

## **Privacy Policy**

David Phelps International, LLC, a Texas Limited Liability Company, (“DPI”) d/b/a Freedom Founders, hereinafter “**Company**” has adopted practices to safeguard your privacy online. Please read the following policy to understand how your personal information will be treated as you make full use of any or all of the Company’s websites (“Sites”), and online services, such as online tools, videos, web-based programs, web-based seminars, and web-based educational programs (“Services”), and communications, including, but not limited to, online communications, newsletters, and advertisements.

Our Privacy Policy explains how we gather, store, use and distribute information about our users through the Sites & Services (as defined in our Terms of Service). Our Services are provided to clients who visit or who sign up/register for an account with us (“**Account Owners**”) via one of our Sites, collectively, any visitor or Account Owner shall hereby be referred as “you” or “your.”

### **Overview**

This Privacy Policy governs your use of the Sites & Services. This Privacy Policy describes the information we collect from you and what may happen to that information.

### **Information that is gathered from visitors**

In common with other websites, log files are stored on the web server saving details such as the visitor's Internet Protocol (“IP”) address, browser type, referring page and time of visit. Cookies may be used when interacting with the website. Where registration is required, the visitor's or Account Owners’ provided details will be stored.

### **What personally identifiable information does the Company collect?**

The primary purpose of collecting information from you is to provide you with an effective and personalized experience. We collect information about you we consider needed to accomplish this purpose. We may also collect information help us recognize your devices and understand how you use our Sites and Services so that we can improve your experience to reflect your interests and serve you advertisements about products and/or services that are likely to be of more interest to you. Such targeted or interest-based advertising may include cross-device site advertising (i.e. tracking a user across devices). If you do not explicitly opt out of targeted or interest-based advertising (provided below), you consent to any and all such advertising.

The Company collects information in several ways. Some information is collected when you sign up/register. This includes such information including, but not limited to, your name, company name, if applicable, mailing address, phone number, email address, User Name, password and credit card information. Where possible, we indicate which fields are required and which fields are optional.

We may also collect personal information when you report an issue, either through the Sites’ email, direct mail or by phone. We may also ask for personal information at other times, such as, but not limited to, if or when you make payments to the Company. If you contact Company, we may keep a record of that communication.

## Information collected and its use:

- Registration Data. When you subscribe to the digital Edition of David's Monthly Newsletter and/or other e-mail communications, we ask for information such as your legal name, company name (if applicable), and email address.
- Purchase Information. When you register to use our Sites & Services, via purchase, we ask for information such as your legal name, company name (if applicable), email address, billing address and credit card information. This information will be used to administer your account, for billing, verification and authentication purposes and to contact you in relation to the same.
- Content You Make Available. If you have the ability to upload content to the Company via the Sites & Services, such as a photo and description or results or testimonials, or such information you enter is captured by the Sites & Services, you give express consent for the Company to use all content to the fullest extent permitted by law.
- Transactional Notifications. We may provide notifications for certain activities relating to your use of our Sites & Services despite your e-mail preferences; for example, we may send you notices of any updates to our User Agreement or Privacy Policy.
- Marketing Communications. If you sign up to use our Sites & Services or opt-in to receive marketing communications from us, we will keep you up to date on our products and Services. You may withdraw your consent to receiving marketing communications from us at any time by following the opt-out instructions in each communication.
- Statistics. We may also collect statistics about use of our Sites & Services which we use for analytics such as predictive analytics. Aggregate statistics that do not contain personally identifiable information will be maintained by us and such statistics may be made available to other members or third parties in aggregate non-personalized form only.
- Cookies: Cookies are used by us to track content usage and traffic on the Sites & Services. A cookie is a feature of your web browser consisting of a text file placed on your hard disk by a web server. Cookies are small digital signature files that are stored by your web browser that allow your preferences to be recorded when visiting the website. Cookies may be used to track your return visits to the website. Your personal data, including, but not limited to your visitor IP address, may be collected from you using tracking technologies such as third-party cookies and non-cookie technologies when visiting the Company's Sites or using the Company's Services. Cookies help us compile aggregate statistics about usage of these Sites & Services, such as how many users visit the Sites, how long users spend viewing the Sites, and what pages are viewed most often. Cookies may also be used in order for the Company to serve targeted advertising to you. This information is used to improve the content of the Sites & Services. You can set your browser to notify you when you are sent a cookie. This gives you the chance to decide whether or not to accept it. If you disable cookies, you may not be able to take advantage of all the features of the Sites & Services.
- Third-Party Cookies. In addition to the tracking technologies we place, other companies may set their own cookies or similar tools when you visit our Sites and/or use our Services. This includes third party analytics services that may be engaged to help analyze how users use the Sites & Services, as well as third parties that deliver content or offers. We may receive reports based on these parties' use of these tools on an individual or aggregate basis. We use the information we get from these reports only to improve our Sites & Services.

Third-party advertising companies may also use cookies for tracking purposes.

Your IP address is reported by your web browser whenever you visit a page on the Sites. This information is recorded along with your registration information on our databases.

### **Do Not Track Signals**

We do not currently respond to 'do not track' signals/mechanisms that may allow consumers to opt out of tracking on our Sites & Services.

### **Who is collecting information?**

When you are using the Sites & Services and are asked for personal information, you are sharing that information with the Company, affiliated companies and Trusted Advisors, unless we specifically state otherwise or unless we are processing a payment in which case information is given to the credit card processor. Third-party advertising companies may also use cookies for tracking purposes.

### **Changes to our Privacy Policy**

From time to time we may change or update our Privacy Policy. We reserve the right to make changes or updates at any time. If we make material changes to this Privacy Policy, we may provide you notice via our Sites & Services or other communication channel such as email, mail, SMS message or community post. However, please review this Privacy Policy regularly for any changes, as it is your responsibility to apprise yourself of the Company's Privacy Policy upon every visit to the Sites or Services. If you object to any of the changes and no longer wish to use our Sites & Services, you may cancel your account(s). All changes are effective immediately upon posting and your use of our Sites & Services after a notice of material change or posting of an updated Privacy Policy shall constitute your consent to all changes. By visiting the Sites and/or using the Services, you agree to be bound by the terms and conditions of this Privacy Policy. If you do not agree with the terms of this Privacy Policy, please do not use or access the Sites or Services.

### **How does The Company use my information?**

The Company may use your information to provide you with a customized browsing experience and display personalized content. We also may use your personal information to process orders, such as sending your credit card, name and zip code to the credit card processor so your payment goes through correctly; resolve disputes; troubleshoot issues; respond to your questions; detect and protect against error, fraud, or other criminal activity; and enforce our User Agreement. The Company also reserves the right to use your data, without linking it to you personally, for the purpose of determining accuracy of data used by our system to make our program run easier and more effectively. Additionally, we may use your information to contact you about products or Services we, affiliated companies, or Trusted Advisors may have to offer.

You may cancel your authorization to receive this marketing information at any time.

## With whom does The Company share my information?

The Company will not sell any of your personally identifiable information.

The Company will not disclose your personally identifiable information except with our affiliated companies, unless we have your permission or under special circumstances, such as those described below:

- External Service Providers. Separate Services may be offered by third parties, also known as external service providers, including, but not limited to, Trusted Advisor programs and information. If you choose to use these Separate Services to permit the Sites & Services to disclose information to these parties, and/or grant them permission to collect information about you, their privacy policy governs the use of your information. When you inquire about or purchase such Separate Services via Sites & Services, the Company shares your information with that external services provider so that they may complete your request.
- The Company Employees and Contractors. Some of our employees and/or independent contractors are subject to non-disclosure agreements with us. These and other legal restrictions prohibit their use of the information you provide us for any purpose except to facilitate specific Company related operations, unless you explicitly agreed or gave prior permission to them for additional uses.
- Advertisers/Trusted Advisor. If you complete a transaction with an advertiser or Trusted Advisor linked to the Company, the information obtained during your visit to that advertiser or Trusted Advisor, and the information you give, may be provided to the advertiser or Trusted Advisor. Both advertisers and Trusted Advisors linked to the Sites have separate policy practices for which the Company has no responsibility or liability.
- Other. We may disclose account information where we have reason to believe that disclosing the information is necessary to identify, contact, or bring legal action against someone who may be violating the Company's policies as specified in the Privacy Policy or User Agreement, violating state or federal law, or may be causing injury to or interference with (either intentionally or unintentionally) The Company's rights or property, other Sites users or subscribers, or anyone else that could be harmed by such activities. The Company may disclose or access account information when we believe in good faith that the law requires it and for administrative and other purposes we deem necessary to maintain and improve our Sites & Services.

We cannot ensure that all of your private communications and other personal information will never be disclosed in ways not otherwise described in this Privacy Policy. For example, we may be forced to disclose information to the government or third parties under certain circumstances, third parties may unlawfully intercept or access transmissions or private communications, or users or subscribers may abuse or misuse your personal information that they unlawfully collect from the Sites. We use industry standard practices to protect your privacy, however, we do not promise, and you should not expect, that your personal information or private communications will always remain private.

When you provide credit card or other payment information to pay for the Company subscriptions, your credit card and financial information is processed by a third-party subscription management provider. The Company does not store and does not have access to detailed credit card information.

Your e-mail address will not be sold, rented or leased to third-parties.

## **Retention**

We will keep your Personal Information for as long as it remains necessary for the identified purpose or as required by law, which may extend beyond the termination of our relationship with you. We may retain certain data as necessary to prevent fraud or future abuse, or for legitimate business purposes, such as analysis of aggregated, non-personally-identifiable data, account recovery, or if required by law. All retained personal information will remain subject to the terms of this Privacy Policy. If you request that your name be removed from our databases, it may not be possible to delete completely all your Personal Information due to technological and legal constraints.

## **Communication**

The Company will contact you if you complete a contact form on the Sites, if you sign up for a membership, or if you contact us directly by phone or email. We may also contact you regarding our products and Services by email. Only the Company, our affiliated companies, Trusted Advisors, agents or independent contractors working on behalf of the Company, will contact you. The Company may communicate with you via phone, email or direct mail. If you do not wish to receive such communications, contact us by following the instructions which are included in the e-mail that you receive or write to us at the following address:

**David Phelps International, LLC, a Texas Limited Liability Company,  
d/b/a Freedom Founders,  
519 E. IH 30, #246.  
Rockwall, TX 75087**

Please be advised that if you complete a contact form on any of our Sites or Services, you have expressly agreed to be contacted by the Company, including via by phone, regardless of whether you are listed on the National or State Do Not Call Registries.

## **What security precautions are in place to protect the loss, misuse, or alteration of my information?**

Whenever the Company handles your personal information, we take steps to ensure that your information is treated securely and in accordance with the relevant User Agreement and this Privacy Policy. We use procedural and mechanical safeguards to protect your personal information against loss or theft as well as unauthorized access and disclosure to protect your privacy.

Unfortunately, however, no data transmission over the Internet can be guaranteed to be 100% secure. We cannot, therefore, warrant or ensure the security of any information you transmit to us or from our Sites & Services, and you do so at your own risk. Once we receive your transmission, we make our best effort to ensure its security on our systems.

## **Additional Information**

Any questions regarding this statement should be directed to following the instructions which are included in e-mail that you receive.

This Privacy Policy is the sole authorized statement of the Company's practices with respect to the online collection of personally identifiable information and the usage of such information. Any summaries of this Privacy Policy generated by third-party software or otherwise shall have no legal effect, are in no way binding upon the Company, shall not be relied upon in substitute for this Privacy Policy, and neither supersede nor modify this Privacy Policy.

The Company reserves the right to transfer any and all information we collect from visitors, or we otherwise collect concerning or in connection with the Sites & Services to a third party in the event of a sale or other transfer of assets or of any portion of our business.

## **Your rights and Options**

If you have subscribed to one of our communications, you may unsubscribe by following the instructions which are included in e-mail that you receive.

You may be able to block cookies via your browser settings, but this may prevent you from accessing certain features of the website.

You can decline to have personal data collected via third party tracking technologies by navigating to the settings feature in their browser and declining **all** third party cookies or declining third party cookies from specific sites, or, for mobile, limiting ad tracking or resetting the advertiser identifier via the privacy settings on your mobile device.

Some partners may use non-cookie technologies that may not be impacted by browser settings that block cookies. Your browser may not permit you to block such technologies. For this reason, you can use the following third-party tools to decline the collection and use of information for the purpose of serving your interest based advertising.

An opt-out link or third-party tool that opts users out of targeted or interest based advertising. Available third-party opt-out tools include: the [Digital Advertising Alliance](#), and the [Network Advertising Initiative](#).

- *The NAI's opt-out platform:* <http://www.networkadvertising.org/choices/>
- *The DAA's opt-out platform:* <http://optout.aboutads.info/?c=2&lang=EN>

## **Information For California Residents Only**

This section supplements the information contained in this Service Privacy Notice and applies solely to visitors, users, and others who are residents of the State of California, as defined in Section 17014 of Title 18 of the California Code of Regulations. This section is effective as of **January 1, 2020**, to comply with the **California Consumer Privacy Act of 2018** ("CCPA").

Any terms defined in the CCPA have the same meaning when used in this section.

### **Information We Collect and the Purposes for Which this Information is Used**

We collect information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or device ("personal information"). This collection of information is listed in the sections "Information that is gathered from visitors," "What personally identifiable information does the Company collect," and "Information collected and its use" above.

For clarity, under CCPA personal information does not include:

- Publicly available information from government records;
- De-identified or aggregated consumer information; and
- Information excluded from the CCPA's scope such as:
  - health or medical information covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CMIA) or clinical trial data; and
  - personal information covered by certain sector-specific privacy laws, including the Fair Credit Reporting Act (FRCA), the Gramm-Leach-Bliley Act (GLBA) or California Financial Information Privacy Act (FIPA), and the Driver's Privacy Protection Act of 1994.

### ***Right to Know and Data Portability Rights***

You have the right to request that we disclose certain information to you about our collection and use of personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, we will disclose to you:

- The categories of personal information we collected about you;
- The categories of sources for the personal information we collected about you;
- Our business or commercial purpose for collecting or selling that personal information;
- The categories of third parties with whom we share that personal information;
- The specific pieces of personal information we collected about you (otherwise known as a data portability request); and
- Two separate lists where we have sold or disclosed your personal information for a business purpose:
  - Sales: identifying the personal information categories that each category of recipient purchased; and
  - Disclosures for a business purpose: identifying the personal information categories that each category of recipient obtained

### ***Right to Delete***

You have the right to request that we delete any of your personal information that we collect from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, we will delete (and direct our services providers to delete, to the extent possible) your personal information from our records, unless an exception applies.

We may deny your deletion request if retaining the information is necessary for us or our service provider(s) to:

- Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relations with you or otherwise perform our contract with you;
- Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity or prosecute those responsible for such activities;

- Exercise free speech, ensure the right of another consumer to exercise their free speech rights or exercise another right provided by law;
- Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 et. seq.);
- Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent;
- Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us;
- Comply with a legal obligation; and
- Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

### **Exercising Right to Know, Data Portability and Right to Deletion**

To exercise the access, data portability, and deletion rights described above, please submit verifiable consumer request to us.

Only you, or a person registered with the California Secretary of State that you authorize to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

You may only make a verifiable request for access of data portability **twice within a 12-month period**. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative; and
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

We cannot respond to your request or provide you with personal information if we cannot: (i) verify your identity or authority to make the request; and (ii) confirm the personal information relates to you.

We will only use personal information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

## **Response Timing and Format**

We will deliver our written response to you electronically unless you indicate delivery to be by mail.

Any disclosures we provide to you will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot complete a request, if applicable. Please note that personal information deleted during this period as set out in herein will not be provided.

The format of our responses to you concerning personal information collected, disclosed or sold will be provided in a readily useable format that should allow you to transmit the information from one entity to another entity without hindrance.

We do not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

## **Non-Discrimination**

We will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services;
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties;
- Provide you a different level or quality of goods or services; or
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.
- However, we may offer you certain financial incentives permitted by CCPA that can result in different prices, rates or quality levels. Any CCPA-permitted financial incentive we offer will reasonably relate to your personal information's value and contain written terms that describe the program's material aspects. Participation in a financial incentive program requires your prior opt in consent, which you may revoke at any time.