

Term and Conditions for Use

(Updated 6/22/24)

Welcome to the digital home of Creative Arts Enterprise of Wisconsin, LLC dba The Balanced Introvert! These terms and conditions outline the rules and regulations for the use of the The Balanced Introvert website. By accessing this website, you agree to uphold these terms and conditions in full. Do not continue to use the Balanced Introvert website if you do not accept all of the terms and conditions stated on this page.

Terminology

The following terminology applies to these Terms and Conditions and any or all Agreements:

- "Client", "You" and "Your" refers to you, the person accessing this website and accepting the Company's terms and conditions.
 - "The Company", "Ourselves", "We", "Our" and "Us" refers to our Company.
 - "Party", "Parties", or "Us" refers to both the Client and ourselves, or either the Client or ourselves.
 - "Site" refers to The Balanced Introvert website and all content contained therein.

Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to same.

Cookies

We employ the use of cookies throughout The Balanced Introvert website. Please review our detailed [Cookies Policy](#) included in our Privacy Policy.

License

Unless otherwise stated, The Balanced Introvert and/or its licensors own the intellectual property rights for all material on The Balanced Introvert website. All intellectual property rights are reserved.

You may view and/or print pages from <https://thebalancedintrovert.com/> for your own personal use subject to restrictions set in these terms and conditions. You must not:

- Republish material from <https://thebalancedintrovert.com/>
- Sell, rent or sub-license material from <https://thebalancedintrovert.com/>
- Reproduce, duplicate or copy material from <https://thebalancedintrovert.com/>
- Redistribute content from <https://thebalancedintrovert.com/> (unless content is specifically made for redistribution).

Hyperlinking to Our Content

The following organizations may link to our Website without prior written approval:

- Government agencies;
- Search engines;
- News organizations;
- Online directory distributors when they list us in the directory may link to our website in the same manner as they hyperlink to the websites of other listed businesses; and
- Systemwide Accredited Businesses except soliciting non-profit organizations, charity shopping malls, and charity fundraising groups which may not hyperlink to our website.

These organizations may link to our home page, to publications or to other website information so long as the link: (a) is not in any way misleading; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site.

We may consider and approve in our sole discretion other link requests from the following types of organizations:

- Commonly-known consumer and/or business information sources such as Chambers of Commerce;
- Not-for-profit higher education institutions;
- Dot.com community sites;
- Associations or other groups representing charities;
- Online directory distributors;
- Internet portals; or

- Accredited health care organizations.

We will approve link requests from these organizations if we determine that: (a) the link would not reflect unfavorably on us or our business representing inherently suspect types of business; (b) the organization does not have an unsatisfactory record with us; (c) the benefit to us from the visibility associated with the hyperlink outweighs the absence of; and (d) where the link is in the context of general resource information or is otherwise consistent with editorial content in a newsletter or similar product furthering the mission of the organization.

These organizations may link to our home page, to publications or to other Website information so long as the link: (a) is not in any way misleading; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site.

If you are among the organizations listed in paragraph 2 above and are interested in linking to our website, you must notify us by sending an e-mail to info@thebalancedintrovert.com. Please include your name, your organization name, contact information (such as a phone number and/or e-mail address) as well as the URL of your site, a list of any URLs from which you intend to link to our website, and a list of the URL(s) on our site to which you would like to link. Allow 2-3 weeks for a response.

Approved organizations may hyperlink to our website as follows:

- By use of our corporate name; or
- By use of the uniform resource locator (web address) being linked to; or
- By use of any other description of our website or material being linked to that makes sense within the context and format of content on the linking party's site.

No use of The Balanced Introvert logo or other artwork will be allowed for linking absent a trademark license agreement.

Iframes

Without prior approval and express written permission, you may not create frames around our web pages or use other techniques that alter in any way the visual presentation or appearance of our website.

Reservation of Rights

We reserve the right at any time and in its sole discretion to request that you remove all links or any particular link to our website. You agree to immediately remove all links to our website upon such request. We also reserve the right to amend these terms and conditions and its linking policy at any time. By continuing to link to our website, you agree to be bound to and abide by these linking terms and conditions.

Removal of Links from Our Website

If you find any link on our website or any linked website objectionable for any reason, you may contact us about this. We will consider requests to remove links but will have no obligation to do so or to respond directly to you.

Whilst we endeavor to ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the website remains available or that the material on the website is kept up to date.

Content Liability

The Balanced Introvert shall have no responsibility or liability for any content appearing on your Website. You agree to indemnify and defend us against all claims arising out of or based upon your website. No link(s) may appear on any page on your website or within any context containing content or materials that may be interpreted as libelous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third-party rights.

Disclaimers

To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to our website and the use of this website (including, without limitation, any warranties implied by law in respect of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

WEBSITE DISCLAIMER

The information provided by The Company on our Site is for general informational purposes only. All information on the Site is provided in good faith, however we make no representation or warranty of any kind, express or implied, regarding the accuracy, adequacy, validity, reliability, availability or completeness of any information on the Site.

UNDER NO CIRCUMSTANCE SHALL WE HAVE ANY LIABILITY TO YOU FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF THE SITE OR RELIANCE ON ANY INFORMATION PROVIDED ON THE SITE. YOUR USE OF THE SITE AND YOUR RELIANCE ON ANY INFORMATION ON THE SITE IS SOLELY AT YOUR OWN RISK.

EXTERNAL LINKS DISCLAIMER

The Site may contain (or you may be sent through the Site to) links to other websites or content belonging to or originating from third parties or links to websites and features in banners or other advertising. Such external links are not investigated, monitored, or checked for accuracy, adequacy, validity, reliability, availability or completeness by us. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY INFORMATION OFFERED BY THIRD-PARTY WEBSITES LINKED THROUGH THE SITE OR ANY WEBSITE OR FEATURE LINKED IN ANY BANNER OR OTHER ADVERTISING. WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

PROFESSIONAL DISCLAIMER

The Site cannot and does not contain medical/health advice. The physical and mental wellness content, services, and products are provided for general informational and educational purposes only and is not a substitute for professional advice. Accordingly, before taking any actions based upon such information, we encourage you to consult with the appropriate professionals. We do not provide any kind of medical/health advice. THE USE OR RELIANCE OF ANY INFORMATION CONTAINED ON THIS SITE IS SOLELY AT YOUR OWN RISK.

TESTIMONIALS DISCLAIMER

The Site may contain testimonials by users of our products and/or services. These testimonials reflect the real-life experiences and opinions of such users. However, the experiences are personal to those particular users, and may not necessarily be representative of all users of our products and/or services. We do not claim, and you should not assume, that all users will have the same experiences. YOUR INDIVIDUAL RESULTS MAY VARY.

The testimonials on the Site are submitted in various forms such as text, audio and/or video, and are reviewed by us before being posted. They appear on the Site verbatim as given by the users, except for the correction of grammar or typing errors. Some testimonials may have been shortened for the sake of brevity where the full testimonial contained extraneous information not relevant to the general public.

The views and opinions contained in the testimonials belong solely to the individual user and do not reflect our views and opinions. We are not affiliated with users who provide testimonials, and users are not paid or otherwise compensated for their testimonials.

The testimonials on the Site are not intended, nor should they be construed, as claims that our products and/or services can be used to diagnose, treat, mitigate, cure, prevent or otherwise be used for any disease or medical condition. No testimonials have been clinically proven or evaluated.

Payments and Refunds

Company uses PayPal, Stripe, or Shopify as its sole payment processor, depending on the service or product purchased. If purchasing a product or service, you give us permission to automatically initiate the transaction through PayPal, including charging a debit card or credit card or withdrawing funds from your specified bank account for all fees and charges due and payable to Company without any additional authorization, for which you will receive an electronic receipt. You also agree that Company is authorized to share any payment information and instructions required to complete the payment transactions with its third-party payment service providers (e.g., payment transaction processing, merchant settlement, and related services).

In the event that payment is not received or rejected by the payment processor, you will be notified via email and will not be entitled to the product or service you attempted to purchase. If purchase is a renewing membership or subscription (hereafter referred to as "the Program"), and we have not received appropriate payment by the date due, you will have a three (3) day grace period to make the payment, otherwise the Program will not continue and we reserve the right to terminate your access to the Program and all Content immediately and permanently.

If you fail to make payment in a timely manner in accordance with these Terms & Conditions or voluntarily decide to withdraw from the Program at any time or for any reason, you will remain fully responsible for the full cost of the Program and all payments in any payment plan you choose. Company reserves the right to charge a late fee on all balances more than 30 days overdue. You agree to reimburse Company for all collection and/or legal fees and expenses necessitated by lateness or default in payment.

Your satisfaction with our products, services, and Programs is important to us. However, because of the extensive time and preparation efforts that go into creating and providing them, in addition to the non-returnable nature of their digital components, we have a **NO REFUND** policy. Unless otherwise provided by law, you acknowledge that we do not offer refunds for any portion of your payment for any of our products, services, or Programs and no refunds will be provided to you at any time. By using and/or purchasing our products, services, or Programs, you understand and agree that all sales are final and no refunds will be provided.

Since we have a clear and explicit Refund Policy in these Terms & Conditions that you have agreed to prior to completing any purchase, we do not tolerate or accept any type of chargeback threat or actual chargeback from your credit card company or payment processor. In the event that a chargeback is placed on a purchase or we receive a chargeback threat during or after your purchase, we reserve the right to report the incident to all three credit reporting agencies or to any other entity for inclusion in any chargeback database or for listing as a delinquent account which could have a negative impact on your credit report score. The information reported will include your name, email address, order date, order amount, and billing address. Chargeback abusers wishing to be removed from the database shall make the payment for the amount of the chargeback.

Email List Opt-In

The Balanced Introvert offers free tips and tools to teach music- and mindfulness-based relaxation and stress management methods delivered via email typically once a week and on occasion three to five times per week under special circumstances such as to inform you of limited-time online program enrollment or product promotions, email-based personal development challenges and reminders, or other learning opportunities offered directly from The Balanced Introvert. Any specific service or product purchase or registration will require a dedicated sign-up separate from the initial email opt-in completed via online form(s) found on the The Balanced Introvert general website pages.

By signing up for a members account to access content on The Balanced Introvert website, you are also subscribing to The Balanced Introvert email list. You indicate that you have read and understood these Terms and Conditions, in addition to our separate [Privacy Policy](#) and all disclaimers herein, and that you agree to all of these policies in their entirety. Your continued subscription and receipt of emails is considered acceptance of any amendments to this Terms & Conditions Policy. You may view these Terms and Conditions at any time.

If you wish to unsubscribe from The Balanced Introvert email list, please follow this “unsubscribe process”: click the “Unsubscribe” link directly from any email located at the bottom of each electronic communication. Complete the provided unsubscribe form including confirming your e-mail address. Click “Unsubscribe.” Please note that this may affect your ability to receive information in the future regarding course/training signups and digital product purchases sent via email.

Personal information about you may be collected for the primary purpose(s) of maintaining The Balanced Introvert email list. If you do not provide the information

requested, we may not be able to email you our communications. You can contact The Balanced Introvert by emailing info@thebalancedintrovert.com.

The content found inside The Balanced Introvert emails and any and all ideas, designs, graphics, photographs, text, audio and audiovisual material, documents and any other material are subject to copyright laws in the United States. In relation to the email list communications (including parts of them), you agree to use them for only your personal use with any and all commercial use being prohibited without prior written consent. You may not otherwise use, copy, reproduce, modify or transmit the content without our prior written consent. Unauthorized use is prohibited and protected by U. S. copyright law.

The mailing list emails and their content are provided only for information purposes, and are not comprehensive or advisory in nature. While The Balanced Introvert uses reasonable endeavors to ensure that the information included in the emails is accurate and up-to-date, The Balanced Introvert does not guarantee the accuracy, currency or completeness of the information provided. The Balanced Introvert makes no representations about the content and suitability of the information provided in the mailing list emails (including but not limited to information in any links to websites). To the maximum extent permitted by law, The Balanced Introvert does not warrant, guarantee or make any representations about the accuracy, reliability, currency or any other aspect of the information contained in the mailing list emails.

The mailing list emails may contain links or references to third-party sites. The Balanced Introvert is not responsible or liable for the content of those sites, and your access to and use of those sites is at your own risk. Any links are provided for convenience only and do not indicate any endorsement or recommendation by us. The Balanced Introvert does not guarantee that materials accessible on or through the mailing list emails will be free from errors, viruses, worms or other harmful codes. To the extent permitted by law, all liability is excluded for any loss, damages or injury resulting from your access to, or inability to access, or your receipt of any codes, or your reliance on any information from or through the mailing list emails.

Mailing list emails may include trademarks which are protected by law. You must not use The Balanced Introvert trademarks in the United States or internationally without our prior written consent, except to legitimately identify The Balanced Introvert products or services.

You agree that you are responsible for providing correct and accurate details in subscribing to The Balanced Introvert mailing list and that any errors made in typing or providing your details could result in failed delivery of your emails.

The Balanced Introvert has the right to suspend or cancel your subscription at any time at its discretion. However, typical reasons for discontinuing your subscription include non-engagement or abusive language in email communications or form submissions.

Form Submissions

If you have any questions regarding any of our terms, please contact us via email at info@thebalancedintrovert.com or mail: Creative Arts Enterprise of Wisconsin, LLC
1288 Summit Avenue Suite 107-208 Oconomowoc, Wisconsin 53066, United States

Privacy Policy

(Updated 6/23/24)

This Privacy Policy describes the policies of Creative Arts Enterprise of Wisconsin, LLC dba The Balanced Introvert, 1288 Summit Avenue, Suite 107-208, Wisconsin 53066, United States of America, email: info@thebalancedintrovert.com, phone: +1(262)682-3122 on the collection, use and disclosure of your information that we collect when you use our website (thebalancedintrovert.com), (the "Service"). By accessing or using the Service, you are consenting to the collection, use and disclosure of your information in accordance with this Privacy Policy. If you do not consent to the same, please do not access or use the Service.

We may modify this Privacy Policy at any time without any prior notice to you and will post the revised Privacy Policy on the Service. The revised Policy will be effective 180 days from when the revised Policy is posted in the Service and your continued access or use of the Service after such time will constitute your acceptance of the revised Privacy Policy. We therefore recommend that you periodically review this page.

Children's Online Privacy Protection Act

This website and any products and services offered herein are not intended for persons under the age of 18. The Balanced Introvert does not knowingly collect information from anyone under 18 years of age. The Balanced Introvert prohibits children under the age of 18 from using all interactive portions of this website, including leaving any comments, filling out forms, or otherwise submitting information. The Balanced Introvert will not knowingly collect personally identifiable information from children under 18. If The Balanced Introvert learns it has any information or content from anyone under the age of 18, it will delete that information.

The Personal Information We Collect and Use

Information Collected By Us

The Balanced Introvert may collect, use, and is responsible for certain personal information that you provide when you voluntarily register and/or pay for online courses, leave comments or ask questions in our online communities, order a digital or physical product, fill out any type of form, access private membership pages, or otherwise contact The Balanced Introvert via an online link 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.

The Balanced Introvert may collect domain information and “cookies” (small files saved on your hard drive by your web browser) to analyze website performance, track user patterns, save information from your previous visits, provide interactive media, and customize your experience. We will ask for your consent to allow us to use cookies. Opting out of cookies will turn off all but those cookies necessary to load the most basic of information on each page and remember your opt in/out choice. Opting out of cookies may affect certain functions of the site including interactive or multimedia features. If, at any point, a user prefers to opt back in to accept cookies, the user may do so at any time using the button at the bottom of each webpage. Users who initially accepted cookies can likewise opt out at any time using the button at the bottom of each webpage. The Balanced Introvert or its third-party vendors may collect non-personal information through the use of these technologies. Non-personal information might include the browser you use, the type of computer you use and technical information about your means of connection to this website such as the operating systems and the Internet Service Providers (ISP) utilized and other similar information. The Balanced Introvert systems may also automatically gather information about the areas you visit and search terms you use on this website and about the links you may select from within this website to other areas of the Internet.

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 (including in the United Kingdom) and we are responsible as controller of that personal information for the purposes of those laws.

Information Collected from Other Sources

We occasionally use third-party sources such as Cognito Forms, Calendly, Zoom, Paypal, Stripe, Expertise.tv and SendPulse that collect information such as name, email, phone number, address, billing information, and any questions or comments you submit.

How we use your personal information

The Balanced Introvert collects such information in order to send e-mails, to initiate customer service requests, collect user feedback from surveys, schedule appointments and reminders, deliver live and recorded webinars, conduct video calls, and fulfill product orders.

Who We Share Your Personal Information With

The Balanced Introvert 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 may, however, share your first name and email with our SendPulse email service provider as well as name, address, and sale amount(s) with Quaderno or TaxJar, our accounting services. This data sharing enables us to send you emails, free gifts, and information as well as collect accurate tax amounts on applicable purchases. Those third-party recipients are based outside the European Economic Area— for further information including on how we safeguard your personal data when this occurs, see Transfer of your information out of the EEA.

The Balanced Introvert may release personal information to enforce its Website Terms and Conditions, manage its business, protect users or the general public, or to otherwise comply with legal obligations.

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

On occasion, The Balanced Introvert may collect personal identification information from you in connection with optional contests, special offers, or promotions. The Balanced Introvert 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 will not share your personal information with any other third party.

Whether Information Has to Be Provided by You and Why

We do not require you to provide any personal data in order to view the information on our website. We will inform you when we collect it whether you are required to provide any personal information to us.

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 6 years.

Reasons We Can Collect and Use Your Personal Information

The Balanced Introvert collects and uses your personal information to further legitimate interests: to send e-mails, fulfill orders, deliver services and products, complete customer transactions, oversee contests and promotions and improve website performance and customer service.

Use and Transfer of Your Information Out of the EEA

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 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 United Kingdom and EEA. While the European Commission has not given a formal decision that such countries provide an adequate level of data protection similar to those which apply in the United Kingdom and 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 United Kingdom or EEA 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.

Your Rights

If you want to unsubscribe from receiving e-mails from The Balanced Introvert, you may do so at any time. Each e-mail from The Balanced Introvert includes an "Unsubscribe" link at the bottom of each electronic communication for discontinuing emails following a processing period of up to 48 hours. Note that this may prevent you from receiving email communications in the future such as product purchase confirmations or receipts, membership account access, course or challenge registrations, and/or free resource downloads.

If you are covered by the General Data Protection Regulation, 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, see the Guidance from the UK Information Commissioner's Office (ICO) on individuals' rights under the General Data Protection Regulation, available at: <https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/>.

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

- Email, call, or write to us
- Provide us enough information to identify you (e.g. name, email, and online course in which you're enrolled)
- 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

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 are 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.

Please note that any comments or information that you post on the website, including The Balanced Introvert website, course discussions/forums, or social media pages

become public, and third parties may use your information. The Balanced Introvert is not responsible for any unauthorized uses by third parties in such context. You disclose such information at your own risk.

Links to Other Sites

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

Our Service may contain links to other websites that are not operated by us. This Privacy Policy does not address the privacy policy and other practices of any third parties, including any third party operating any website or service that may be accessible via a link on the Service. We strongly advise you to review the privacy policy of every site you visit. The Balanced Introvert is not responsible or liable for any content on or actions taken by any sites and services of our partners, suppliers, advertisers, sponsors, licensors or other third parties.

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, you may lodge a complaint with a supervisory authority, in particular in the European Union (or European Economic Area) state where you work, normally live, or where any alleged infringement of data protection laws occurred.

Changes to This Privacy Notice

This policy is effective as of June 23, 2024. We may change, modify or update this Privacy Policy at any time and will notify you of any such changes by email.

How to Contact Us

If you have any questions or concerns about this Privacy Policy, the information we hold about you, or you wish to change your personal information in our records, please contact:

Creative Arts Enterprise of Wisconsin, LLC
1288 Summit Avenue, Suite 107-208
Oconomowoc, WI 53066 USA
Email: info@thebalancedintrovert.com.

We will address your concerns in accordance with applicable law.

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).