

Privacy Policy

This is our privacy policy. If you landed here, it means that you want to learn how we process your personal data and protect your privacy at FPN LLC d/b/a PhytoSmart, www.phyotosmart.com.

The Privacy Policy was previously a part of the Terms and Conditions which you would agree to as you checked out at www.phyotosmart.com. Laws passed in the European Union (EU) now require us to get your OK as a separate line item from Terms and Conditions. Although we do not currently market to or sell into the EU, we strive to comply.

Essential info we collect:

In operating our store, we must capture some information about your device, such as your IP address and information related to your visit when you browse our store. For example, this might include time-stamp, the last page or product you visited, the indication that you logged in.

We do that in order to:

- remember who you are after you log in so that you do not need to authenticate at each click;
- monitor if our website is running with the high performance we are dedicated to providing;
- let you browse between products without having to start back from the home page at each click;
- remember if you put something in your shopping cart before you decide to checkout; and
- control that your data is processed securely.

We call the information mentioned above "essential information" and we collect it through the use of cookies. Cookies are small text files that most websites use. A website places cookies in the web browser and then reads the information collected through the cookies every time the user performs an action. We use cookies. Without enabling this mechanism and this kind of cookies (first-party cookies), we could not provide you with the smooth experience that you expect while you are navigating a website.

Order information you expressly provide

If you buy something from our store, we will need more specific information about you. To fully process your order and ship the merchandise you selected, we need your personal data such as your first and last name, your email address and your shipping and billing address. We also use your contact and order information to send you communication related to the processing of your order. We will ask you to provide this information in our "checkout page" before letting you finalize your purchase with the payment.

Accounts

You can sign up for an account if you like. This will confirm your interest in our store and we will remember your information and, when you decide to buy our products, you do not have to provide all of your information over again -- you just have to log-in. Before registering your account, we will ask you to expressly provide your consent to this privacy policy. Only if you give us your consent, we will open your account. We also give you the ability to easily withdraw your consent and delete your account. Just connect with us at PhytoSmart, 74 Orion Street, Brunswick, ME 04011, www.phyotosmart.com, sales@phyotosmart.com, (207) 281-2890.

Partial Purchases

If you have started to buy one of our products, but have not completed the purchase, you may have provided partial information, such as your email. In that case, we might send you an email to remind you about your interest. If you are not comfortable in receiving further emails of this kind, we will give you a simple opportunity to opt-out. Your privacy means a lot to us and we will stop sending you these communications right away.

Reviews and Check-ins

If you have completed a purchase, we will send you an email to ask you to review the product you bought. We want to be sure that whether you love your purchase or have a complaint, you can share your opinion with other customers. We will also send you occasional emails checking on your progress.

Personalization

We also use some specific information related to your visit, such as the timestamp of your visit, the page or the product you viewed, where you are coming from (if you came to our store because you clicked on an advertisement or you just opened our direct link). This is very similar to the "essential information," but we use it to provide you with a personalized experience. The information on your visit provides us with insights on your interests and allows us to send you relevant communications. We capture this information through cookies, called a "beacon," that we allow you to block. You can read more about cookies in the Cookies section of this privacy policy. We may send you an email newsletter from time to time. And we will always give you an easy opt out of any email we send.

Other uses of personal data

We use partners to process your payments on our site and to send emails to you. These partners also have privacy policies that protect your information and only store this information for our use.

How do we process your information?

We use external provider, Woo Commerce, to run our store, that is based in the US and is a participant in the EU-US Privacy Shield Framework and committed to providing best-in-class service and data protection. You can check its participation in the Privacy Shield here on the official site of The International Trade Administration (ITA), U.S. Department of Commerce. 11305 Four Points Drive / Building II, Third Floor / Austin, TX 78726

Through Woo Commerce, we also use other, highly specialized external providers to provide the most competitive services. Payment: Our store is PCI-DSS compliant for the security of credit card information. We use accredited companies to process your credit card information, Stripe & Paypal. Shipping: We integrate primarily with UPS and other common carriers to fulfill your orders.

How can you control your personal data?

If you are one of our customers who is in the EU, please understand that we do not ship anywhere outside of the US and Canada so there's truly no need for you to have an account at www.phytosmart.com. However, if you choose to do so, and you cannot exercise your choice on your account page or if you do not have an account with us, please reach out to us, at the contact details at the bottom of this page. We will be more than happy to help.

How long do we keep your data?

We keep your data for as long as you have an account with us. We also keep some data for security investigation. Most importantly, we have specific obligations for fraud detection and tax reasons. Therefore, we might need to retain certain data even if you ask to delete it.

Do we have any legal obligations when handling your data?

Many. We might need to share your personal information to comply with applicable legal obligations. We might need to retain your information for tax purposes or fraud detection.

Who can you reach out to for privacy matters?

You can contact us at:

PhytoSmart

74 Orion Street, Brunswick, ME 04011

sales@phytosmart.com

(207) 281-2890

Do you need to lodge a complaint?

If you have any privacy complaint, you have the right to lodge a complaint with our supervisory authority using the contact info above.

Any update?

If we update our Privacy Policy to reflect a change or improvement of our services or a new legal obligation, we will publish the new version on our website, and we will make it clear on our home page www.phytosmart.com so it will be visible as you enter our store.

Cookies.

Cookies can be used to recognize you when you visit our Website, remember your preferences, and give you a personalized experience. Third party integrations on our Website also use Cookies. By using our Website or Services, you are agreeing to the use of Cookies and similar technologies for the purposes described in this Privacy Policy. It is possible to disable Cookies through your device or browser settings, but doing so may affect your ability to use the Website. The method for disabling Cookies may vary by device and browser, but can usually be found in preferences or security settings. To find out more about Cookies, including how to see what Cookies have been set and how to manage and delete them, visit allaboutcookies.org, or aboutcookies.org. Because there is no consistent industry understanding of how to respond to "Do Not Track" signals, we do not alter our data collection and usage practices when we detect such a signal from your browser.

Conditions Of Use

Agreement Between User And www.phytosmart.com

Welcome to www.phytosmart.com. The www.phytosmart.com website (the "Site") is comprised of various web pages operated by PhytoSmart. ("PhytoSmart"). www.phytosmart.com is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of www.phytosmart.com constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference. www.phytosmart.com is an E-commerce Site. PhytoSmart manufactures and sells SmartZYME™, the whole cell, natural DHA product.

Placing Your Order Online Or By Phone

Placing your order with PhytoSmart occurs once you enter your shipping information, payment information, review the order and submit the order. Once the Submit button is clicked, if paying by credit card, your card is charged instantly. If your order is placed via telephone using a credit card, your card is charged when the customer service representative submits your order. Your card is charged prior to your package being shipped.

For orders paid using your Paypal account, you will be redirected from PhytoSmart to Paypal to complete the transaction. Your order will then be submitted from your Paypal account, which will be charged immediately upon submission.

Privacy

Your use of www.phytoSMART.com is subject to PhytoSmart's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

Electronic Communications

Visiting www.phytoSMART.com or sending emails to PhytoSmart constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

Your Account

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that PhytoSmart is not responsible for third party access to your account that results from theft or misappropriation of your account. PhytoSmart and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion. PhytoSmart does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use www.phytoSMART.com only with permission of a parent or guardian.

Cancellation/Refund/Refusal Policy

An order that is refused at delivery will receive a refund of the product price within 30 days of receipt back to PhytoSmart, minus a \$15 refusal fee. Your initial (first) order is covered by our Satisfaction Guarantee: <https://www.phytoSMART.com/phytoSMART-guarantee>. An order that has been submitted will be shipped. There is no promise a submitted order will or can be canceled.

Links To Third Party Sites/Third Party Services

www.phytoSMART.com may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of PhytoSmart and PhytoSmart is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. PhytoSmart is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by PhytoSmart of the site or any association with its operators. Certain services made available via www.phytoSMART.com are delivered by third party sites and organizations. By using any product, service or functionality originating from the www.phytoSMART.com domain, you hereby acknowledge and consent that PhytoSmart may share such information and data with any third party with whom PhytoSmart has a contractual relationship to provide the requested product, service or functionality on behalf of www.phytoSMART.com users and customers.

No Unlawful Or Prohibited Use/Intellectual Property

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International Users

The Service is controlled, operated and administered by PhytoSmart from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the PhytoSmart content accessed through www.phytoSMART.com in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless PhytoSmart, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. PhytoSmart reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with PhytoSmart in asserting any available defenses.

Liability Disclaimer

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Termination/Access Restriction

PhytoSmart reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Maine and you hereby consent to the exclusive jurisdiction and venue of courts in Maine in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section. You agree that no joint venture, partnership, employment, or agency relationship exists between you and PhytoSmart as a result of this agreement or use of the Site. PhytoSmart's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of PhytoSmart's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by PhytoSmart with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and PhytoSmart with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and PhytoSmart with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes To Terms

PhytoSmart reserves the right, in its sole discretion, to change the Terms under which www.phyotosmart.com is offered. The most current version of the Terms will supersede all previous versions. PhytoSmart encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

PhytoSmart welcomes your questions or comments regarding the Terms:

PhytoSmart
74 Orion Street
Brunswick, ME 04011

Email Address:

sales@phyotosmart.com

Telephone number:

(207) 281-2890

Effective: December 20, 2019