



## KYÄNI INTERNET PRIVACY POLICY

[\[For Kyäni's EU-Swiss Privacy Shield Notice, please click here\]](#)

Kyäni, Inc. and its affiliated companies (collectively Kyäni) are committed to protecting the privacy of our Distributors and Customers, and is committed to protecting the privacy of our Distributors and Customers who transact business with Kyäni through [www.Kyäni.net](http://www.Kyäni.net) (the Web Site). The terms of this Privacy Policy govern the collection, use, protection and disclosure where appropriate of information gathered by Kyäni. By using the Kyäni Web Site, you specifically and irrevocably consent to the terms and conditions of this Privacy Policy.

Except as set forth herein, Kyäni will never disclose any Personal Information collected from its Distributors or Customers. All transactions which occur over the internet with Kyäni (web based transactions) involving Personal Information are completed using a Secure Sockets Layer (SSL) protocol, which means that all information sent to the website is secure and is protected from unwanted disclosure to third parties.

This policy applies only to the Kyäni Web Site, and not to any other third party site where Distributors or Customers may have entered the Kyäni Web Site from, or been linked from the Kyäni Web Site to.

Information gathered online is classified as either General Information or Personal Information. General Information is information that refers to overall web site usage, such as the total number of visitors to the site, length of stay of the visitors, etc. Personal Information is classified as information that in individual provides that includes information not generally available to the public such as name, address, e-mail address, home or cell telephone numbers, and credit or debit card information.

Kyäni may use various methods to collect, assemble and interpret data from the General Information to analyze and improve Web Site performance and the online experience of our Distributors and Customers. Kyäni reserves the right to utilize the General Information, and at times to share General Information with any third parties in its sole discretion.

When you purchase a product or a service you will be asked to provide certain Personal Information. We may use that information in order to provide that product or service to you, and to also let you know of additional or new products and services which may be of interest to you. Only authorized Kyäni personnel who must have access to your Personal Information to process and fulfill your order, or to provide customer service to you, will have access to your Personal Information. Such access will also be limited to only those items of information as are reasonably necessary to carry out such task or service.

By utilizing the Web Site you acknowledged and agree that Kyäni may collect and use General Information and Personal Information in according with the terms and conditions of this Policy. Unless you

have granted your consent, or unless required by applicable law to do so, Kyäni will not disclose your Personal Information to any third party.

Kyäni does not sell products or services to individuals under legal age. If you are under the age of 18, you should not use the Web Site without a parent or guardian's consent. Pursuant to the Children's Online Privacy Protection Act of 1998 ("COPPA") Kyäni does not

- (1) Request or knowingly collect Personal Information from persons under 13 years of age ("Children");
- (2) Knowingly use or share Personal Information from persons under 13 years of age with third parties
- (3) Give Children the ability to publicly post or otherwise distribute Personal Information; and
- (4) Entice Children with the prospect of a special game, prize or other activity to divulge Personal Information.

Kyäni reserves the right to void any transaction entered into by anyone using the Kyäni Web Site who is under the age of 18 years of age.

Kyäni makes no warranty, either express or implied, regarding the sufficiency of this Policy in preventing the improper or unwanted disclosure of Personal Information. Kyäni shall not be responsible for any actual or consequential damages that result from a breach of this Policy, any unauthorized breach of the Kyäni Web Site server by an unauthorized party, or from any software error or malfunction. To assist Kyäni in protecting your information, it is critical that you do not share your login or password with any other individual or entity.

Kyäni is committed to protecting your privacy, and any Personal Information that is submitted to this Site will be collected, processed, stored, disclosed and disposed of in accordance with applicable U.S. law. If you are a non-U.S. user, you acknowledge and agree that we may collect and use your Personal Information and disclose it to other entities as authorized herein. At times such information may be stored on servers or disclosed to individuals or entities that are outside the jurisdiction where you reside. Disclosure may take place outside the jurisdiction where you reside. The use of the Web Site and the General Information and Personal Information shall be governed exclusively by United States law, regardless of your location. By using the Web Site and agreeing to the terms and conditions of this Policy, you acknowledge that you have read this Policy, understand it, agree to its terms and conditions and consent to the transfer of such Information outside your resident jurisdiction. If you do not consent to the terms of this Policy, do not use this Site.

In the event the Kyäni Web Site provides a link to any third party web site, the privacy terms and conditions of that site shall govern. Kyäni makes no guarantee, warranty or representation as to the collection, use or dissemination of your information from any third party site, and expressly disclaims any liability for any such collection, use or disclosure.

Kyäni reserves the right to amend this Policy from time to time in its sole discretion. All updates to the Policy shall be posted to the Website and the Kyäni Back Office upon issuance. The effective date of the current version of this Policy is March 6, 2015.

## **Kyäni Privacy Shield Notice**

Last Updated: May 11, 2018

### **Kyäni's Privacy Shield Privacy Notice**

Privacy Shield certification requires Kyäni, Inc. and its Affiliates<sup>1</sup> (“Kyäni,” “we,” or “us”) to collect, use, transfer, retain and otherwise process the Personal Data<sup>2</sup> of EEA and Swiss individuals (“Covered Persons”—and if you are a Covered Person, “you”) in compliance with the principles of the Privacy Shield Frameworks.

Kyäni complies with the EU-US Privacy Shield Framework and the Swiss-US Privacy Shield Framework as set forth by the US Department of Commerce regarding the collection, use, and retention of personal information from European Union member countries and Switzerland transferred to the United States pursuant to Privacy Shield. Kyäni has certified that it adheres to the Privacy Shield Principles with respect to such data. If there is any conflict between the policies in this privacy policy and data subject rights under the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, and to view our certification page, please visit <https://www.privacyshield.gov/>

### **Privacy Shield Privacy Principles**

#### *Notice*

When we directly collect any Personal Data from Covered Persons, we notify them about the purposes for which we collect and use Personal Data, the types of third parties to which we disclose the information, the choices they have for limiting the use and disclosure of their information, and how to contact us about our practices concerning Personal Data.

When we receive Personal Data from our Affiliates, service providers, or others in the EEA or Switzerland rather than collecting it directly, we will use and disclose such information in accordance with the notices provided by such entities and the choices made by the individuals to whom such Personal Data relates.

#### *Purpose of Collection and Use of Personal Data*

Kyäni collects, uses, transfers, retains and otherwise processes Personal Data for the purposes of providing products and services to Covered Persons and/or to our Business Partners, to comply with our legal and other record-keeping obligations, for digital marketing, and for other purposes permitted by law.

**We generally do not collect sensitive Personal Data of vendors, service providers, customers, or Business Partners, such as information about medical or health conditions, racial or ethnic origin,**

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<sup>1</sup> Kyäni's U.S.-based Affiliates include Kyani Caring Hands, Inc.; Kyani Caring Hands Trust; Kyani Global LLC; Ky-Sun, Inc.; Kyani Canada Holdings, Inc

<sup>2</sup> “Personal Data” has the meaning set forth in the Privacy Shield.

**political opinions, religious or philosophical beliefs, trade union membership or other sensitive information as defined by the Privacy Shield Frameworks.**

**The only exception is that we at times may obtain access to sensitive Personal Data related to employees of one or more EU affiliates who are located in the EU. We do not solicit or actively collect the information and always obtain it due to the voluntary act of the EU employee. When we obtain such information, we use it and maintain it only as necessary to fulfill our obligations as employer and in accordance with the standards and requirements of the Privacy Shield Frameworks.**

We receive and store any information entered on our web site or given to us in any other way. Most commonly, the information we receive and store is not optional because it is required in order to effectively and/or legally provide Covered Persons or their affiliates or associates with access to our products, services and business opportunity. In some cases Covered Persons can choose not to provide certain information, in which case the information is noted as optional, but doing so may reduce the number or the quality of the products and/or services we are able to provide. We use the information that we receive to respond to requests, help Business Partners (as defined in the Kyäni Global Compensation Plan) run their Kyäni businesses, customize future shopping, improve our website or operations, communicate with customers or Business Partners, and track results for ourselves and our Business Partners.

The specific types of information that we collect about Covered Persons are:

- Information given to us by the person to whom it relates. We obtain most of the information we process or collect directly from the person to whom the information relates. This information varies widely but can include names, email, phone numbers, social media accounts and similar information, social insurance numbers and other identification information, tax information, travel information (passports for company-sponsored trips, for example), financial information such as methods of payment or bank accounts, transportation information, and relationship information (regarding, for example, spouses or children). In many cases it also includes regulatory or legal information. It also includes the content of any reviews, emails, or other communications made to us or about us by a Covered Person.
- Information generated by our systems. Our systems calculate, generate, or store certain Personal Data based on the sales activities, marketing activities, purchasing activities, or financial activities of Covered Persons or other individuals whose activities our systems track and use to generate Personal Data that applies to one or more Covered Persons. For example, we regularly collect sales data from our customers or Business Partners, which generates commission payments to a Covered Person that are Personal Data. As another example, we also generate information about the performance of groups of our Business Partners, which may become Personal Data as to one or more Covered Persons.
- Information provided to us by others. At times other people may provide to us information about a Covered Person. For example, we provide prospecting tools that Business Partners can use to manage their contact lists and make contact with prospects.

The information we receive about Covered Persons from other people varies widely but typically involves contact information and possibly information about these individuals' activities.

- Automatic information. In addition, we collect and analyze a lot of technical data that is provided to us automatically when Covered Persons use one of our sites or web applications. Examples might include Internet protocol (IP) addresses, computer and connection information, purchase history, and the phone number used to call us. We may also use browser data such as cookies, Flash cookies (also known as Flash Local Shared Objects), or similar data. During some visits we may use software tools such as JavaScript to measure and collect session information. We may also collect technical information to help us identify devices for fraud prevention and diagnostic purposes.
- Mobile. We collect data from mobile phones, including without limitation, as applicable, the data set forth in "Automatic Information" above, as well as location data and other mobile specific data including limitation carriers, application data, and other data. Most mobile devices provide users with the ability to disable location services. If you have questions about how to disable your device's location services, we recommend you contact your mobile service carrier or your device manufacturer.
- Information from Other Sources. Examples of information we receive from other sources include updated delivery and address information from our carriers or other third parties, which we use to correct our records and deliver new purchases or communication more easily; site analytics information generated by third party site analysis tools, and customer email delivery information coming from our attempts to communicate with Covered Persons.
- Human Resources Data. Kyäni has EU affiliates with employees who are Covered Persons. These human resource data related to these Covered Persons may at times be transferred to Kyäni.

### *Choice*

Covered Persons may choose to change their Personal Data or cancel an account by using Kyäni's web portal, via phone to our customer service line, or through other appropriate means of communication, including using the contact information below. They can also unsubscribe from our marketing communications by following the instructions or unsubscribe mechanism in the relevant message. While Kyäni (including its affiliates) has no intention of ever using or disclosing the Personal Data of a Covered Person for a purpose materially different from the purposes listed in this policy, if we ever do so, we will first offer Covered Persons the opportunity to opt-out of such uses and/or disclosures where they involve non-sensitive information or to opt-in where sensitive information is involved. Should a Covered Person opt-out as described above, Kyäni may not be able to provide them with the products or services they have requested or to permit them to continue as a Business Partner or employee, depending on the nature Kyäni's need and/or legal obligation to maintain and use such Personal Data.

In addition, we may use or disclose Personal Data without offering individuals an opportunity to opt-out (i) if we are required to do so by law or legal process, (ii) to law enforcement authorities or other government officials based on an enforceable government request or as may be required under applicable law, or (iii) when we believe disclosure is necessary or appropriate to prevent physical harm or financial loss or in connection with an investigation of suspected or actual illegal activity.

In certain situations, we may be required to disclose personal data in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

#### *Accountability for Onward Transfer of Personal Data*

Kyäni may share Personal Data with its service providers, Business Partners, and among its subsidiaries and affiliates. Specifically and without limitation, Kyäni will share certain aspects of Covered Persons' Personal Data with upline and/or downline Business Partners.

Kyäni operates in many countries across the world. To enable Kyäni to offer consistent service to Covered Persons, wherever they may be, we manage certain website functions from one central location. This is currently in the United States. In addition, Business Partners in the upline or downline of a Covered Person may be established in countries other than EEA countries, Switzerland, or the United States. There is not one set of data protection laws that covers Europe, the U.S. and other parts of the world, and the European laws require that Kyäni take steps to protect Covered Persons' information when it is transferred to regions outside of Europe. Those steps include:

- for international transfers to other Kyäni entities around the world, Kyäni relies on intercompany agreements and Kyäni's worldwide compliance protocol;
- for international transfers to service providers, the protections depend on the service provider concerned and its location, and include agreements containing data protection clauses as required by law;
- for international transfer, if any, to members in the upline and/or downline, of a Covered Person, Kyäni relies on the execution of the Kyäni Independent Business Partner Agreement and the relevant provisions of the Policies and Procedures.

If a third party does not comply with its privacy obligations, Kyäni will take commercially reasonable steps to prevent or stop the use or disclosure of Personal Data. If a third party service provider providing services on Kyäni's behalf processes Personal Data from the EEA or Switzerland in a manner inconsistent with the Privacy Shield Principles, Kyäni will be liable unless we can prove that we are not responsible for the event giving rise to the damages.

#### *Security*

Kyäni maintains reasonable and appropriate administrative, technical and physical safeguards to protect Personal Data from loss, misuse and unauthorized access, disclosure, alteration and destruction.

#### *Access to Information*

Kyäni provides employees, consumers, customers, Business Partners, suppliers and others with confirmation of whether or not Kyäni is processing Personal Data relating to them and reasonable access to Personal Data maintained about them. We also provide a reasonable opportunity to correct, amend or

delete that information where it is inaccurate. We may limit or deny access to Personal Data where providing such access is unreasonably burdensome or expensive under the circumstances, or as otherwise permitted by the relevant legal principles. To obtain access to Personal Data, consumers, customers, suppliers and others may contact Kyäni as specified in the “How to Contact Us” section of this Policy.

Examples of information easily available in the Kyäni.com back office or in our shopping cart system include up-to-date information regarding recent orders; personally identifiable information (including all or some of the following-- name, e-mail, website address, paid-as rank and lifetime rank, password, communications, notes from phone calls, downline and upline information, portions of payment information, shipping information, and other business related information); payment settings (including credit card information and promotional certificate and gift card balances, if any); e-mail notification settings (including newsletters, ordering alerts, and similar information); shopping history; and Business Partner account information.

Covered Persons have a right to access their own Personal Data, including sensitive Personal Data, for any lawful purpose, except where providing such access is unreasonably burdensome or expensive under the circumstances, or as Kyäni is otherwise permitted by the relevant legal principles to limit or deny such access. Once the purpose for which the data was collected and/or processed has passed, and no legal obligation requires it to be kept, Covered Persons have the right to have such data erased or forgotten.

#### *Data Integrity and Purpose Limitation*

Kyäni takes reasonable steps to ensure that Personal Data collected by Kyäni is relevant for the purposes for which it is to be used and that the information is reliable for its intended use and is accurate, complete and current. We depend on our employees, Business Partners, consumers, customers, suppliers and others to update or correct their Personal Data whenever necessary.

#### *Recourse, Enforcement and Liability*

Kyäni has established procedures for periodically verifying implementation of and compliance with the Privacy Shield principles. We conduct an annual self-assessment of our practices with respect to Personal Data to verify that representations we make about our Personal Data privacy practices are true and that related privacy policies have been implemented as represented.

With respect to personal data received or transferred pursuant to the Privacy Shield Frameworks, Kyäni is subject to the regulatory enforcement powers of the U.S. Federal Trade Commission.

#### *Dispute Resolution*

In compliance with the Privacy Shield Principles, Kyäni commits to resolve complaints about your privacy and our collection or use of your personal information transferred to the United States pursuant to Privacy Shield. EEA and Swiss individuals with Privacy Shield inquiries or complaints should first contact us using the information provided in the below “How to Contact Us” section.

Kyäni has further committed to refer unresolved privacy complaints under the Privacy Shield Principles to an independent dispute resolution mechanism, the BBB EU PRIVACY SHIELD, operated by the Council of Better Business Bureaus. If you do not receive timely acknowledgment of your complaint, or if your

complaint is not satisfactorily addressed, please visit [www.bbb.org/EU-privacy-shield/for-eu-consumers](http://www.bbb.org/EU-privacy-shield/for-eu-consumers) for more information and to file a complaint. This service is provided free of charge to you.

If your Privacy Shield complaint is not satisfactorily addressed, and your complaint involves human resources data transferred to the United States from the EU and/or Switzerland in the context of the employment relationship, Kyäni commits to cooperate with the panel established by the EU data protection authorities (DPA Panel) and/or the Swiss Federal Data Protection and Information Commissioner, as applicable and to comply with the advice given by the DPA panel and/or Commissioner, as applicable with regard to such human resources data. To pursue an unresolved human resources complaint, you should contact the state or national data protection or labor authority in the appropriate jurisdiction.

Contact details for the EU data protection authorities can be found at [http://ec.europa.eu/justice/data-protection/bodies/authorities/index\\_en.htm](http://ec.europa.eu/justice/data-protection/bodies/authorities/index_en.htm)

If your Privacy Shield complaint cannot be resolved through the above channels, under certain conditions, you may invoke binding arbitration for some residual claims not resolved by other redress mechanisms. See Privacy Shield Annex 1 at <https://www.privacyshield.gov/article?id=ANNEX-I-introduction>

#### *How to Contact Us*

Please address any questions or concerns regarding our Privacy Shield Privacy Policy or our practices concerning Personal Data by contacting us through email at:

[privacy@kyäni.com](mailto:privacy@kyäni.com)

or writing to:

Kyäni, Inc.  
1070 Riverwalk Drive, Suite 350  
  
Idaho Falls, ID 83402  
  
USA

#### *Amendment*

The Kyäni Privacy Shield Privacy Notice may be amended from time to time in compliance with the requirements of the Privacy Shield principles. Appropriate notice will be given concerning such amendments.