

## Privacy Policy for La Starza Wellness

### PRIVACY POLICY

Last updated: 08/01/2024

This Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your information when You use the Service and tells You about Your privacy rights and how the law protects You. We use Your Personal data to provide and improve the Service. By using the Service, You agree to the collection and use of information in accordance with this Privacy Policy.

### INTERPRETATIONS AND DEFINITIONS

#### Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

#### Definitions

For the purposes of this Privacy Policy:

- Account means a unique account created for You to access our Service or parts of our Service.
- Company (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to La Starza Wellness, 335 Pineda Court #106.
- Cookies are small files that are placed on Your computer, mobile device or any other device by a website, containing the details of Your browsing history on that website among its many uses.
- Country refers to: florida
- Device means any device that can access the Service such as a computer, a cellphone or a digital tablet.
- Personal Data is any information that relates to an identified or identifiable individual.
- Service refers to the Website.
- Service Provider means any natural or legal person who processes the data on behalf of the Company. It refers to other companies or individuals employed by the Company to facilitate the Service, to provide the Service on behalf of the Company, to perform services related to the Service or to assist the Company in analyzing how the Service is used.
- Usage Data refers to data collected automatically, either generated by the use of the Service or from the Service infrastructure itself (for example, the duration of a page visit).
- Website refers to La Starza Wellness, accessible from [www.lastarzawellness.com](http://www.lastarzawellness.com)
- You means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

## COLLECTING AND USING YOUR PERSONAL DATA

### Types of Data Collected

#### Personal Data

While using Our Service, We may ask You to provide Us with certain personally identifiable information that can be used to contact or identify You. Personally identifiable information may include, but is not limited to:

- Email address
- First name and last name
- Phone number
- Usage Data

#### Usage Data

Usage Data is collected automatically when using the Service. Usage Data may include information such as Your Device's Internet Protocol address (e.g. IP address), browser type, browser version, the pages of our Service that You visit, the time and date of Your visit, the time spent on those pages, unique device identifiers and other diagnostic data. When You access the Service by or through a mobile device, We may collect certain information automatically, including, but not limited to, the type of mobile device You use, Your mobile device unique ID, the IP address of Your mobile device, Your mobile operating system, the type of mobile Internet browser You use, unique device identifiers and other diagnostic data. We may also collect information that Your browser sends whenever You visit our Service or when You access the Service by or through a mobile device.

#### Tracking Technologies and Cookies

We use Cookies and similar tracking technologies to track the activity on Our Service and store certain information. Tracking technologies used are beacons, tags, and scripts to collect and track information and to improve and analyze Our Service. The technologies We use may include:

- Cookies or Browser Cookies. A cookie is a small file placed on Your Device. You can instruct Your browser to refuse all Cookies or to indicate when a Cookie is being sent. However, if You do not accept Cookies, You may not be able to use some parts of our Service. Unless you have adjusted Your browser setting so that it will refuse Cookies, our Service may use Cookies.
- Web Beacons. Certain sections of our Service and our emails may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit the Company, for example, to count users who have visited those pages or opened an email and for other related website statistics (for example, recording the popularity of a certain section and verifying system and server integrity).

Cookies can be "Persistent" or "Session" Cookies. Persistent Cookies remain on Your personal computer or mobile device when You go offline, while Session Cookies are deleted as soon as You close Your web browser. You can learn more about cookies on TermsFeed website article. We use both Session and Persistent Cookies for the purposes set out below:

- Necessary / Essential Cookies
- Type: Session Cookies
- Administered by: Us
- Purpose: These Cookies are essential to provide You with services available through the Website and to enable You to use some of its features. They help to authenticate users and prevent fraudulent use of user accounts. Without these Cookies, the services that You have asked for cannot be provided, and We only use these Cookies to provide You with those services.
- Cookies Policy / Notice Acceptance Cookies
- Type: Persistent Cookies
- Administered by: Us
- Purpose: These Cookies identify if users have accepted the use of cookies on the Website.
- Functionality Cookies
- Type: Persistent Cookies
- Administered by: Us
- Purpose: These Cookies allow us to remember choices You make when You use the Website, such as remembering your login details or language preference. The purpose of these Cookies is to provide You with a more personal experience and to avoid You having to re-enter your preferences every time You use the Website.

For more information about the cookies we use and your choices regarding cookies, please visit our Cookies Policy or the Cookies section of our Privacy Policy.

### Use of Your Personal Data

The Company may use Personal Data for the following purposes:

- To provide and maintain our Service, including to monitor the usage of our Service.
- To manage Your Account: to manage Your registration as a user of the Service. The Personal Data You provide can give You access to different functionalities of the Service that are available to You as a registered user.
- For the performance of a contract: the development, compliance and undertaking of the purchase contract for the products, items or services You have purchased or of any other contract with Us through the Service.

- To contact You: To contact You by email, telephone calls, SMS, or other equivalent forms of electronic communication, such as a mobile application's push notifications regarding updates or informative communications related to the functionalities, products or contracted services, including the security updates, when necessary or reasonable for their implementation.
- To manage Your requests: To attend and manage Your requests to Us.
- For business transfers: We may use Your information to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which Personal Data held by Us about our Service users is among the assets transferred.

We may need Your personal information in the following situations:

- With Service Providers: We may need Your personal information with Service Providers to monitor and analyze the use of our Service, to contact You.
- For business transfers: We may need or transfer Your personal information in connection with, or during negotiations of, any merger, sale of Company assets, financing, or acquisition of all or a portion of Our business to another company.
- With Your consent: We may disclose Your personal information for any other purpose with Your consent.

#### La Starza Wellness SMS Messaging

- This campaign sends appointment confirmations, and message notifications for chiropractic adjustments to existing patients or new patients, who have opted in to receive SMS notifications. The communications are sent via Facebook Ads Leads Forms or Website Forms.
- You can cancel the SMS service at any time. Simply text "STOP" to the shortcode. Upon sending "STOP," we will confirm your unsubscribe status via SMS. Following this confirmation, you will no longer receive SMS messages from us. To rejoin, sign up as you did initially, and we will resume sending SMS messages to you.
- If you experience issues with the messaging program, reply with the keyword HELP for more assistance, or reach out directly to [marcolastarza@gmail.com](mailto:marcolastarza@gmail.com) or (321) 230-7071.
- Carriers are not liable for delayed or undelivered messages.
- As always, message and data rates may apply for messages sent to you from us and to us from you. You will receive 1-12+ messages at least. For questions about your text plan or data plan, contact your wireless provider.
- For Terms & Conditions inquiries, please refer to our T&C:

#### Retention of Your Personal Data

The Company will retain Your Personal Data only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use Your Personal Data to the extent necessary to comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes, and enforce our legal agreements and policies. The Company will also retain Usage Data for internal analysis purposes. Usage Data is generally retained for a shorter period of time, except when this data is used to strengthen the security or to improve the functionality of Our Service, or We are legally obligated to retain this data for longer time periods.

#### Transfer of Your Personal Data

Your information, including Personal Data, is processed at the Company's operating offices and in any other places where the parties involved in the processing are located. It means that this information may be transferred to — and maintained on — computers located outside of Your state, province, country or other governmental jurisdiction where the data protection laws may differ than those from Your jurisdiction. Your consent to this Privacy Policy followed by Your submission of such information represents Your agreement to that transfer. The Company will take all steps reasonably necessary to ensure that Your data is treated securely and in accordance with this Privacy Policy and no transfer of Your Personal Data will take place to an organization or a country unless there are adequate controls in place including the security of Your data and other personal information.

#### Delete Your Personal Data

You have the right to delete or request that We assist in deleting the Personal Data that We have collected about You. Our Service may give You the ability to delete certain information about You from within the Service. You may update, amend, or delete Your information at any time by signing in to Your Account, if you have one, and visiting the account settings section that allows you to manage Your personal information. You may also contact Us to request access to, correct, or delete any personal information that You have provided to Us. Please note, however, that We may need to retain certain information when we have a legal obligation or lawful basis to do so.

#### Disclosure of Your Personal Data

##### Business Transactions

If the Company is involved in a merger, acquisition or asset sale, Your Personal Data may be transferred. We will provide notice before Your Personal Data is transferred and becomes subject to a different Privacy Policy.

##### Law enforcement

Under certain circumstances, the Company may be required to disclose Your Personal Data if required to do so by law or in response to valid requests by public authorities (e.g. a court or a government agency).

#### Other legal requirements

The Company may disclose Your Personal Data in the good faith belief that such action is necessary to:

- Comply with a legal obligation
- Protect and defend the rights or property of the Company
- Prevent or investigate possible wrongdoing in connection with the Service
- Protect the personal safety of Users of the Service or the public
- Protect against legal liability

#### Security of Your Personal Data

The security of Your Personal Data is important to Us, but remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While We strive to use commercially acceptable means to protect Your Personal Data, We cannot guarantee its absolute security.

#### Children's Privacy

Our Service does not address anyone under the age of 13. We do not knowingly collect personally identifiable information from anyone under the age of 13. If You are a parent or guardian and You are aware that Your child has provided Us with Personal Data, please contact Us. If We become aware that We have collected Personal Data from anyone under the age of 13 without verification of parental consent, We take steps to remove that information from Our servers. If We need to rely on consent as a legal basis for processing Your information and Your country requires consent from a parent, We may require Your parent's consent before We collect and use that information.

#### Links to Other Websites

Our Service may contain links to other websites that are not operated by Us. If You click on an offsite link, You will be directed to that offsite party's site. We strongly advise You to review the Privacy Policy of every site You visit. We have no control over and assume no responsibility for the content, privacy policies or practices of any offsite party sites or services.

#### Changes to this Privacy Policy

We may update Our Privacy Policy from time to time. We will notify You of any changes by posting the new Privacy Policy on this page. We will let You know via email and/or a prominent notice on Our Service, prior to the change becoming effective and update the "Last updated" date at the top of this

Privacy Policy. You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.

No mobile information will be shared with third parties/affiliates for marketing/promotional purposes. Information sharing to subcontractors in support services, such as customer service is permitted. All other use case categories exclude text messaging originator opt-in data and consent; this information will not be shared with any third parties.

#### Contact Us

If you have any questions about this Privacy Policy, You can contact us:

By email: [marcolastarza@gmail.com](mailto:marcolastarza@gmail.com)

By visiting this page on our website: <https://lastarzewellness.com/contact/>

By phone number: (321) 230-7071

### **Terms and Conditions for La Starza Wellness**

Last updated: 08/01/2024

#### Introduction

These Website Standard Terms and Conditions written on this webpage shall manage your use of our website, La Starza Wellness accessible at [www.lastarzewellness.com](http://www.lastarzewellness.com). These Terms will be applied fully and affect to your use of this Website. By using this Website, you agreed to accept all terms and conditions written in here. You must not use this Website if you disagree with any of these Website Standard Terms and Conditions. Minors or people below 18 years old are not allowed to use this Website.

#### Intellectual Property Rights

Other than the content you own, under these Terms, La Starza Wellness and/or its licensors own all the intellectual property rights and materials contained in this Website. You are granted limited license only for purposes of viewing the material contained on this Website.

#### Restrictions

You are specifically restricted from all of the following:

- Publishing any Website material in any other media;
- Selling, sublicensing and/or otherwise commercializing any Website material;
- Publicly performing and/or showing any Website material;
- Using this Website in any way that is or may be damaging to this Website;
- Using this Website in any way that impacts user access to this Website;

- Using this Website contrary to applicable laws and regulations, or in any way may cause harm to the Website, or to any person or business entity;
- Engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Website;
- Using this Website to engage in any advertising or marketing.

Certain areas of this Website are restricted from being accessed by you, and La Starza Wellness may further restrict access by you to any areas of this Website, at any time, in absolute discretion. Any user ID and password you may have for this Website are confidential and you must maintain confidentiality as well.

#### La Starza Wellness SMS Messaging

- This campaign sends appointment confirmations, and message notifications for chiropractic adjustments to existing patients or new patients, who have opted in to receive SMS notifications. The communications are sent via Facebook Ads Leads Forms or Website Forms.
- You can cancel the SMS service at any time. Simply text "STOP" to the shortcode. Upon sending "STOP," we will confirm your unsubscribe status via SMS. Following this confirmation, you will no longer receive SMS messages from us. To rejoin, sign up as you did initially, and we will resume sending SMS messages to you.
- If you experience issues with the messaging program, reply with the keyword HELP for more assistance, or reach out directly to [marcolastarza@gmail.com](mailto:marcolastarza@gmail.com) or (321) 230-7071.
- Carriers are not liable for delayed or undelivered messages.
- As always, message and data rates may apply for messages sent to you from us and to us from you. You will receive 1-12 messages at least. For questions about your text plan or data plan, contact your wireless provider.
- For privacy-related inquiries, please refer to our privacy policy: [{link to privacy policy}](#).

#### Your Content

In these Website Standard Terms and Conditions, "Your Content" shall mean any audio, video text, images or other material you choose to display on this Website. By displaying Your Content, you grant La Starza Wellness a non-exclusive, worldwide irrevocable, sub licensable license to use, reproduce, adapt, publish, translate and distribute it in any and all media. Your Content must be your own and must not be invading any third-party's rights. La Starza Wellness reserves the right to remove any of Your Content from this Website at any time without notice.

#### No warranties

This Website is provided "as is," with all faults, and La Starza Wellness express no representations or warranties, of any kind related to this Website or the materials contained on this Website. Also, nothing contained on this Website shall be interpreted as advising you.



### Limitation of liability

In no event shall La Starza Wellness, nor any of its officers, directors and employees, shall be held liable for anything arising out of or in any way connected with your use of this Website whether such liability is under contract. La Starza Wellness, including its officers, directors and employees shall not be held liable for any indirect, consequential or special liability arising out of or in any way related to your use of this Website.

### Indemnification

You hereby indemnify to the fullest extent La Starza Wellness from and against any and/or all liabilities, costs, demands, causes of action, damages and expenses arising in any way related to your breach of any of the provisions of these Terms.

### Severability

If any provision of these Terms is found to be invalid under any applicable law, such provisions shall be deleted without affecting the remaining provisions herein.

### Variation of Terms

La Starza Wellness is permitted to revise these Terms at any time as it sees fit, and by using this Website you are expected to review these Terms on a regular basis.

### Assignment

The La Starza Wellness is allowed to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification. However, you are not allowed to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

### Entire Agreement

These Terms constitute the entire agreement between La Starza Wellness and you in relation to your use of this Website, and supersede all prior agreements and understandings.

### Governing Law & Jurisdiction

These Terms will be governed by and interpreted in accordance with the laws of the State of us, and you submit to the non-exclusive jurisdiction of the state and federal courts located in us for the resolution of any disputes.

No mobile information will be shared with third parties/affiliates for marketing/promotional purposes. Information sharing to subcontractors in support services, such as customer service is permitted. All other use case categories exclude text messaging originator opt-in data and consent; this information will not be shared with any third parties.

### Contact Us

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