited by contract from using the information for other purposes. These persons engage in a variety of functions which include, but are not limited to, fulfilling orders, delivering packages, removing repetitive information from customer lists, analyzing data, providing marketing assistance, processing credit card payments, and providing customer services.
- (d) **Affiliated Businesses.** Defying Gravity Bakery works closely with affiliated businesses operating web site stores, providing services or selling products on each other's Web sites. These businesses identify themselves to customers. Customer information related to a transaction with an affiliated business is shared with that affiliated business.
- (e) **Marketing Analysis by Third Parties.** Defying Gravity Bakery reserves the right to disclose to third parties' personal information about customers for marketing analysis; however, any information disclosed will be in the form of aggregate data that does not describe or identify an individual customer.
- (f) **Disclosure to Governmental Authorities.** Under certain circumstances, personal information may be subject to disclosure pursuant to judicial or other government subpoenas, warrants or orders.

5. Use of Computer Tracking Technologies.

- (a) **No Tracking of Personal Information.** Defying Gravity Bakery's Web Site(s) are not set up to track, collect or distribute personal information not entered by visitors. Through web site access logs Defying Gravity Bakery does collect clickstream data and HTTP protocol elements, which generate certain kinds of non-identifying site usage data, such as the number of hits and visits to our sites. This information is used for internal purposes by technical support staff for research and development, user analysis and business decision making, all of which provides better services to the public. The statistics garnered, which contain no personal information and cannot be used to gather such information, may also be provided to third parties.
- (b) **Use of Cookies.** Defying Gravity Bakery, or its third-party vendors, collects non-identifiable and personal information through the use of various technologies, including "cookies." A cookie is an alphanumeric identifier that a Web site can transfer to customer's hard drive through customer's browser. The cookie is then stored on customer's computer as an anonymous tag that identifies the customer's computer, but not the customer. Cookies may be sent by Defying Gravity Bakery or its third-party vendors. Customer can set its browser to notify customer before a cookie is received, giving an opportunity to decide whether to accept the cookie. Customer may also set its browser to turn off cookies; however, some Web sites may not then work properly.
- (c) **Use of Web Beacon Technologies.** Defying Gravity Bakery may also use Web beacon or other technologies to better tailor its Web site(s) to provide better customer service. If these technologies are in use, when a visitor accesses these pages of the Web site, a non-identifiable notice of that visit is generated which may be processed by Defying Gravity Bakery or by its suppliers. Web beacons usually work in conjunction with cookies. If customer does not want cookie information to be associated with customer's visits to these pages, customer can set its browser to turn off cookies; however, Web beacon and other technologies will still detect visits to these pages, but the notices they generate cannot be associated with other non-identifiable cookie information and are disregarded.
- (d) **Collection of Non-Identifiable Information.** Defying Gravity Bakery may collect non-identifiable information from user visits to the Defying Gravity Bakery Web site(s) in order to provide better customer service. Examples of such collecting include traffic analysis, such as tracking of the domains from which users visit or tracking numbers of visitors; measuring visitor activity on Defying Gravity Bakery Web site(s); Web site and system administration; user analysis; and business decision making. Such information is sometimes known as "clickstream data." Defying Gravity Bakery or its contractors may use this data to analyze trends and statistics.
- (e) **Collection of Personal Information.** Defying Gravity Bakery collects personal identifying information from customer during a transaction. Defying Gravity Bakery may extract some personally identifying information about that transaction in a non-identifiable format and combine it with other non-identifiable information, such as clickstream data. This information is used and analyzed only at an aggregate level (not at an individual level) to help Defying Gravity Bakery understand trends and patterns. This information is not reviewed at an individual level.

6. Information Security.

- (a) **Commitment to Online Security.** Defying Gravity Bakery employs physical, electronic, and managerial procedures to safeguard the security and integrity of personal information. Billing and payment data is encrypted whenever transmitted or received online. Personal information is accessible only by staff designated to handle online requests or complaints. All Defying Gravity Bakery agents and contractors with access to personal information on the Defying Gravity Bakery web site(s) are also bound to adhere to Defying Gravity Bakery security standards.
- (b) **No Liability for Acts of Third Parties.** Defying Gravity Bakery will exercise all reasonable efforts to safeguard the confidentiality of customer personal information. However, transmissions protected by industry standard security technology and implemented by human beings cannot be made absolutely secure. Consequently, Defying Gravity Bakery shall not be liable for unauthorized disclosure of personal information due to no fault of Defying Gravity Bakery including, but not limited to, errors in transmission and unauthorized acts of Defying Gravity Bakery staff and/or third parties.

7. Privacy Policy Changes and Opt-Out Rights.

- (a) **Changes to Privacy Policy.** This privacy notice was last updated on December 16, 2022. Defying Gravity Bakery reserves the right to update its privacy policy statement at any time. A notice of such change will be sent via email notification thirty (30) days prior to the implementation of such change.
- (b) **Opt-Out Right.** Customer and/or prospective customer has the right at any time to cease permitting personal information to be collected, used, or disclosed by Defying Gravity Bakery and/or by any third parties with whom Defying Gravity Bakery has shared and/or transferred such personal information. Right of cancellation may be exercised by contacting Defying Gravity Bakery via e-mail at defyinggravityccm@gmail.com, telephone at (989) 720-4111, or certified postal mail to 113 N. State Rd. Owosso, MI 48867. After processing the cancellation, Defying Gravity Bakery will delete customer or prospective customer's personal information from its database.

8. Access Rights to Data.

- (a) **Information Maintained by Defying Gravity Bakery** Upon customer's request, Defying Gravity Bakery will provide a reasonable description of customer's personally identifiable information that Defying Gravity Bakery maintains in its data bank. Defying Gravity Bakery can be contacted by e-mail at defyinggravityccm@gmail.com, telephone at (989) 720-4111, or certified postal mail to 113 N. State Rd. Owosso, MI 48867.
- (b) **Corrections and Changes to Personal Information.** Help Defying Gravity Bakery to keep customer personal information accurate. If customer's personal information changes, or if customer notes an error upon review of customer information that

Defying Gravity Bakery has on file, please promptly e-mail Defying Gravity Bakery defyinggravityccm@gmail.com and provide the new or correct information.

- (c) **Your California Privacy Rights.** Beginning on January 1, 2005, California Civil Code Section 1798.83 permits customers of Defying Gravity Bakery who are California residents to request certain information regarding Defying Gravity Bakery's disclosure of personal information for their direct marketing purposes. To make such a request, please write to Teresa Lindhurst at 113 N. State Rd. Owosso, MI 48867. Within 30 days of receiving such a request, Defying Gravity Bakery will provide a list of the categories of personal information disclosed to third parties for third-party direct marketing purposes during the immediately preceding calendar year, along with the names and addresses of these third parties. This request may be made no more than once per calendar year. Defying Gravity Bakery reserves its right not to respond to requests submitted other than to the address specified in this paragraph.

California's privacy laws require a company to provide notice to California users of their rights to receive information on to which entities their information was shared for marketing purposes.

9. Accountability.

- (a) **Questions, Problems and Complaints.** If you have a question about this policy statement, or a complaint about Defying Gravity Bakery compliance with this privacy policy, you may contact Defying Gravity Bakery by e-mail at defyinggravityccm@gmail.com.
- (b) **Terms of Use.** If customer chooses to subscribe to Defying Gravity Bakery's services, customer's action is hereby deemed acceptance of Defying Gravity Bakery practices described in this policy statement. Any dispute over privacy between customer and Defying Gravity Bakery is subject to the provisions of this notice and to Defying Gravity Bakery's Terms of Use Agreement, which is hereby incorporated herein, and which can be read at <http://www.defyinggravitybakery.com>.