

Privacy Policy

Effective Date: 01/01/2024

The website www.brookedunwell.com (our “Website”) is owned by Carbon Three Inc/Brooke Dunwell. At Carbon Three Inc (“Carbon 3 Recruiting & Brooke Dunwell”, “we,” “us,” or “our”), we care about your privacy and how we collect, use, or share the information you provide to us. We are committed to protecting your privacy and personal information through our compliance to this Privacy Policy.

By visiting our Website, you agree that any information that you contribute or provide to us is subject to this Privacy Policy. As a visitor or user of this Website, you agree to all terms contained in this Privacy Policy and the accompanying Terms of Use.

This policy details your right to choose some of the ways we collect, use, and disclose your data. Through your use of our Website, you may be asked to indicate your choice to opt out of receiving “cookies” or unsubscribe to our mailing list.

This policy applies to any information collected on this Website and information you provide to us offline, including, but not limited to, information you provide via phone and email.

If you have any questions about this Privacy Policy, please contact us at contact@brookedunwell.com.

Children’s Online Privacy Protection Act (COPPA)

You must be 18 years old or older and have the requisite mental capacity to agree to this Privacy Policy to gain access to our Website. In compliance with COPPA (Children’s Online Privacy Protection Act.), this Website is not for use by those under the age of 13 or those under the age of 18 without parental consent. We do not knowingly collect personal information from children under the age of 13, nor do we specifically market to children under the age of 13.

The Children’s Online Privacy Protection Act (COPPA), enforced by the Federal Trade Commission, sets forth requirements of websites and online services to protect

children's safety and privacy. If you are under the age of 13, do not send us any personal information. We encourage parents to continually monitor their children's internet usage. If we learn that we have unknowingly collected or received personal information from a minor under the age of 13, we will delete this information, and/or attempt to obtain parental consent. If you have any reason to believe we may have unknowingly collected data from a minor under the age of 13, please let us know by contacting us at contact@brookedunwell.com.

What Data We Collect

When you visit our Website, join our email list, contact us through our Website, interact with us on social media, and make purchases on our Website, we collect different types of information from you.

This may include the collection of personal data by which you may be identified personally like your name, email address, telephone number, postal address, demographic information (age, gender, education level etc.), and any other identifying information.

Data collected may also include financial data that is transmitted when you order, purchase, exchange, or return a product or service from our Website or any mobile apps. This data may include credit card or bank details related to your payment method, which is transferred to our third-party payment processors PayPal, Stripe, Venmo, ACH Banking. You should review the privacy policies of these third-party payment processors.

We may also collect derivative data when you visit and use our Website including your IP address, the date and time of your visit, your country of origin, and the type of browser you used. Furthermore, if you access our Website via a mobile device or app, we may collect information from your device such as location information, model and manufacturer, and device ID.

Through social networking websites and apps, like Facebook, Twitter, Instagram, and other social networking sites, we may access publicly available information such as your name, account username, profile photo, email address, age, location, gender, and any other publicly displayed information. You may limit this access by changing your privacy settings on each social networking site.

If you provide us with additional information to participate in a survey or giveaway, that information will also be subject to the terms of this policy.

How and Why We Collect Data

Through your consent, we collect information that you provide to us. For example, if you join our email list through opting in for a free resource or otherwise subscribing, based on your consent to receive direct marketing materials, all emails you receive from us will state the sender of the email clearly and give you instructions on how to unsubscribe from our email list or contact us with any questions or concerns to ensure compliance with the CAN-SPAM Act. Our legal basis for collecting this information is your consent.

We may also collect or send standard “cookies” to identify your browser or device information from time to time and collect information through Automatic Data Collection Technology. We may use session cookies that expire when you close your browser and persistent cookies that remain on your computer until you delete them. You can accept or decline cookies in your web browser settings. No personal identifiable information will be included in cookies and, other than the methods described above, we will not use any other mechanisms to capture data on our website. Our legal basis for collecting this information is our legitimate interests in monitoring and improving our website, business operations, marketing efforts, and proper protection of our business against risks.

To obtain statistical data and provide you with relevant information, we may also collect data on the way you use our website including your browsing activity, browsing patterns, IP address, device information, internet connection, and other actions via Google Analytics and Facebook Pixels. We may also receive personal data from other third-parties like Google, PayPal, and other third-party payment processing companies. We use these technologies in compliance with all policies of the third-party providers. Our legal basis for collecting this information is our legitimate interests in monitoring and improving our website, business operations, marketing efforts, and proper protection of our business against risks.

The personal data we collect is used to create and administer your account, generate a personalized profile for you, compile statistics on site use, analyze trends, correspond with you, interact on social media with you, deliver targeted advertising, process payment, refunds, deliver any goods or services you purchased, communicate new

products and services we think you might be interested in, updated you on products and services, request feedback from you, resolve and troubleshoot disputes and problems, prevent fraudulent use of our website, and assist law enforcement when necessary. Our legal basis for collecting this information is our legitimate interests in monitoring and improving our website, business operations, marketing efforts, and proper protection of our business against risks.

User Submissions.

1. The Website may now or in the future permit the submission of photographs or other communications submitted by you and other users (“**User Submissions**”) and the hosting, sharing, and/or publishing of such User Submissions. You understand that whether or not such User Submissions are published, Carbon Three Inc/Brooke Dunwell does not guarantee any confidentiality with respect to any submissions.
2. You shall be solely responsible for your own User Submissions and the consequences of posting or publishing them. In connection with User Submissions, you affirm, represent, and/or warrant that: (i) you own or have the necessary licenses, rights, consents, and permissions to use and authorize Carbon Three Inc/Brooke Dunwell to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by the Website and these Terms and Conditions of Use; and (ii) you have the written consent, release, and/or permission of each and every identifiable individual person in the User Submission to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the User Submissions in the manner contemplated by the Website and these Terms and Conditions of Use. For clarity, you retain all of your ownership rights in your User Submissions. However, by submitting the User Submissions to the Website, you hereby grant Carbon Three Inc/Brooke Dunwell a worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, make, have made, sell, lease, rent, copy, reproduce, distribute, and prepare derivative works of, display, and publicly perform the User Submissions in connection with the Website and Carbon Three Inc/Brooke Dunwell’s (and its successor’s) business, including without limitation for promoting and redistributing part or all of the Website (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the Website a non-exclusive license to access your User Submissions through the Website, and to use, reproduce, distribute, prepare derivative works of, display and perform such User Submissions as permitted through the functionality of the Website and under these Terms and Conditions of Use. The foregoing license granted by you

terminates once you remove or delete a User Submission from the Website by contacting contact@brookedunwell.com and instructing that a particular User Submission is to be removed or deleted.

3. In connection with User Submissions, you further agree that you will not:
 - (i) submit material that is subject to protection under the copyright laws of the United States or any foreign country, protected by trade secret, or otherwise subject to third-party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant Carbon Three Inc/Brooke Dunwell all of the license rights granted herein;
 - (ii) publish falsehoods or misrepresentations that could damage Carbon Three Inc/Brooke Dunwell or any third party;
 - (iii) submit material that is unlawful, defamatory, libelous, threatening, harassing, hateful, sexually explicit, or racially or ethnically offensive, or that encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or otherwise be inappropriate;
 - (iv) post advertisements or solicitations of business; or
 - (v) impersonate another person.Carbon Three Inc/Brooke Dunwell does not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and Carbon Three Inc/Brooke Dunwell expressly disclaims any and all liability in connection with User Submissions. Carbon Three Inc/Brooke Dunwell does not permit copyright infringing activities and infringement of intellectual property rights on its Website, and Carbon Three Inc/Brooke Dunwell will remove all Content and User Submissions if properly notified that such Content or User Submission infringes on another's intellectual property rights pursuant to Section 8D below. Carbon Three Inc/Brooke Dunwell reserves the right to remove Content and User Submissions without prior notice. Carbon Three Inc/Brooke Dunwell will also terminate a User's access to its Website, if they are determined to be a repeat infringer. Carbon Three Inc/Brooke Dunwell will not be obligated to refund any unused portion of a listing, membership or subscription fee if an account is terminated for repeat copyright infringement. A repeat infringer is a User who has been notified of infringing activity more than twice and/or has had a User Submission removed from the Website more than twice. Carbon Three Inc/Brooke Dunwell also reserves the right to decide whether Content or a User Submission is appropriate and complies with these Terms and Conditions of Use for violations other than copyright infringement and violations of intellectual property law, including, but not limited to, whether a User Submission is defamatory, excessively long, or otherwise violates these Terms and Conditions of Use. Carbon Three Inc/Brooke Dunwell may remove such User Submissions and/or terminate a User's access for uploading such material in violation of these Terms

and Conditions of Use at any time, without prior notice and at its sole discretion.

4. In particular, if you are a copyright owner or an agent thereof and believe that any User Submission or other content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (“**DMCA**”) by providing our Copyright Agent with the following information in writing (see 17 U.S.C. 512(c)(3) for further detail):
 1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
 2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
 3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
 4. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
 5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
 6. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
5. Carbon Three Inc/Brooke Dunwell’s designated Copyright Agent to receive notifications of claimed infringement is: e-mail: Carbon Three Inc/Brooke Dunwell@nataliehodson.com.
6. You understand that when using the Website, you will be exposed to User Submissions from a variety of sources, and that Carbon Three Inc/Brooke Dunwell is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions. You further understand and acknowledge that you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Carbon Three Inc/Brooke Dunwell with respect thereto, and agree to indemnify and hold Carbon Three Inc/Brooke Dunwell its Owners/Operators, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the Website.

Unsolicited Idea Submission Policy. Please do not send unsolicited ideas to Carbon Three Inc/Brooke Dunwell including but not limited to ideas for advertising campaigns, promotions, products, product improvements, processes, materials, marketing plans, or product names. Neither Carbon Three Inc/Brooke Dunwell nor any of its employees accept or consider unsolicited ideas. This policy is intended to avoid misunderstandings or disputes when Carbon Three Inc/Brooke Dunwell's products, services, or marketing strategies seem similar to unsolicited ideas that were submitted to Carbon Three Inc/Brooke Dunwell.

If, despite our request that you not send us your ideas, you still send them, then regardless of what your submission states, the following terms shall apply to your submission: (1) you agree that your ideas will automatically become the property of Carbon Three Inc/Brooke Dunwell without compensation to you, and (2) you agree that Carbon Three Inc/Brooke Dunwell can use the ideas for any purpose and in any way – even give them to others – without compensation or acknowledgement to you. You accordingly hereby assign and agree to assign such to Carbon Three Inc/Brooke Dunwell and you waive your moral rights to attribution and integrity as to any such unsolicited ideas.

When we wish to solicit your feedback on our services and products, we will do so through a dedicated portion of our Website or through another dedicated communication channel or process.

How Long Your Data Will Be Stored

We use reasonable measures to ensure that your information remains confidential. Personal information is stored through a data management system. For as long as you choose to remain on our email list, we will retain a minimum amount of personal information including your name, email address, and your behavior on our Website. Any additional personal information will be retained as long as necessary to fulfill legal obligations, resolve disputes, or as reasonably determined.

Information Protection and Security

We use commercially reasonable methods to safeguard the personal data you provide to us and the personal data we collect automatically. We use reasonable online security measures and reputable third-party vendors that are compliant with generally accepted security and safety measures including a Secure Sockets Layer (SSL) on our website to

help secure information. Please note that we cannot guarantee that all information transferred will be secure and, if we become aware of a data breach, we will notify the necessary parties in a timely manner of all the information we have.

By using our website, you agree that, should your information be intercepted in this way without our knowledge, consent, or permission, you will hold harmless Carbon Three Inc/Brooke Dunwell, including a release of any and all claims related to use of such information by such an unauthorized party.

Due to the nature of our business and information collection activities, we have determined that we do not process sensitive data on a large scale, nor do our core activities involve processing operations that require regular or systematic monitoring of data subjects. For these reasons, we have concluded it is not necessary to appoint a Data Protection Officer.

Providing Your Personal Data to Others

For very limited purposes, like legal assistance, accounting, or technical support, we may we share your confidential information with necessary third parties and any parties who access your information will keep your information confidential. To the best of our ability, we will not share your personal data with any unnecessary parties. If, in good faith, we determine that disclosure of your information is necessary to protect the rights of our business or comply with the law, prevent or mitigate a crime, or protect the rights or safety of our other website users, we may do so. We may also disclose necessary information in the event of a sale of Carbon Three Inc/Brooke Dunwell.

Third-Party Sharing

We are not responsible for the policies or information handling of third-party websites or third-party apps.

Your Rights

Pursuant to this policy and applicable laws, you have certain rights when it comes to controlling and protecting your private data:

You have a right to request that your information be deleted and no longer retained. Upon your request, we will remove your information from our database.

You have a right to “unsubscribe” by hitting the “unsubscribe” button at the bottom of any email we send you at any time.

You may also contact us to request access to information that Carbon Three Inc/Brooke Dunwell. retains about you be updated, edited, or deleted from our database at any time.

You have the right to contact us about information on how your data is collected, stored, or used, and request a copy of the data we have.

You may also contact us to restrict how we process your data in certain circumstances.

You have the right to be forgotten, which means you can withdraw your consent to give us your personal information by clicking the “unsubscribe” button at the end of any email you receive from us.

You may contact us at:

Brooke Dunwell

contact@brookedunwell.com

212 N Alice Ave, Rochester Hills, MI 48307

CAN SPAM Act

In compliance with CANSPAM, we agree to allow users to unsubscribe using a link provided at the bottom of every email, honor opt-out requests, monitor compliance of third-party email services, not use false or misleading email addresses or email subjects, identify advertisements in a reasonable manner, and provide the physical address of our business.

California Online Privacy Protection Act (CalOPPA)

Pursuant to CalOPPA, we agree that users can visit our site anonymously and we will add a link to this privacy policy on our home page or the first significant page after entering our website. Any changes to this Privacy Policy will be published on our privacy policy page.

If you are a California resident, once a year and free of charge, you have the right to obtain from us: information about what data we disclose to third-party marketers, and the names and addresses of each third-party we disclose your personal data to.

If you are a California resident under the age of 18, you have the right to request that we remove any data that you publicly post on our Website. Note that we may not be able to completely remove that data from our systems.

You may use the contact information listed above to make such requests.

GDPR Compliance and Privacy Shield Notice

To comply with the European Union's General Data Protection Regulation ("GDPR"), we confirm that we have lawful grounds for processing the information we collect from you and a legitimate interest to respond to user inquiries. At any time, you may request that your information be deleted or edited. No sensitive personal data is collected. To the best of our ability, we have researched and concluded that all third-party data processors we use have advised us they are compliant with the General Data Protection Regulations as well.

Our Website is hosted by servers located in the United States. Appropriate safeguards, namely the EU-US Privacy Shield, protect the transfer of data internationally from individuals residing in the European Union to our servers in the United States. If you reside in the EU, we collect and transfer your personal data to the U.S. only with your consent, to perform a contract with you, or to fulfill a compelling legitimate interest of Carbon Three Inc/Brooke Dunwell.. Whenever appropriate and feasible, we enter into model clauses and data processing agreements with vendors to protect your privacy.

Legal Basis for Storage of Data Collected under GDPR

Art. 6(1) lit. (a) of the GDPR serves as the legal basis for processing data for which we have obtained your consent to process.

Art. 6(1) lit. (b) of the GDPR serves as the legal basis for processing your personal data when it is necessary to fulfill a contract or a contract-like relationship with you.

Art. 6(1) lit. (c) of the GDPR serves as the legal basis for processing your personal data to fulfill a legal obligation.

Art. 6(1) lit. (f) of the GDPR serves as the legal basis for processing your personal data when it is necessary to safeguard our or a third-party's legitimate business interests, or your fundamental rights, freedoms, or interests that do not require the protection of your personal data.

Third Party Links Are Not Covered by This Policy

If we provide links to third-party websites, please note that any information collected on those websites is not covered by this Privacy Policy. If you click on a link and access another website, this Privacy Policy does not attach. By using our Website, you acknowledge and agree that we are not responsible for the policies or practices of any third-parties. You should review of the privacy policies of each individual website you visit.

1. The Website may contain links to third-party websites that are not owned or controlled by Carbon Three Inc/Brooke Dunwell. Carbon Three Inc/Brooke Dunwell has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites. In addition, Carbon Three Inc/Brooke Dunwell will not and cannot censor or edit the content of any third-party site. By using the Website, you expressly relieve Carbon Three Inc/Brooke Dunwell from any and all liability arising from your use of any third-party website. Accordingly, we encourage you to be aware when you leave the Website and to read the terms and conditions and privacy policy of each other website that you visit. YOU MAY BE ASKED TO ENTER INTO CONTRACTS WITH THOSE THIRD-PARTY SITES OR THEIR OWNERS OR OPERATORS BY VIRTUE OF YOUR CLICKING ON A LINK ON THIS WEBSITE AND BEING TRANSPORTED TO THE EXTERNAL THIRD-PARTY SITE(S). YOU UNDERSTAND AND ACCEPT THE RISK OF PERHAPS BEING REQUIRED TO ENTER INTO SUCH THIRD-PARTY CONTRACTS AS A

CONDITION OF YOUR RECEIVING THE SERVICES OFFERED BY THIS WEBSITE AND THE LINKED THIRD-PARTY SITES AND THAT Carbon Three Inc/Brooke Dunwell IS NOT RESPONSIBLE FOR YOUR ACTIONS OR INACTIONS IN CONNECTION WITH ANY THIRD-PARTY SITE.

2. To view or access all the features of the Website, your web browser may require additional third-party software, also known as plug-ins, add-ons, extensions, etc. Carbon Three Inc/Brooke Dunwell makes no warranties that this third-party software will be compatible with your computer and specifically disclaims any liability for direct or consequential damages that arise when you download, install, or use third-party software to access the content or features of the Website.
3. You may not obtain a username and password and thereafter access or use, or allow your agent to access or use, the Services or Website if You are our direct competitor, except with our prior written consent, and only authorized persons may obtain or utilize issued usernames or passwords. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

Jurisdiction and Applicable Law

The servers and parties that make this Website available are located within the United States. Any matters relating to the Website will be governed by the laws of the United States and the State of Michigan, as well as the General Data Protection Regulation (GDPR), as it applies to residents of the European Union.

Updates and Changes to Privacy Policy

The terms of this Privacy Policy may change from time to time. Please refer back to this policy regularly. By accessing and using this Website, you agree to any such changes we make to this Privacy Policy.

Contact Information

Please read and review this Privacy Policy carefully. If you have any questions about this policy, your rights herein, or would like to review, update, or delete your information from our database, please contact us at:

(contact@brookedunwell.com)

(212 N Alice Ave, Rochester, MI 48307)