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- Using this website to transmit, send or deliver unsolicited communications or for other marketing or advertising purposes
- Systematically or automatically collecting data from this website
- Sharing private and proprietary information from online courses with anyone else

BAHC may, without notice, refuse access to its website, in whole or part, to any person that fails to comply with these Terms.

4. General Terms

These Terms shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to its conflict of laws. The nearest state and federal court to Fort

Walton Beach, FL shall have exclusive jurisdiction over any case or controversy arising from or relating to this website, including but not limited to the Privacy Policy or these Terms. By using this website, you hereby submit to the exclusive jurisdiction and venue of these courts and consent irrevocably to personal jurisdiction in such courts and waive any defense of forum non conveniens.

If any provision of these Terms is held invalid or unenforceable, the remainder of these Terms will remain in full force and the invalid or unenforceable provision will be replaced by a valid or enforceable provision. The prevailing party in any dispute between the parties arising out of or related to these Terms, whether resolved by negotiation, mediation, or litigation, shall be entitled to recover its attorneys' fees and costs from the other party.

This is the entire agreement of the parties and reflects a complete understanding of the parties with respect to the subject matter. This agreement supersedes all prior written and oral representations.

BAHC may change, modify or update these Terms at any time without notice. Any access or use of this website by you after BAHC posts such changes shall constitute consent of such modifications. If you have any questions or concerns about these Terms, contact admin@beautyartistryhealth.com.

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BAHC does not have relationships that might present a conflict of interest or influence the content of this website.

Website Privacy Policy

Your privacy is important to BAHC. Please read this privacy notice carefully as it contains important information on who we are, how and why we collect, store, use, and share personal information, your rights in relation to your personal information and on how to contact us and supervisory authorities in the event you have a complaint.

By using our website [www.beautyartistryhealth.com], you signify your consent to the terms of our Privacy Policy. If you do not agree with any terms of this Privacy Policy, please do not use this site or submit any personal information to us.

1. **Who We Are**

BAHC, operating at www.beautyartistryhealth.com, collects, uses and is responsible for certain personal information about you.

2. **Children's Online Privacy Protection Act**

This website and any products and services offered herein are not intended for persons under the age of 13. BAHC does not knowingly collect information from anyone under 13 years of age. BAHC prohibits children under the age of 13 from using all interactive portions of this website, including leaving any comments, filling out forms, or otherwise submitting information. BAHC will not knowingly collect personally identifiable information from children under 13. If BAHC learns it has any information or content from anyone under the age of 13, it will delete that information.

3. **The Personal Information We Collect and Use**

a. ***Information Collected by Us***

BAHC may collect, use, and is responsible for certain personal information that you provide when you voluntarily sign up for e-mails or free gifts, register for a class or presentation, leave comments, order a service or product, fill out any type of form, access private membership pages, or otherwise contact BAHC via an online form or e-mail. The information collected may include your name, e-mail, address, phone number, and/or billing information. You are not required to provide any personally identifiable information to merely access or visit this website.

If you are located in the European Economic Area ("EEA"), we are regulated under the General Data Protection Regulation which applies across the European Union and we are responsible as controller of that personal information for the purposes of those laws.

If you are located in the United Kingdom ("UK"), we are regulated under UK data regulations known as "UK GDPR."

b. ***Information Collected from Other Sources***

We also obtain your name and email address from Healthie, our HIPPA-compliant electronic health records partner, if you schedule a patient service.

c. ***How we use your personal information***

BAHC collects such information in order to send e-mails, fulfill orders, deliver services and products, complete customer transactions, oversee contests and promotions and improve website performance and customer service.

d. ***Who We Share Your Personal Information With***

BAHC respects your privacy and will never sell, trade or transfer your personally identifiable information to third parties (beyond what is necessary for fulfilling a customer transaction or for the basic functionality of an online service) without your consent.

We do, however, share your name and e-mail address with Flodesk and payment information with Stripe and Paypal. This data sharing enables us to send newsletters and process payments for service. Those third-party recipients are based outside the European Economic Area or the UK — for further information including on how we safeguard your personal data when this occurs, see Transfer of your information out of the EEA, UK below.

BAHC may release personal information to enforce its Website Terms and Conditions of Use, other Terms and Conditions, manage its business, protect users or the general public, or to otherwise comply with legal obligations.

If you give BAHC your permission, it may also use personal identification information for internal or external marketing and promotional purposes.

On occasion, BAHC may collect personal identification information from you in connection with optional contests, special offers or promotions. BAHC will share such information with necessary third parties for the purpose of carrying out the contest, special offer or promotion. We will ask for your consent to such disclosure and use of such information, prior to your participation in the contest, special offer or promotion.

We reserve the right to transfer personal information in the event that we merge with or are acquired by a third party. We also may disclose your personal information for any other purpose permitted by law or to which you consent.

We will not share your personal information with any other third party.

e. *Whether Information Has to Be Provided by You and Why*

The provision of personal data (e.g., name, e-mail address, etc.) is required from you to enable us to send you newsletters, schedule an appointment for service, or process payment for service. We do not require you to provide any personal data in order to access the public areas of our website. We will inform you when we collect it whether you are required to provide the information to us.

f. *How Long Your Personal Information Will Be Kept*

We will hold all non-client personal data until you let us know you would like for us to delete it or unsubscribe from our marketing contacts, which you are free to do at any time. We will hold all client and customer personal data in our files for six years, or until you are no longer a client or customer, whichever occurs last.

g. *Reasons We Can Collect and Use Your Personal Information*

BAHC collects and uses your personal information to send e-mails, fulfill orders, deliver services and products, complete customer transactions, oversee contests and promotions and improve customer service.

4. Use and Transfer of Your Information Out of the EEA, UK

This website is operated in the United States and third parties with whom we might share your personal information as explained above are also located in the United States. If you are located in the EEA, the UK, or elsewhere outside of the United States, please be aware that **any information you provide will be transferred to the United States**. By using this website, participating in any of its services and/or providing your information, you consent to this transfer.

These countries do not have the same data protection laws as the EEA or UK. While the European Commission has not given a formal decision that the United States provides an adequate level of data protection similar to those which apply in the EEA, any transfer of your personal information will be subject to the derogation in Article 49 permitting non-repetitive transfers that concern only a limited number of data subjects, as permitted by Article 49 of the General Data Protection Regulation that is designed to help safeguard your privacy rights and give you remedies in the unlikely event of a misuse of your personal information.

If you would like further information, see "How to contact us" below. We will not otherwise transfer your personal data outside of the EEA or UK, or to any organization (or subordinate bodies) governed by public international law or which is set up under any agreement between two or more countries.

5. Your Rights

If you want to unsubscribe from receiving e-mails from BAHC, you may do so at any time. Each e-mail from BAHC includes instructions for unsubscribing from these e-mail communications. If you are covered by the General Data Protection Regulation, or other relevant privacy regulations, you have a number of important rights free of charge. In summary, those include rights to:

- Fair processing of information and transparency over how we use your personal information
- Access to your personal information and to certain other supplementary information that this Privacy Notice is already designed to address
- Require us to correct any mistakes in your information which we hold
- Require the erasure of personal information concerning you in certain situations
- Receive the personal information concerning you which you have provided to us, in a structured, commonly used and machine-readable format and have the right to transmit those data to a third party in certain situations
- Object at any time to processing of personal information concerning you for direct marketing
- Object to decisions being taken by automated means which produce legal effects concerning you or similarly significantly affect you
- Object in certain other situations to our continued processing of your personal information
- Otherwise restrict our processing of your personal information in certain circumstances

You may also have the right to claim compensation for damages caused by our breach of any data protection laws. For further information on each of those rights, including the circumstances in which they apply, visit www.gdpr.eu; <https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/>; or <https://www.priv.gc.ca/en>.

If you would like to exercise any of those rights, please:

- Email, call, or write to us
- Provide us enough information to identify you (first and last name, e-mail address)
- Provide us proof of your identity and address (a copy of your driver's license or passport and a recent utility or credit card bill)
- Provide us with the information to which your request relates

6. Keeping Your Personal Information Secure

We have appropriate security measures in place to prevent personal information from being accidentally lost, used or accessed in an unauthorized way. We limit access to your personal information to those who have a genuine business need to know it. Those processing your information will do so only in an authorized manner and may be subject to a duty of confidentiality.

We also have procedures in place to deal with any suspected data security breach. We will notify you and any applicable authorities of a suspected data security breach where we are legally required to do so.

It is important to understand that no security measures are absolute. We cannot guarantee the safety of any information you provide to us.

Please note that any comments or information that you post on the Website and social media pages or groups, become public and third parties may use your information. BAHC is not responsible for any unauthorized uses by third parties in such context. You disclose such information at your own risk.

7. Links to Other Sites

You may see content on this website that links to the sites and services of our partners, suppliers, sponsors, licensors or other third parties. Any products or services reached through a third-party link are subject to separate privacy policies. BAHC is not responsible for or liable for any content on or actions taken by such third-party websites.

8. How to Complain

We hope that we can resolve any question or concern you raise about our use of your information. If you are covered by the General Data Protection Regulation or UK GDPR, you may lodge a complaint with a supervisory authority, in particular in the UK or European Union (or European Economic Area) state where you work, normally live, or where any alleged infringement of data protection laws occurred.

9. Changes to This Privacy Notice

This policy is effective as of May 1, 2025. We may change, modify or update this Privacy Policy at any time and will notify you of any fundamental changes by email or postal mail. Otherwise, we will reflect any such modifications to this Privacy Policy on our website. We suggest that you periodically consult this Privacy Policy. Your continued use of our website after any such changes constitutes your acceptance of this Privacy Policy, as revised.

10. How to Contact Us

If you have any questions or concerns about the Website Policies, please contact Beauty Artistry Health Chiropractic, PLLC by email at admin@beautyartistryhealth.com or by mail at 1992 Lewis Turner Blvd, Suite 1067 #372, Fort Walton Beach, FL 32547.

11. Do You Need Extra Help?

If you would like this notice in another format (for example: audio, large print, braille) please contact us (see "How to contact us" above).

Policies Last Updated May 6, 2025.