

Privacy Policy

Updated: June 9, 2018

Power Up Nation, Inc. and Pat Council committed to protecting your privacy and ensuring you have a positive experience on our website and in using our products and services (collectively, "Products"). This policy covers <https://www.designingyourlifetoday.com>, <http://patcouncil.com>, <http://sisterslovinglife.com>, <http://www.blackpeoplewin.com>, <https://monetizemytalents.com>, blog.designingyourlifetoday.com, shop.designingyourlifetoday.com and any associate websites, programs, services and mobile applications worldwide.

This policy outlines our handling practices and how we collect and use the Personal Data you provide during your online and offline interactions with us. As used in this Privacy Policy, "Personal Data" means any information that can be used to individually identify a person, and may include, but is not limited to, name, email address, postal or other physical address, credit or debit card number, title, and other personally identifiable information.

If you reside in the European Union ("EU"), United Kingdom, Lichtenstein, Norway, Iceland or Switzerland, you may have additional rights with respect to your Personal Data, as further outlined below. These rights may include rights under the EU's General Data Protection Regulation ("GDPR"), if you are a resident of the EU, United Kingdom, Lichtenstein, Norway or Iceland.

Power Up Nation, Inc., Pat Council will be the controller of your Personal Data that is provided, collected and/or processed pursuant to this Privacy Policy, except where otherwise expressly stated below. If you have any questions about whether any of foregoing applies to you, please contact us using the information set forth in the "Contact Us" section below.

This policy may be updated from time to time for reasons such as operational practices or regulatory changes, so we recommend that you review our Privacy Policy when returning to our website.

Collection of your Personal Data

We collect the following categories of Personal Data about you when you use or otherwise interact with our Products:

- Name
- Title
- Email address
- Home/work/mobile telephone number
- Postal or other physical address
- Credit/debit card information

- IP addresses and other information collected passively, as further detailed in the “Passive Collection” section below
 - Device identifiers, as further described in the “Mobile Application” section below
- We collect and/or process your Personal Data in connection with the below activities related to our Products:
- Account registration
 - Use of certain Product features
 - Generating reports based on information collected from use of our Products
 - Requesting service and support for our Products and providing such support
 - Placing transactions or orders
 - Registering to attend a seminar or webinar
 - Participating in an online survey
 - Billing and collecting payments for our Products
 - Participating in discussion groups or forums
 - Registering for newsletter subscriptions
 - Customizing the advertising and content you see

Processing of your Personal Data

We will use your Personal Data only in accordance with our Privacy Policy. If you do not wish us to continue using your Personal Data in this manner, you can request that your account be deactivated by contacting us as specified in the “Contact Us” section.

We will only process your Personal Data if we have a lawful basis for doing so. Lawful bases for processing include consent, contractual necessity (i.e. processing that is necessary for the performance of a contract with you, such as your terms of agreement with us that allows us to provide you with the Products) and our “legitimate interests” or the legitimate interest of others (e.g. our users) such as:

- Personalizing, improving or operating our Products and business
- Better understanding your needs and interests
- Fulfilling requests, you make related to the Products
- Providing you with information and offers from us or third parties
- Complying with our legal obligations, resolving disputes with users, enforcing our agreements
- Protecting, investigating and deterring against fraudulent, harmful, unauthorized or illegal activity

We process Personal Data for purposes such as:

- To process your orders and deliver the Products that you have ordered
- To provide reports based on information collected from use of our Products
- To keep you up to date on the latest Product announcements, updates, upgrades, system enhancements, special offers, and other information
- To provide support and assistance for our Products
- To provide the ability to create personal profile areas and view protected content
- To provide the ability to contact you and provide you with shipping and billing information
- To provide customer feedback and support
- To provide and administer contests or other marketing or promotional activities.
- To the extent you choose to participate, to conduct questionnaires and surveys to provide better products and services to our customers and end users
- To personalize marketing communications and website content based on your preferences, such as in response to your request for specific information on products and services that may be of interest
- To contact individuals that you refer to us and identify you as the source of the referral, in accordance with the “Referral” section below
- To meet contract or legal obligations

Referrals

If you choose to refer a friend about our products, you represent that you have their consent to provide us your friend’s name and email address. We will automatically send your friend a one-time email inviting him or her to visit the website. Unless your friend authorizes us, we will only use your friend’s name and email address for the purposes of sending this one-time email.

Choice

You can choose whether to provide Personal Data to us, but note that you may be unable to access certain options, offers, and services if they require Personal Data that you have not provided. You can sign-up, and therefore consent, to receive email or newsletter communications from us. If you would like to discontinue receiving these communications, you can update your preferences by using the “Unsubscribe” link found in such emails or by contacting us using the information in the “Contact Us” section of this policy.

Data Subject Rights

You have certain rights with respect to your Personal Data as set forth below. Please note that in some circumstances, we may not be able to fully comply with your requests, or we may ask you to provide us with additional information in connection with your request, which may be Personal Data, for example, if we need to verify your identity or the nature of your request. In such situations, however, we will still respond to let you know of our decision.

To make any of the following requests, contact us using the contact details referred to in the “Contact Us” section of this policy.

- Access: You can request more information about the Personal Data we hold about you. You can also request a copy of the Personal Data.
- Rectification: If you believe that any Personal Data we are holding about you is incorrect or incomplete, you can request that we correct or supplement such data. You can also correct some of this information directly by logging into your membership account. Please contact us as soon as possible upon noticing any such inaccuracy or incompleteness.
- Objection: You can contact us to let us know that you object to the collection or use of your Personal Data for certain purposes.
- Erasure: You can request that we erase some or all of your Personal Data from our systems.
- Restriction of Processing: You can ask us to restrict further processing of your Personal Data.
- Portability: You have the right to ask for a copy of your Personal Data in a machine-readable format. You can also request that we transmit the data to another entity where technically feasible.
- Withdrawal of Consent: If we are processing your Personal Data based on your consent (as indicated at the time of collection of such data), you have the right to withdraw your consent at any time. Please note, however, that if you exercise this right, you may have to then provide express consent on a case-by-case basis for the use or disclosure of certain of your Personal Data, if such use or disclosure is necessary to enable you to utilize some or all our Products.
- Right to File Complaint: You have the right to lodge a complaint about, our practices with respect to your Personal Data with the supervisory authority of your country or EU Member State.

Data Retention

Sharing your Personal Data

We do not sell or rent your Personal Data to third parties for marketing purposes. We collect your data processing or storage such as Constant Contact, InfusionSoft and other third party platforms.

We also share Personal Data with business partners, service vendors and/or authorized third-party agents or contractors to provide requested Products or transactions, including processing orders, processing credit card transactions, hosting websites, hosting event and seminar registration and providing customer support, product or transaction, providing customer support.

In some cases, we may choose to buy or sell assets. In these types of transactions, user information is typically one of the transferred business assets. Moreover, if we, or substantially all our assets, were acquired, or if we go out of business or enter bankruptcy, user information would be one of the assets that is transferred or acquired by a third party. You acknowledge that such transfers may occur, and that any acquirer of us or our assets may continue to use your Personal Data as set forth in this policy. As required by law, we may respond to subpoenas, court orders, or similar legal process by disclosing your Personal Data and other related information, if necessary. We also may use Personal Data and other related information to establish or exercise our legal rights or defend against legal claims.

We collect and possibly share Personal Data and any other additional information available to us in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of Go Daddy terms of service, or as otherwise required by law.

While navigating our website or products, you may be directed to content or functionality that is hosted by a third-party. When information is collected exclusively, our Privacy Policy will be referenced and will govern how your information is used.

Security of your Personal Data

Power Up Nation, Inc. and Pat Council are committed to protecting the Personal Data you share with us. We utilize a combination of industry-standard security technologies, procedures, and organizational measures to help protect your Personal Data from unauthorized access, use or disclosure. When we transfer credit card information over the Internet, we protect it using Secure Sockets Layer (SSL) encryption technology.

We recommend you take every precaution in protecting your Personal Data when you are on the Internet. For example, change your passwords often, use a combination of letters and numbers when creating passwords, and make sure you use a secure browser. If you have any questions about the security of your Personal Data, you can contact us.

Linked websites and third party services

Our websites and services may provide links to other third-party websites and services, which are outside our control and not covered by this policy. We encourage you to review the privacy policies posted on these (and all) sites you visit or services you use.

Transfer and Storage of Personal Data

Our Products are hosted and operated in the United States (“U.S.”) through Go Daddy or Constant Contact and its service providers. We may transfer your Personal Data to the U.S. or to third parties acting on our behalf for the purposes of processing or storage. By using any of our Products or providing any Personal Data for any of the purposes stated above, you consent to the transfer and storage of your Personal Data, whether provided by you or obtained through a third party, to the U.S. as set forth herein, including the hosting of such Personal Data on U.S. servers.

If you have an unresolved privacy or data use concern that we have not addressed satisfactorily, please contact

Contact us

To address your individual rights or if you have any privacy-related questions or comments related to this privacy policy, please send an email to pat@designingyourlifetoday.com.

You can also contact us by writing to this address:

Power Up Nation, Inc
In care of Pat Council
12068 Rainbow Lake Dr. E.
Jacksonville, FL 32258

Terms

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We reserve the right to change these Terms of Service or to impose new conditions on use of the Site, from time to time, in which case we will post the revised Terms of Service on this website. By continuing to use the Site after we post any such changes, you accept the Terms of Service, as modified.

INTELLECTUAL PROPERTY RIGHTS

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Your License to Us. By posting or submitting any material (including, without limitation, comments, blog entries, photos and videos) to us via the Site, you are representing: (i) that you are the owner of the material or are making your posting or submission with the express consent of the owner of the material; and (ii) that you are thirteen years of age or older. In addition, when you submit or post any material, you are granting us, and anyone authorized by us, a royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide license to use, copy, modify, transmit, sell, exploit, create derivative works from, distribute, and/or publicly perform or display such material, in whole or in part, in any manner or medium, now known or hereafter developed, for any purpose. The foregoing grant shall include the right to exploit any proprietary rights in such posting or submission, including, but not limited to, rights under copyright, trademark, service mark or patent laws under any relevant jurisdiction. Also, in connection with the exercise of such rights, you grant us, and anyone authorized by us, the right to identify you as the author of any of your postings or submissions by name, email address or screen name, as we deem appropriate. You acknowledge and agree that any contributions originally created by you for us shall be deemed a "work made for hire" when the work performed is within the scope of the definition of a work made for hire in Section 101 of the United States Copyright Law, as amended. As such, the copyrights in those works shall belong to COMPANY from their creation. Thus, COMPANY shall be deemed the author and exclusive owner thereof and shall have the right to exploit any or all of the results and proceeds in any and all media, now known or hereafter devised, throughout the universe, in perpetuity, in all languages, as COMPANY determines. In the event that any of the results and proceeds of your

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ONLINE COMMERCE

Certain sections of the Site may allow you to purchase many different types of products and services online that are provided by third parties. We are not responsible for the quality, accuracy, timeliness, reliability or any other aspect of these products and services. If you make a purchase from a merchant on the Site or on a site linked to by the Site, the information obtained during your visit to that merchant's online store or site, and the information that you give as part of the transaction, such as your credit card number and contact information, may be collected by both the merchant and us. A merchant may have privacy and data collection practices that are different from ours. We have no responsibility or liability for these independent policies. In addition, when you purchase products or services on or through the Site, you may be subject to additional terms and conditions that specifically apply to your purchase or use of such products or services. For more information regarding a merchant, its online store, its privacy policies, and/or any additional terms and conditions that may apply, visit that merchant's website and click on its information links or contact the merchant directly. You release us and our affiliates from any damages that you incur and agree not to assert any claims against us or them, arising from your purchase or use of any products or services made available by third parties through the Site. Your participation, correspondence or business dealings with any third party found on or through our Site, regarding payment and delivery of specific goods and services, and any other terms, conditions, representations or warranties associated with such dealings, are solely between you and such third party. You agree that COMPANY shall not be responsible or liable for any loss, damage, or other matters of any sort incurred as the result of such dealings.

You agree to be financially responsible for all purchases made by you or someone acting on your behalf through the Site. You agree to use the Site and to purchase services or products through the Site for legitimate, non-commercial purposes only. You also agree not to make any purchases for speculative, false or fraudulent purposes or for the purpose of anticipating demand for a particular product or service. You agree to only purchase goods or services for yourself or for another person for whom you are legally permitted to do so. When making a purchase for a third party that requires you to submit the third party's personal information to us or a merchant, you represent that you have obtained the express consent of such third party to provide such third party's personal information.

INTERACTIVE FEATURES

This Site may include a variety of features, such as bulletin boards, web logs, chat rooms, and email services, which allow feedback to us and real-time interaction between users, and other features which allow users to communicate with others. Responsibility for what is posted on bulletin boards, web logs, chat rooms, and other public posting areas on the Site, or sent via any email services on the Site, lies with each user – you alone are responsible for the material you post or send. We do not control the messages, information or files that you or others may provide through the Site. It is a condition of your use of the Site that you do not:

Restrict or inhibit any other user from using and enjoying the Site.

Use the Site to impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity.

Interfere with or disrupt any servers or networks used to provide the Site or its features, or disobey any requirements, procedures, policies or regulations of the networks we use to provide the Site.

Use the Site to instigate or encourage others to commit illegal activities or cause injury or property damage to any person.

Gain unauthorized access to the Site, or any account, computer system, or network connected to this Site, by means such as hacking, password mining or other illicit means.

Obtain or attempt to obtain any materials or information through any means not intentionally made available through this Site.

Use the Site to post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law.

Use the Site to post or transmit any information, software or other material that violates or infringes upon the rights of others, including material that is an invasion of privacy or publicity rights or that is protected by copyright, trademark

or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or rights holder.

Use the Site to post or transmit any information, software or other material that contains a virus or other harmful component.

Use the Site to post, transmit or in any way exploit any information, software or other material for commercial purposes, or that contains advertising.

Use the Site to advertise or solicit to anyone to buy or sell products or services, or to make donations of any kind, without our express written approval.

Gather for marketing purposes any email addresses or other personal information that has been posted by other users of the Site.

COMPANY may host message boards, chats and other public forums on its Sites. Any user failing to comply with the terms and conditions of this Agreement may be expelled from and refused continued access to, the message boards, chats or other public forums in the future. COMPANY or its designated agents may remove or alter any user-created content at any time for any reason.

Message boards, chats and other public forums are intended to serve as discussion centers for users and subscribers. Information and content posted within these public forums may be provided by COMPANY staff, COMPANY's outside contributors, or by users not connected with COMPANY, some of whom may employ anonymous user names. COMPANY expressly disclaims all responsibility and endorsement and makes no representation as to the validity of any opinion, advice, information or statement made or displayed in these forums by third parties, nor are we responsible for any errors or omissions in such postings, or for hyperlinks embedded in any messages. Under no circumstances will we, our affiliates, suppliers or agents be liable for any loss or damage caused by your reliance on information obtained through these forums. The opinions expressed in these forums are solely the opinions of the participants, and do not reflect the opinions of COMPANY or any of its subsidiaries or affiliates.

COMPANY has no obligation whatsoever to monitor any of the content or postings on the message boards, chat rooms or other public forums on the Sites. However, you acknowledge and agree that we have the absolute right to monitor the same at our sole discretion. In addition, we reserve the right to alter, edit, refuse to post or remove any postings or content, in whole or in part, for any reason and to disclose such materials and the circumstances surrounding their transmission to any third party in order to satisfy any applicable law, regulation, legal process or governmental request and to protect ourselves, our clients, sponsors, users and visitors.

REGISTRATION

To access certain features of the Site, we may ask you to provide certain demographic information including your gender, year of birth, zip code and country. In addition, if you elect to sign-up for a particular feature of the Site, such as chat rooms, web logs, or bulletin boards, you may also be asked to register

with us on the form provided and such registration may require you to provide personally identifiable information such as your name and email address. You agree to provide true, accurate, current and complete information about yourself as prompted by the Site's registration form. If we have reasonable grounds to suspect that such information is untrue, inaccurate, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof). Our use of any personally identifiable information you provide to us as part of the registration process is governed by the terms of our Privacy Policy.

PASSWORDS

To use certain features of the Site, you will need a username and password, which you will receive through the Site's registration process. You are responsible for maintaining the confidentiality of the password and account and are responsible for all activities (whether by you or by others) that occur under your password or account. You agree to notify us immediately of any unauthorized use of your password or account or any other breach of security, and to ensure that you exit from your account at the end of each session. We cannot and will not be liable for any loss or damage arising from your failure to protect your password or account information.

LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL WE, OUR SUBSIDIARY AND PARENT COMPANIES OR AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE SITE, INCLUDING ITS MATERIALS, PRODUCTS, OR SERVICES, OR THIRD-PARTY MATERIALS, PRODUCTS, OR SERVICES MADE AVAILABLE THROUGH THE SITE, EVEN IF WE ARE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. (BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, OUR LIABILITY AND THE LIABILITY OF OUR SUBSIDIARY AND PARENT COMPANIES OR AFFILIATES IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.) YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT WE ARE NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER. IF YOU ARE DISSATISFIED WITH THE SITE, ANY MATERIALS, PRODUCTS, OR SERVICES ON THE SITE, OR WITH ANY OF THE SITE'S TERMS AND CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE AND THE PRODUCTS, SERVICES AND/OR MATERIALS.

THIS SITE IS CONTINUALLY UNDER DEVELOPMENT AND COMPANY MAKES NO WARRANTY OF ANY KIND, IMPLIED OR EXPRESS, AS TO ITS ACCURACY, COMPLETENESS OR APPROPRIATENESS FOR ANY PURPOSE.

PARTICIPANT acknowledges and agrees that no representation has been made by Pat Council, Go Daddy OR ITS AFFILIATES and relied upon as to the future income, expenses, sales volume or potential profitability that may be derived from the participation in any PROGRAM.

TERMINATION

We may cancel or terminate your right to use the Site or any part of the Site at any time without notice. In the event of cancellation or termination, you are no longer authorized to access the part of the Site affected by such cancellation or termination. The restrictions imposed on you with respect to material downloaded from the Site, and the disclaimers and limitations of liabilities set forth in these Terms of Service, shall survive.

REFUND POLICY

Your purchase of a product or service or ticket to an event may or may not provide for any refund. Each specific product, service, event or course will specify its own refund policy.

OTHER

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under the U.S. copyright law. If you believe in good faith that materials hosted by COMPANY infringe your copyright, you, or your agent may send to COMPANY a notice requesting that the material be removed or access to it be blocked. Any notification by a copyright owner or a person authorized to act on its behalf that fails to comply with requirements of the DMCA shall not be considered sufficient notice and shall not be deemed to confer upon COMPANY actual knowledge of facts or circumstances from which infringing material or acts are evident. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send to COMPANY a counter-notice. All notices and counter notices must meet the then current statutory requirements imposed by the DMCA; see <https://www.loc.gov/copyright> for details. COMPANY's Copyright Agent for notice of claims of copyright infringement or counter notices can be reached as follows:
pat@designingyourlifetoday.com.

This Agreement shall be binding upon and inure to the benefit of COMPANY and our respective assigns, successors, heirs, and legal representatives. Neither this Agreement nor any rights hereunder may be assigned without the prior written consent of COMPANY. Notwithstanding the foregoing, all rights and obligations

under this Agreement may be freely assigned by COMPANY to any affiliated entity or any of its wholly owned subsidiaries.

These Terms of Use shall be governed by and construed in accordance with the laws of the State of Florida and any dispute shall be subject to binding arbitration in Florida. If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.