

# Total Life Changes Privacy Policy

**Last Updated:** April 4, 2022

This Privacy Policy describes how Total Life Changes LLC and its affiliates and subsidiaries (“TLC”, “us”, “we”, or “our”) collect, use, store, and share your information when:

- You use our websites and applications where this Privacy Policy is posted, or other digital properties that are owned and operated by TLC, including on our own digital properties or on applications we make available on third-party sites or platforms (collectively, “Sites”);
- When you communicate with us, whether online or offline (“Communications”);
- When you purchase our products (“Products”); and
- When we engage with certain third-party partners and providers (“Third Parties”).

Please note, the website [www.tlc.hyperwallet.com](http://www.tlc.hyperwallet.com) is powered and controlled by Hyperwallet, a Paypal Service. To learn more about Hyperwallet’s Privacy Policy for [www.tlc.hyperwallet.com](http://www.tlc.hyperwallet.com), please visit Hyperwallet’s website.

The data controller for the purposes of this Privacy Policy is Total Life Changes, LLC, 6094 Corporate Dr., Fair Haven, Michigan 48023.

## Acknowledgment

Please read this Privacy Policy carefully. Please note that our practices and your choices may vary by region.

**BY USING OUR SITES, COMMUNICATING WITH US, AND/OR PURCHASING OUR PRODUCTS, YOU REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY POLICY.**

## What Information Do We Collect About You?

Depending on where you live and how you interact with our Sites and Products, the nature of your Communications, and the types of Third Parties with whom we may engage, we may collect the following pieces of information from and about you:

- Name;
- Signature;
- Mailing address;
- Shipping address;
- City, state, and zip code;
- E-mail address;
- Telephone number;
- Birthday;
- Certain limited payment details;
- Your personal website details for TLC, including username and password;

- Account ID and password;
- Life Changer ID number and password;
- Security questions and answers to your account and/or Life Changer ID number and password;
- Information you provide to us in response to surveys and contests;
- Certain information about your physical and medical condition;
- Responses generated in connection with participation in online research;
- Photographs of you;
- Social Security Number (when signing up in certain jurisdictions to be a Life Changer);
- Information about your purchases and interactivity with our Sites and Products, including transaction history;
- Information concerning your status as a Life Changer, including but not limited to commissions earned and paid;
- Reports of issues with the Sites and Products;
- Correspondence (including email) and other related Communications;
- Submissions and voting and polling activities;
- Usage and activity information relating to the Sites;
- Search queries on our Sites;
- Information about your interests;
- Certain inferences about your activity with our Sites and Products; and
- Technical information gathered automatically when you use the Sites, including:
  - Device information.
  - Browser information.
  - Internet service provider or mobile carrier.
  - Referring and exit pages.
  - Date and time stamps.
  - Clickstream data (including page clicks and scrolls).
  - Location (for access and use verification).
  - Bandwidth speed.
  - IP address and device ID.
  - Information from cookies and similar technologies (see below for more information).

Please note, you are not obligated to provide TLC your information. However, access to and use of our Sites and/or Products may be limited if you do not provide certain information when prompted.

## How Do We Use Your Information?

Depending on where you live and how you interact with our Sites, the nature of your Communications, and the types of Third Parties with whom we may engage, we may use your information for a variety of lawful business and commercial purposes, including to:

- **Perform a contract with you to:**
  - Provide our Sites and Products to you;
  - Sign you up, communicate with you, and pay you as a Life Changer;
  - Notify you about changes to our Sites;
  - Enforce our terms, conditions, and policies;
  - Administer the Sites; and
  - Personalize content you receive and provide you with tailored content.

- **Further our legitimate interests to:**
  - Perform data analytics (including market research, trend analysis, financial analysis);
  - Operate, evaluate, develop, manage and improve our Sites and Products (including but not limited to operating, administering, analyzing, and improving our Sites and Products, developing new Sites and Products, managing and evaluating the effectiveness of our Communications, performing accounting, auditing, and billing reconciliation and collection activities and other internal functions);
  - Protect against, identify and prevent fraud and/or other criminal activity, claims and other liabilities; and
  - Comply with and enforce relevant industry standards, laws, and policies, including this Privacy Policy and other related terms and policies.

When processing your information to fulfill our legitimate interests, we may, depending on the circumstances and if appropriate in the applicable jurisdiction, conduct a balancing test to ensure that our processing of your information is necessary to achieve our legitimate purposes, and that appropriate safeguards are implemented in accordance with applicable law.

- **Comply with a legal obligation, act in the public interest, and/or protect the vital interests of our customers, Life Changers, employees, and others by:**
  - Preventing and responding to abuse and fraud;
  - Preventing and responding to illegal activity;
  - Preventing and responding to other harmful content distributed through our Sites;
  - Prevent the unlawful use and/or selling of our Products; and
  - Enforcing our terms, conditions, and policies.

## How Do We Share Your Information

- **With Your Consent.** We may, from time to time, disclose or share your information with your consent. We may obtain your consent in writing, online through “click-through” or related agreements, through our use of our Sites or purchase of our Products, when you accept terms of service on our Sites, orally, in person, on the telephone, or by other means. We may share your information in these circumstances to complete a transaction, sign you up as a customer or Life Changer, share your purchase information with Third-Parties such as Life Changers, complete a payment, or perform some other level of service as it relates to our Sites or Products.
- **With Our Affiliates.** We may, from time to time, disclose your information to our affiliates for organizational purposes based on a legitimate interest and/or for other commercial purposes as appropriate from time to time, and in accordance with applicable law.
- **With Third Parties.** We may share your information with certain Third Parties, such as business partners, Life Changers, advertising networks, data analytics providers, online and offline data collectors, operating systems and platforms, and service providers who provide us a service (e.g., credit / debit card processing, billing, customer service, auditing, marketing, advertising

measurement services, debugging to identify and repair error and/or protecting against malicious, deceptive, fraudulent, or illegal activity).

- **Business Transfers / Bankruptcy.** We may transfer your information as part of a corporate business transaction, such as a merger or acquisition, joint venture, corporate reorganization, financing, or sale of company assets, or in the unlikely event of insolvency, bankruptcy, or receivership, in which to any successor or to any person or entity that acquires ownership or control of the Sites and/or Products. This may occur in the event of a merger, acquisition, bankruptcy or other sale of all or a portion of TLC's assets. Other than to the extent ordered by a bankruptcy or other court proceeding, the use and disclosure of all transferred information will be subject to this Privacy Policy, unless provided otherwise.
- **By Law Or To Protect Rights.** We may share your information to satisfy any law, regulation, legal process, governmental request, or where we have a good belief that access, use, preservation or disclosure of such information is reasonably necessary to: (1) enforce or apply agreements; (2) protect our rights or interests, property or safety or that of others; (3) in connection with claims, disputes, or litigation (in court or elsewhere); or (4) protect users of our Sites and Products.

## Do We Transfer Your Information To Other Countries?

The information we collect from and/or about you may be stored on servers and with Third Parties in the United States (where we are headquartered) or other countries, and whose laws may differ from the jurisdiction in which you live. Any transfer of your information to other countries is done with reasonable consideration of the applicable laws in the jurisdictions in which we operate.

## How Do We Store & Protect Your Information?

Although no system can guarantee the complete security of your information, we take all commercially reasonable steps, appropriate to the nature of information at issue, to ensure your information is subject to commercially reasonable organizational, technical, and physical safeguards, in alignment with all applicable laws and regulations.

## How Long Do We Keep Your Information?

We keep your information for as long as necessary in accordance with the purposes for which it was collected, our business needs, and our legal and regulatory obligations. If we dispose of your information, we will do so in a way that is reasonably secure and appropriate to the nature of the information subject to disposal, consistent with all applicable laws and regulations.

## Links To Other Sites

We may, from time to time, offer links to other websites from our Sites. These Third Parties may have terms of use and privacy policies that are different than ours. We recommend you review such site's terms of use and privacy policies prior to use or submitting any information to them. We cannot verify, warrant, endorse or take responsibility for the availability, accuracy, completeness, quality, practices, or policies of such sites or content available from such sites. We do not make any representations or warranties as to the security of any information (including, without limitation, credit card and other personal information) you might be requested to give any Third Party.

## Hyperwallet / Commissions

If you are a Life Changer, you may be paid commissions from time to time. Depending on the jurisdiction in which you operate, your payment information and commissions information may be shared with Hyperwallet, a PayPal Service and/or CoinZoom. Hyperwallet and/or CoinZoom processes and pays your commissions. We do not control the privacy practices of Hyperwallet or CoinZoom. To learn more about Hyperwallet's and CoinZoom's privacy practices, please visit their websites to learn more.

## Payment Information

When you purchase our Products, any credit card information you provide as part of your payment is collected and processed directly by our payment processor(s). We do not receive or store your credit card information. TLC commits to working with payment processor(s) who align their practices with the Payment Card Industry Data Security Standard (PCI-DSS) and other industry standard security protocols. To learn more about our payment processor(s), please [Contact Us](#).

## Cookies, Advertising, & Tracking

From time to time, our Sites may collect and share your information through the use of cookies, pixels, and related technologies for the purpose of identifying and authenticating users, preventing fraud, enhancing our Sites, and to tailor content to you.

Cookies are small information files that our Sites place on your computer or other devices. Some cookies are temporary. Others are permanent. And there are different types of cookies that serve different purposes, such as functionality and targeting (marketing / advertising).

Our Sites may also use embedded scripts and/or web beacons. An embedded script is programming code used to collect information about how you interact with our Sites. The embedded script is temporarily downloaded onto your device from our, or a third party web server and is active only while you are connected to the Sites. A web beacon is a small graphic image or programming code that may be included in our Site pages and email messages.

Our Sites also uses data analytics vendors to monitor the performance of our Sites, enhance and provide a more relevant browsing experience for our users, personalize the content on our Sites, and better understand our users' needs and optimize our Sites. To help us accomplish these goals, our data analytics vendors use cookies, identifiers for mobile devices and other technologies to collect and store data about our users' behavior and their devices, such as how much time users spend on which pages, which links they choose to click, what users do and don't like, etc. This data may include a device's IP address, device screen size, device type (unique device identifiers), and browser information. For further details about our data analytics vendor, Google Analytics, please see **How Google uses data when you use our partners' sites or apps**, [www.google.com/policies/privacy/partners/](http://www.google.com/policies/privacy/partners/) and visit Google's Privacy Policy at <https://policies.google.com/privacy>.

To learn more about your choices as it relates to our use of cookies and related technologies, please see [Your Choices](#).

## Your Choices

We provide you the ability to exercise certain controls and choices regarding your information. To exercise any of the rights described below, send your request to [privacy@totallifechanges.com](mailto:privacy@totallifechanges.com) or call toll-free at 1-844-935-5483. We will respond to your request as possible and in accordance with all applicable laws and regulations.

You may submit your request directly, or through an authorized agent, subject to additional verification of your identity and/or the agent's authorization. To protect your identity, we may also use reasonable efforts, consistent with applicable law, to verify your identity before responding to your request.

- **Correct Your Information.** If you believe we have incorrect or inaccurate information about you, we will use reasonable efforts to allow you to update or correct the information we collect from and about you.
- **Access Your Information.** Depending on where you live, you may have a right to know what information we have collected about or from you, how that information is being used, and with whom it is being shared. You may also be entitled to receive a copy of your information.
- **Opt-Out Of Sharing Your Information With Life Changers.** When you purchase our Products on our Sites, you direct us to share your information, including purchase history, with Life Changers who may reach out to you independently to offer you additional Products or other services. To opt-out of us sharing this information with Life Changers, you may send us an email at [privacy@totallifechanges.com](mailto:privacy@totallifechanges.com).
- **Delete Your Information.** Depending on where you live, and subject to certain exceptions recognized by applicable law, you may have a right to ask that we delete your information.
- **Object to Certain Uses.** Depending on where you live, you may have the right to object to our processing of your information when we do so: (1) for our legitimate interests, as described above; (2) for direct marketing; and (3) for statistical purposes.
- **Withdraw Consent.** You may withdraw your consent at any time.
- **Control Cookies Through Your Browsers.** You may be able to disable and manage some cookies through your browser settings. If you use multiple browsers on the same device, you will need to manage your settings for each browser.
- **Analytics Provider Opt-Outs.** To disable analytics cookies you can use the browser controls discussed above or, for some of our providers (e.g. Google), you can use their individual opt-out mechanisms.
- **Interest-Based Advertising.** For more information or to opt-out of receiving interest-based advertising from participating third-party advertisers please visit:
  - Digital Advertising Alliance: <https://optout.aboutads.info/?c=2&lang=EN>
  - Digital Advertising Alliance App Choices Application: [www.aboutads.info/appchoices](http://www.aboutads.info/appchoices)
  - Network Advertising Initiative: <https://optout.networkadvertising.org/?c=1>

- **Email Opt-Out.** If at any time you wish to opt out or "unsubscribe" from receiving commercial emails related to our Sites or Products, you may use the unsubscribe link at the bottom of each commercial email you receive. Please note that even if you opt-out of receiving commercial emails from us, we reserve the right to send transactional or relationship communications to you (e.g., if we need to contact you regarding your account status, technical support, changes to our Sites or Services, etc.).
- **Non-Discrimination.** We will not discriminate against you for exercising any of your rights under applicable law and this section. That means if you exercise any of your rights in connection with your information, we will not deny you access or use of our Sites or our Products, charge you a different price or rate for any Products, or provide you a different level of service, subject to exceptions under applicable law.

If you have questions or complaints about how we've handled your information, or responded to any requests above, please contact us below. You also have the right, depending on where you live, to file a complaint with any competent data protection authority, regulator, or governmental agency, where appropriate.

## Notice To California Residents

### California Consumer Privacy Act (CCPA)

All phrases used under this heading have the same meaning as those phrases defined under the CCPA.

### Notice of Financial Incentive

#### **Material Terms of Incentive**

From time to time, we may provide discounts on our Services in exchange for your personal information. We may also offer samples of our Services in exchange for your personal information. We may use the information you provide in exchange for these discounts or samples to send you messages, market future Services, and for other internal statistical purposes.

#### **How The Incentive Is Reasonably Related To The Personal Information Provided**

Our discount and sample program are based upon our reasonable but sole determination of the estimated value of the personal information California residents provide, which takes into consideration, without limitation, estimates regarding the anticipated revenue generated from such information, the anticipated expenses which might be incurred in the collection, storage, and use of such information in the operation of our business, and other relevant factors related to the estimated value of such information to our business, as permitted under applicable law.

#### **Opt-In**

By providing your personal information when signing-up for a discount, or to receive a sample, you are affirmatively opting-in to our incentive program. If you wish to opt-out of the program, do not submit the personal information.

#### **Right to Withdraw**

If you wish to withdraw from receiving a discount or sample, you may submit such a request by sending an e-mail to [privacy@totalifechanges.com](mailto:privacy@totalifechanges.com) before completing your order.

### **Notice at Collection**

To learn more about the categories of personal information we collect, and have collected from and about California residents over the past 12 months, including the sources of collection, please see [What Information Do We Collect About You](#) and [How Do We Use Your Information](#) sections above. To learn more about how we use and share that information, please see [How Do We Share Your Information](#) section above.

### **Notice of Disclosure For A Business Purpose**

To learn more about the categories of personal information we have disclosed for a business purpose about California residents in the past 12 months, please see [What Information Do We Collect About You](#) and [How Do We Share Your Information](#) sections above.

### **Notice of Sale**

TLC does not sell your personal information We do not have any actual knowledge of selling the personal information of any California resident who is 16 years or younger.

### **Rights**

California residents have certain rights under the CCPA, including the Right to Access, Right to Delete, and Right to Non-Discrimination. To learn more about these rights, please see [Your Choices](#) above.

### **California Minors**

If you are a California resident under the age of 18, California Business and Professions Code § 22581 permits you to request and obtain removal of content or information you have publicly posted on any of our Sites. To make such a request, please send an email with a detailed description of the specific content or information to [privacy@totalifechanges.com](mailto:privacy@totalifechanges.com) with the subject line "CALIFORNIA MINOR CONTENT REMOVAL REQUEST." Please be aware that such a request does not ensure complete or comprehensive removal of the content or information you have posted and there may be circumstances in which the law does not require or allow removal even if requested.

### **Do Not Track**

Our Sites may, from time to time, collect information about your online activities, over time and across different sites and applications. When you use our Sites, Third Parties may also collect information about your online activities, over time and across different websites, online or cloud computing services, online applications, or mobile applications. Some browsers support a "Do Not Track" feature, which is intended to be a signal to websites that you do not wish to be tracked across different websites you visit. Our Sites currently do not change the way they operate based upon a "Do Not Track" or similar signal. You may, however, disable certain tracking as discussed in [Your Choices](#) section.

### **Children**

Our Sites are not intended for children under the age of 18. We do not knowingly collect or use any information from individuals under the age of 18. If you are a parent or guardian who has discovered that



your child under the age of 18 has submitted his or her information without your permission or consent, you can ask us to remove your child's information by contacting us at [privacy@totallifechanges.com](mailto:privacy@totallifechanges.com).

## Changes

We may change this Privacy Policy from time to time. Any and all changes will be reflected on this page, and where appropriate and consistent with applicable law and regulation, provided to you in person or by another electronic method. The effective and last updated date will be stated at the top of this Privacy Policy. You should regularly check this page for any changes to this Privacy Policy.

## Consumers With Disabilities

To request a copy of this Privacy Policy in an alternative format, please contact us at the information provided below.

## Contact Us

If you have any questions about this Privacy Policy, please contact us at:

Total Life Changes  
Attn: Privacy Office  
6094 Corporate Dr.  
Fair Haven, Michigan 48023  
E-mail: [privacy@totallifechanges.com](mailto:privacy@totallifechanges.com)