

PRIVACY POLICY

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS SITE.

Wendi Miller DBA Love That Amazes (the “Company”), a Missouri, United States, Sole Proprietorship, is committed to protecting the privacy of its website users. This Privacy Policy (“Privacy Policy”) is designed to help you understand what information we gather (including but not limited to the use of Cookies), how we use it, what we do to protect it, and to assist you in making informed decisions when using our Service. Unless otherwise indicated below, this Privacy Policy applies to any website that references this Privacy Policy, any Company website, as well as any data the Company may collect across partnered and unaffiliated sites.

For purposes of this Agreement, “Service” refers to the Company’s service which can be accessed via our websites at www.lovetthatamazes.com, www.shelbymusical.com, and/or www.shelbytheshepherd.com, or any available mobile applications. The terms “we,” “us,” and “our” refer to the Company. The terms “you” and “your” refer to you, as a user of the Service.

I. CONSENT

By accessing the Service and continuing to any of our websites or mobile applications, you accept our Privacy Policy, Terms and Conditions, Affiliate Disclosure, and Support Disclosure (as applicable), and you consent to our collection, storage, use, and disclosure of your Non-Personal Information and Personal Information (defined in II. Information We Collect) as described in this Privacy Policy. In addition, by using our Service, or services across partnered and unaffiliated sites, you are accepting the policies and practices described in this Privacy Policy. Each time you visit our website(s), or use the Service, and any time you voluntarily provide us with information, you agree that you are consenting to our collection, use, and disclosure of the information that you provide, and you are consenting to receive emails or otherwise be contacted, as described in this Privacy Policy. Whether or not you register or create any kind of account with us, this Privacy Policy applies to all users of the website(s) and the Service.

For users outside the United States, by accessing our Service and continuing to use our website(s) and/or mobile application(s), you agree that you have been informed that your information, both Non-Personal Information that is collected and Personal Information that is provided (as described in II. Information We Collect) is being transferred to the United States, and you consent to this transfer and our use of the information in accordance with this Privacy Policy. By accessing our Service and continuing to use our website(s) and/or mobile application(s), you also agree that you have been informed that you may disable the use of Cookies by opting out of their use and/or by adjusting the Cookies settings in your personal browser. You agree that you have also been informed that disabling Cookies may affect the functionality and experience you have while using the Service. (Additional information about Cookies is provided in II. Information We Collect.)

II. INFORMATION WE COLLECT

We may collect both “Personal Information” and “Non-Personal Information” about you. “Personal Information” includes information that can be used to personally identify you, such as your name, address, and email address. “Non-Personal Information” includes information that cannot be used to personally identify you, such as anonymous usage data, general demographic information we may collect, referring/exit pages and URLs, platform types, preferences you submit, and preferences that are generated based on the data you submit and “click” information.

Personal Information is collected when you provide it voluntarily, as follows:

Online Contact Forms: We use Contact Forms to allow you to contact us with a question, comment, or request. We use the information you provide to respond to your question, comment, or request. Your name and email address are required when using a Contact Form.

Online Email Sign-Up: We use Email Sign-Up Forms to allow you to become part of the Company email subscriber list(s) you choose upon sign-up. We use the information you provide to deliver emails to you that may include any of the following: 1) resources in the form of devotional stories or links to PDF or MP3 files, 2) links to stories, podcasts, and other resources available through the Service, 3) links allowing you to securely Give support gifts to the Company, 4) invitations to enter giveaway drawings, 5) notices of a technical nature, including but not limited to Service interruptions, 6) links to third-party websites, such as for purchasing printed copies of Wendi Miller’s books available through Amazon, 7) links to affiliated merchants, 8) links to the Service for purchasing books and/or merchandise, and/or for paying licensing and/or royalty fees, 9) other emails deemed necessary and/or beneficial to Company email subscribers. Your name and email address are required when using an Email Sign-up Form. We only send emails to users who have opted-in to receive our emails. All emails include links to Unsubscribe, Update Preferences, and Request/Remove My Data. (Because we only send emails to users who have opted-in to receive emails from the Company, and because appropriate links are provided in every email, we ask that you kindly refrain from marking any emails as SPAM, as this has unnecessary negative consequences on our email subscriber program.

Online Polls and Surveys: Sometimes we may invite you to participate in polls and surveys. You are not obligated to respond to any polls and surveys, and if you do, you have choices about the information you provide.

Online Giveaways: Sometimes we may invite you to enter giveaway drawings. You are not obligated to enter any giveaway drawings. If you choose to enter a drawing, your name and email address are required. If you are chosen as the giveaway item recipient, you will be required to provide your mailing address so the giveaway item can be mailed to you. You may decline to provide your mailing address, at which time you will forfeit receiving the giveaway item. At our discretion and without obligation, a giveaway item that is forfeited may or may not be offered to another recipient. At no time will a giveaway item be sent to an address other than that of the chosen giveaway recipient.

Personal Information is retained for varying lengths of time depending on its use and as required by law.

Non-Personal Information may be provided to us by your browser or by our mobile application when you view or use the Service, such as the website you came from (known as the “referring URL”), the type of browser you use, the device from which you connected to the Service, the time and date of access, and other information that does not personally identify you. We use this information for, among other things, the operation of the Service, to maintain the quality of the Service, to provide general statistics regarding use of the Service, and for other business purposes. We track this information using Cookies, or small text files which include an anonymous unique identifier. Cookies are sent to a user’s browser from our servers and are stored on the user’s computer hard drive. Sending a Cookie to a user’s browser enables us to collect Non-Personal Information about that user and keep a record of the user’s preferences when utilizing our services, both on an individual and aggregate basis. The Company may use both persistent and session Cookies. Persistent Cookies remain on your computer after you close your session and until you delete them or they expire, while session Cookies expire when you close your browser. If you choose to disable Cookies, some areas of the Service may not work properly. Most browsers allow you to refuse to accept Cookies and to delete Cookies. The methods for doing so vary from browser to browser, and from version to version. It is your responsibility to be aware of the Cookie settings/options on all devices you use to access the Service. The Company is not responsible and cannot be held liable if you wish to disable the use of Cookies and are unable to do so, but continue to use the Service anyway.

III. HOW WE USE AND SHARE INFORMATION

Personal Information:

In general, we do not sell, trade, rent, or otherwise share your Personal Information with third parties except as described in this Privacy Policy. We may share your Personal Information with vendors and other third-party providers who are performing services for the Company. In general, the vendors and third-party providers used by us will only collect, use, and disclose your information to the extent necessary to allow them to perform the services they provide for the Company. For example and where applicable, when you provide us with personal information to complete a transaction, verify your credit card, give a support gift, place an order through a Service website, or sign up as a Company email subscriber, you consent to our collecting and using such personal information for that specific purpose, including by transmitting such information to our vendors (and their service providers) performing these services for the Company.

Remain aware that certain third-party service providers, such as payment processors, have their own privacy policies in respect of the information that we are required to provide to them in order to use their services. For these third-party service providers, we recommend that you read their privacy policies so that you can understand the manner in which your Personal Information will be handled by such providers.

Some of the third-party service providers that Wendi Miller DBA Love That Amazes currently uses to provide the features and functionality of our Service include but are not limited to the following:

Weebly (Delaware, USA): Provides the website experience you see. <https://www.weebly.com/privacy>

MailChimp (Georgia, USA): Provides email campaign management for resource delivery as described in II. Information We Collect/Online Email Sign-Up. <https://mailchimp.com/legal/privacy/>

Share-A-Sale (Chicago, USA): Provides the affiliate marketing program capability. (Requires the use of Cookies.)

YouTube: Provides an additional platform for the distribution of the video version of all podcast episodes. <https://policies.google.com/privacy/update?hl=en>

iTunes: Provides an additional platform for the distribution of the audio version of all podcast episodes. <https://www.apple.com/legal/privacy/en-ww/>

PayPal: Provides financial transaction capabilities (payment processing) when a support gift is given online through any Company Service (www.lovetthatamazes.com, www.shelbymusical.com, www.shelbytheshepherd.com, or any Company Service mobile application) or when a purchase is made through any Service website listed above. (Electronic payments are only accepted from within the United States in US Dollars at this time. PayPal DOES NOT provide payment information to the Company when an online support gift or purchase payment is processed. Other forms of payment are only accepted in US Dollars at this time.)

This list is not exhaustive or exclusive and is subject to change at any time.

In addition, we may disclose your Personal Information if required to do so by law or if you violate our Terms and Conditions and such a violation requires that we disclose your Personal Information to a third party.

Non-Personal Information:

In general, we use Non-Personal Information to help us improve the Service and customize the user experience. We also aggregate Non-Personal Information in order to track trends and analyze use patterns of the Service. This Privacy Policy does not limit in any way our use or disclosure of Non-Personal Information and we reserve the right to use and disclose such Non-Personal Information to other third parties at our sole discretion.

IV. HOW WE PROTECT INFORMATION

We implement reasonable precautions and follow industry best practices in order to protect your Personal Information and ensure that such Personal Information is not accessed, disclosed, altered, or destroyed. However, these measures do not guarantee that your information will not be accessed, disclosed, altered, or destroyed by breach of such precautions. While we do all we can to keep our Service secure, since communications and information technology is constantly changing, and because the use of the internet has inherent risks, we cannot warrant or guarantee that information provided to us through our Service or stored in our systems or otherwise will be absolutely free from unauthorized intrusion by others, nor can we warrant or guarantee that such data may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards. We may use your data and communications if we think it is necessary for security purposes or to investigate possible fraud or violations of the law or this Privacy Policy and/or attempts to harm others. By using our Service, you acknowledge that you understand and agree to assume these risks.

V. YOUR RIGHTS REGARDING THE USE OF YOUR PERSONAL INFORMATION

You have the right at any time to prevent us from contacting you for resource distribution campaigns and for marketing purposes. When we send an email communication to a user via MailChimp, the user can opt out of further communications by following the appropriate link provided in each promotional e-mail. Please note that when you opt out of email communications, you may still be contacted for purposes of receiving updates to Service policies or other important technical or privacy-related communications.

VI. WEEBLY

The Service is hosted by Weebly, Inc. (“Weebly”), a Delaware, United States, company. Weebly provides the Company with the online e-commerce platform that allows the Company to provide the Service to you. Your information, including Personal Information, may be stored through Weebly’s servers. By using the Service, you consent to Weebly’s collection, disclosure, storage, and use of your Personal Information in accordance with Weebly’s privacy policy available at <https://www.weebly.com/privacy>.

VII. LINKS TO OTHER WEBSITES

As part of the Service, we may provide links to or compatibility with other websites or applications. However, the links are provided as a convenience and the linked websites or applications are not owned and operated by us, and we are not responsible for the privacy practices employed by those websites or the information or content they contain. This Privacy Policy applies solely to information collected by us through the Service. Therefore, this Privacy Policy does not apply to your use of a third-party website accessed by selecting a link via our Service. To the extent that you access or use the Service through or on another website or application, then the privacy policy of that other website or application will apply to your access or use of that site or application. We encourage you to read the privacy statements of other websites before proceeding to use them.

VIII. AGE OF CONSENT

The Service is intended for use by persons who are eighteen (18) years of age or older, or by persons who are between the ages of thirteen to eighteen (13-18) and who are using the site with the assistance of any accompanying parent or guardian who is eighteen (18) years of age or older. By using the Service, you represent that you meet the age requirement. If you are not eighteen (18) years of age or older, we request that you do not submit any Personal Information to us. We do not knowingly collect personal identifiable information from anyone under the age of eighteen (18). If you are a parent or guardian and you are aware that a person not meeting the age requirement has provided us with personal information, please contact us at contact@lovethatamazes.com so that we will be able to take the necessary action(s). You agree that the Company is only responsible for deleting the information provided by the person not meeting the age requirement and that no further recompense can be requested or required.

IX. CHANGES TO OUR PRIVACY POLICY

The Company reserves the right to change this Privacy Policy and our other policies at any time. If we decide to change this Privacy Policy, we will post these changes on the Service so that you are always aware of what information we collect, how we use it, and under what circumstances we disclose it. Any such modifications become effective upon your continued access to and/or use of the Service five (5) days after we first post the changes on the Service or otherwise provide you with notice of such modifications. It is your sole responsibility to check the Service from time to time to view any such changes to the terms of this Privacy Policy. If you do not agree to any changes, if and when such changes may be made to this Privacy Policy, you must cease access to the Service. If you have provided your email address to us, you give us permission to email you for the purpose of notification as described in this Privacy Policy.

X. MERGER OR ACQUISITION

In the event the Company or one of its third-party service providers undergoes a business transaction such as a merger, acquisition by another company, or sale of all or a portion of its assets, your Personal Information may be among the assets transferred. You acknowledge and consent that such transfers may occur and are permitted by this Privacy Policy, and that any acquirer of such assets may continue to process your Personal Information as set forth in this Privacy Policy. If the Company information practices change at any time in the future, we will post the policy changes here so that you may opt out of the new information practices. It is your responsibility to check this Privacy Policy periodically if you are concerned about how your information is used.

XI. EMAIL COMMUNICATIONS & OPTING OUT

We will send you Service-related announcements on occasions when it is necessary to do so. For instance, if our Service is temporarily suspended for maintenance, or a new enhancement is released, which will affect the way you use our Service, we might send you an email. Generally, you may not opt-out of these communications, which are not promotional in nature. Based upon the Personal Information that you provide us, we may communicate with you by email in response to your inquiries to provide the services you request and to manage your information as allowable by law. We may also use your Personal Information to send you updates and other promotional communications. When allowed, if you no longer wish to receive certain types of emails or you wish to update your email preferences, you may do so by following the appropriate link included in each email.

XII. CONTACT US & WITHDRAWING CONSENT

You have the right to view, correct, or delete any Personal Information we have, as allowable by law. If you have any questions regarding this Privacy Policy or the practices of this Service, or wish to withdraw your consent for the continued collection, use, or disclosure of your Personal Information, please contact us by sending an email to contact@lovethatamazes.com. If you ask that we delete or correct some or all of your Personal Information, we will retain your data if reasonably necessary to maintain compliance

with our legal obligations (including law enforcement requests), meet regularity requirements, resolve disputes, maintain security, prevent fraud and abuse, enforce our Terms and Conditions, or fulfill any other requests from you such as opting out of further messages or requesting a copy of your data.

By using the Service, you consent to your information being transferred to the necessary facilities in the United States and to those third-parties with whom we share it with as described in this Privacy Policy, whether you are within or outside the United States.

This policy supersedes all prior oral or written agreements and understandings relating to the subject matter of The Site, its information, its resources, and its previous Privacy Policy. However, NO policy will be superseded by any spelling and/or grammatical errors that result in an unintentional change in any policy term or policy, whether in whole or in part.

This Privacy Policy was last updated on April 18, 2019.