

## **Terms**

By using this site, you agree to our terms of service and privacy statement. In these Terms “User” is used interchangeably with “The Client” and/or “Subscriber”.

### ***No promises, period.***

www.thepinkplan.com is a free service provided by Ascend Financials, LLC. Every effort has been made to provide accurate projections (not promises) based on official and “unofficial” collateral (including, but not limited to, printed, soft copy, in-person teaching, and audio files) provided by Mary Kay, Inc., their independent Sales directors and independent National Sales Directors. Thepinkplan.com is based on the marketing and business plan(s) provided by Mary Kay Inc. and as explained by their independent Sales directors and independent National Sales Directors. This site was created to provide independent beauty consultants a venue to view potential business income and profits based around sales averages cited by independent sales directors and independent National Sales directors, the retail cost of commonly sold products, estimated cost of goods sold, and the user’s individual goals.

It is impossible to guarantee or predict business income for independent beauty consultant. The amount of money you may make as a Mary Kay Independent Beauty Consultant depends upon many factors-- including personal goals and the amount of time and effort invested in a Mary Kay business. Therefore, [www.thepinkplan.com](http://www.thepinkplan.com) and Ascend Financials, LLC. assumes no liability and is making no concrete promises on the potential earnings of an independent beauty consultant business based on the number of hours devoted to business or personal earning goals. By complying to the Terms of www.thepinkplan.com you concede that all findings and projections contained in your “Pink Plan” are speculative and you willingly indemnify Ascend Financials, LLC. from any liability (financial and otherwise) or losses you may incur as a result of being an independent member of the Mary Kay sales force.

Renewal of The Agreement and acceptance of any additional orders shall be at Ascend Financials, LLC's sole discretion; Ascend Financials, LLC may change the scope of service at any time without notice to Subscribers.

### ***Liability and Representations***

Ascend Financials, LLC shall have no liability for any failure or delay resulting from any governmental action, fire, flood, insurrection, earthquake, power failure, riot, explosion, embargo, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown or any other condition beyond the control of Ascend Financials, LLC affecting service or access to data.

The User agrees to indemnify and hold Ascend Financials, LLC harmless against any and all expenses and losses of any kind (including, without limitation, any claim of trademark or copyright infringement, libel, defamation, breach of confidentiality, false or deceptive advertising or sales practices) and /or any material of The Client to which users can access through the service.

#### **Provision of Materials and Information**

The Client will provide all necessary materials and information, in accordance with Ascend Financials, LLC policies in effect from time to time including (without limitation) the manner of transmission to Ascend Financials, LLC and the time prior to release of the service. Ascend Financials, LLC shall not be required to publish any service that is not received in accordance with such policies.

Although Ascend Financials, LLC owns the data storage, databases, all rights to [www.thepinkplan.com](http://www.thepinkplan.com) and/or [www.ascendlive.com](http://www.ascendlive.com), [www.ascendfinancials.com](http://www.ascendfinancials.com), application(s) and services and its subscribers and users, we will never sell or share your client data with any third-parties or persons not affiliated with Ascend Financials, LLC. Affiliation with Ascend Financials, LLC includes, but is not limited to any sur-brands, present or future dividend holders, owners, franchisees, and direct/ indirect affiliates.

When Users/Subscribers indicate a Sales Director in our forms, we will inform your independent Sales Director or independent National Sales Director that you have created a “Pink Plan” so he/she can help you interpret and apply it to your individual business. We will also not utilize your data in our databases to market to your skin care/make-up clients, advertise to, or contact them for any other means of profit.

We respect the privacy of our users, and the privacy of their client data. By using our site(s) you agree to allow us to use, at our discretion, your info to contact you about updates, events, and promotions to [www.thepinkplan.com](http://www.thepinkplan.com), [www.ascendlive.com](http://www.ascendlive.com); [www.spendonpurpose.com](http://www.spendonpurpose.com), or any other site registered to Ascend Financials, LLC.

### ***Right to Reject Client, Construction, and Miscellaneous***

All contents of the service are subject to Ascend Financials, LLC reserves the right to reject or cancel any client, at any time.

No conditions other than those set forth in this Agreement shall be binding on Ascend Financials, LLC unless expressly agreed to in writing by Ascend Financials, LLC or it’s Principal Members.

The Agreement, (i) shall be governed by and construed in accordance with, the laws of the State of Washington, without giving effect to the principles of conflicts of law; (ii) may be amended only by a written agreement executed by an authorized representative of each party; and (iii) constitute the complete and entire expression of the agreement between the two parties, and shall supersede any and all other agreements, whether written or oral, between the parties.

### ***Ascend Financials, LLC. Privacy Statement***

#### **Acknowledgement and Acceptance of Terms**

Ascend Financials, LLC. is committed to protecting your privacy. This Privacy Statement sets forth our current privacy practices with regard to the information we collect when you or your computer interact with our website. By accessing [www.thepinkplan.com](http://www.thepinkplan.com), or [www.ascendlive.com](http://www.ascendlive.com), [www.prosperityapp.com](http://www.prosperityapp.com), or [www.ascendfinancials.com](http://www.ascendfinancials.com); you acknowledge and fully understand Ascend Financials, LLC’s Privacy Statement and freely consent to the information collection and use practices described in this Website Privacy Statement.

Participating Merchant Policies Related services and offerings with links from this website, including vendor/affiliate sites, have their own privacy statements that can be viewed by clicking on the corresponding links within each respective website. Online merchants and others who participate in Ascend Financials, LLC services are encouraged to participate in industry privacy initiatives and to take a responsible attitude towards consumer privacy. However, since we do not have direct control over the policies or practices of participating merchants and other third parties, we are not responsible for the privacy practices or contents of those sites. We recommend and encourage that you always review the privacy policies of merchants and other third parties before you provide any personal information or complete any transaction with such parties.

#### **Information We Collect and How We Use It**

Ascend Financials, LLC collects certain information from and about its users three ways: directly from our Web Server logs, the user, and with Cookies. You have the ability to accept or decline cookies. Most Web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies. If you reject cookies by changing your browser settings then be aware that this may disable some of the functionality on our Website.

### Personal Information Users

Visitors to our website can register to purchase services. When you register, we will request some personal information such as name, address, email, telephone number or facsimile number, account number and other relevant information. If you are purchasing a service, we will request financial information. Any financial information we collect is used only to bill you for the services you purchased. If you purchase by credit card, this information may be forwarded to your credit card provider. For other types of registrations, we will ask for the relevant information. You may also be asked to disclose personal information to us so that we can provide assistance and information to you. For example, such data may be warranted in order to provide online technical support and troubleshooting.

We will not disclose personally identifiable information we collect from you to third parties without your permission except to the extent necessary including: to fulfill your service requests for services, to protect ourselves from liability, to respond to legal process or comply with law, in connection with a merger, acquisition, or liquidation of the company.

### Contacting Us

If you have questions regarding our Privacy Statement, its implementation, failure to adhere to this Privacy Statement and/or our general practices, please contact us support@ascendfinancials.com or send your comments to: PO Box 30613 Spokane, WA 99223.

Ascend Financials, LLC will use commercially reasonable efforts to promptly respond and resolve any problem or question. These terms are subject to change without notice.