

Terms of Service

Terms of Service for thenaturalfox.com

Effective Date: September 16, 2026

This version supersedes the version effective January 1, 2026.

1. Introduction

Hello and welcome. This website is owned and operated by The Natural Fox, LLC, a Colorado limited liability company ("The Natural Fox," "we," "us," or "our"). By visiting our website and accessing the information, resources, services, products, or tools that we provide, you understand and agree to accept and adhere to the following terms and conditions, including the privacy provisions in Section 6 (together, the "Terms of Service" or "Agreement").

This Agreement is effective as of the date above and supersedes all prior versions.

We reserve the right to revise or change this Agreement from time to time at our sole discretion. If we make material changes, we will update the effective date above and, where appropriate, provide additional notice such as a website banner or email notification. It is your responsibility to periodically review this Agreement. Your continued use of the site after any modification constitutes your acceptance of the modified Terms.

This website is offered and available to users who are 18 years of age or older and reside in the United States or any of its territories or possessions. By using this website, you represent and warrant that you meet all of the foregoing eligibility requirements. If you do not meet these requirements, you must not access or use the website. We do not knowingly collect information from anyone under 18, and if we learn that we have done so, we will delete that information.

2. Responsible Use and Conduct

By visiting our site and accessing the information, resources, tools, and products we provide, whether directly or indirectly (collectively, "Resources"), you agree to use these Resources only for their intended purposes, as permitted by (a) the terms of this Agreement and (b) applicable laws, regulations, and generally accepted online practices or guidelines.

We reserve the right to withdraw or amend this website, and any service or material we provide on it, at our sole discretion and without notice. We are not liable if, for any reason, all or part of the website is unavailable at any time or for any period. We may also restrict access to some or all parts of the website. You are responsible for:

- Making all arrangements necessary for you to access the website.
- Ensuring that anyone who accesses the website through your internet connection is aware of, and complies with, these Terms.

Engaging in any activity that disrupts or interferes with our Resources, including the servers or networks connected to them, is strictly prohibited. Attempting to copy, reproduce, sell, duplicate, or resell our Resources without our prior written consent is strictly prohibited.

We provide open communication tools on our website, such as blog comments and other social features. We generally do not pre-screen or monitor content posted through these tools. If you use these tools, it is your responsibility to do so ethically and lawfully. By posting or otherwise distributing content through these tools, you agree that you will not upload, post, share, or otherwise distribute any content that:

- Is illegal, defamatory, threatening, abusive, harassing, degrading, intimidating, fraudulent, deceptive, invasive, racist, or contains suggestive, inappropriate, or explicit language.
- Infringes on any trademark, patent, trade secret, copyright, or other proprietary right of any party.
- Contains any unauthorized or unsolicited advertising.
- Impersonates any person or entity, including The Natural Fox, LLC or its employees or representatives.

You are responsible for any losses or damages we may directly or indirectly incur due to any unauthorized activity conducted by you, and you may incur civil or criminal liability for such conduct.

We reserve the right to remove any content we deem offensive, objectionable, inaccurate, or in violation of any third party's rights or this Agreement, at our sole discretion and without notice. We are not responsible for any delay or failure in removing such content. If we remove content you posted, you consent to that removal and waive any related claim against us.

3. User Accounts and Security

To access certain parts of the website, you may be asked to provide registration details or other information. You agree that all information you provide is accurate, current, and complete, and that you will keep it up to date.

If you are provided with a username, password, or other credential as part of our security procedures, you must treat that information as confidential and must not disclose it to any other person or entity. Your account is personal to you, and you agree not to allow anyone else to access the website using your credentials. Notify us immediately in writing at The Natural Fox, LLC, 8400 E Crescent Pkwy, Suite 600, Greenwood Village, CO 80111, of any unauthorized use of your account or any other breach of security. You should use caution when accessing your account on a public or shared device.

4. Intellectual Property and User Submitted Content

4.1 Our Content

All content and materials available on domains owned by The Natural Fox, LLC, including but not limited to text, graphics, the website name, images, code, and logos, are the intellectual property of The Natural Fox, LLC and are protected by applicable copyright and trademark law. Any reproduction,

display, distribution, or transmission of content on this site, other than as expressly authorized by us, is strictly prohibited.

4.2 User Submitted Content

Any content you submit to the site for possible publication is warranted by you to be your own original work and free of any third party copyrights or other rights. If you submit content, whether written or visual, that infringes any third party's rights, you agree to hold The Natural Fox, LLC harmless for any damages that result from publishing that content.

5. Limitation of Warranties and Liability

5.1 Limitation of Warranties

By using our website, you understand and agree that all Resources we provide are offered "as is" and "as available." We do not represent or warrant that:

- The use of our Resources will meet your needs or requirements.
- The use of our Resources will be uninterrupted, timely, secure, or free from errors.
- Information obtained through our Resources will be accurate or reliable, or that any defects in operation or functionality will be corrected.

Any content downloaded or otherwise obtained through the use of our Resources is done at your own discretion and risk, and you are solely responsible for any damage to your devices or any loss of data resulting from that download. No information or advice obtained from The Natural Fox, LLC, whether oral or written, creates any warranty not expressly stated in this Agreement.

5.2 Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE NATURAL FOX, LLC, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF, OR INABILITY TO USE, THE WEBSITE, ANY LINKED WEBSITES, OR ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES. THIS INCLUDES ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, AND LOSS OF DATA, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

6. Privacy and Data Collection

This section explains how we collect, use, and protect information about you, and describes the privacy rights available to you under applicable law, including the Colorado Privacy Act, the California privacy laws described in Section 6.6, and other state privacy laws that may apply to you.

6.1 Information We Collect

We may collect information you provide directly, such as your name, email address, and any information you submit through forms, comments, or other communication tools on the site.

If you make a purchase through the website, we collect the billing and payment details needed to process that transaction, such as your name, billing address, and payment card information. Payment processing is handled by our third party payment processor, Stripe, Inc., and we do not store your full payment card number on our own servers. Stripe collects and processes your payment information subject to its own privacy policy, available at stripe.com/privacy, and in accordance with applicable card network and data security standards, including PCI DSS. We use the transaction information we receive from Stripe to fulfill your order, maintain business records, prevent fraud, and comply with tax and accounting obligations.

We use Google Analytics to understand how visitors use the website, including information such as IP address, browser and device type, pages visited, and time spent on the site, collected through cookies and similar technologies. We use this information for site measurement and improvement only and do not use Google Analytics' advertising or remarketing features. You can control or opt out of this data collection through your browser settings or the Google Analytics Opt-out Browser Add-on, available at tools.google.com/dlpage/gaoptout.

6.2 How We Use Information

We use the information we collect to operate and improve the website, respond to your inquiries, moderate user-submitted content, and comply with our legal obligations. We do not sell your personal information.

6.3 Your Privacy Rights

The Colorado Privacy Act gives Colorado residents the right to confirm whether we process their personal data, access that data, correct inaccuracies, request deletion, obtain a portable copy, and opt out of certain processing such as targeted advertising, the sale of personal data, or profiling. Based on our current scale of operations, we do not currently meet the Colorado Privacy Act's applicability thresholds, but we honor these rights as a matter of policy for all visitors, not only Colorado residents. Residents of other states, including California as described in Section 6.6, may have similar rights under their own applicable laws. To exercise any of these rights, contact us in writing at The Natural Fox, LLC, 8400 E Crescent Pkwy, Suite 600, Greenwood Village, CO 80111. We will respond within a reasonable time and may need to verify your identity before completing your request. If we deny your request, you may appeal by writing to us at the same address, and we will respond to your appeal within 45 days.

6.4 Data Security and Retention

We use reasonable administrative and technical safeguards designed to protect the information we collect, though no method of transmission or storage is completely secure. We retain personal information only as long as reasonably necessary for the purposes described in this section or as required by law.

6.5 Email Communications and CAN-SPAM Compliance

If you provide your email address, whether to download an ebook or resource, subscribe to our list, or otherwise, we may send you commercial email communications. We manage our email list through our email service provider, ConvertKit. In sending these communications, we comply with the CAN-SPAM Act and its implementing regulations, including that we:

- Do not use false or misleading header information or deceptive subject lines.
- Identify the message as an advertisement where required.
- Include our valid physical postal address in every commercial email.
- Provide a clear and conspicuous way to opt out of future emails in every commercial message.
- Honor opt-out requests within 10 business days and do not sell, transfer, or otherwise share your email address after you opt out, other than as necessary to comply with law.

You can unsubscribe at any time using the link included in any email you receive from us, or by contacting us using the information in Section 10.

6.6 California Residents' Privacy Rights

This section addresses disclosures required under the California Online Privacy Protection Act (CalOPPA), which applies to this website regardless of its size. Based on our current traffic and revenue, we do not currently meet the applicability thresholds of the California Consumer Privacy Act as amended by the California Privacy Rights Act (CCPA/CPRA), which generally requires annual gross revenue over \$25 million, personal information from 100,000 or more California consumers or households in a year, or deriving 50% or more of annual revenue from selling or sharing personal information. We nonetheless extend the disclosures and rights below to California residents as a matter of policy, and will update this section if our thresholds change.

Conspicuous posting and effective date. This Agreement, including this Privacy and Data Collection section, is posted on our website and identifies its effective date at the top of this document, as required by CalOPPA.

Do Not Track and Global Privacy Control. Some browsers and browser extensions send a Global Privacy Control (GPC) or “Do Not Track” signal communicating a preference to opt out of the sale or sharing of personal information or targeted advertising. We honor GPC signals as a valid opt-out request under applicable law, including the Colorado Privacy Act and, where applicable, California law. Because we do not currently sell or share personal information or engage in targeted advertising, a GPC or Do Not Track signal will not change what information we collect about you today, but we will apply it accordingly if our practices change.

Categories of personal information. In the past 12 months, we have collected the following categories of personal information as those categories are defined under California law: identifiers (such as name and email address), and, if you make a purchase, commercial information and payment information collected on our behalf by Stripe. We collect this information for the purposes described in Sections 6.1 and 6.2. We do not sell or share personal information, as those terms are defined under the CCPA/CPRA, and we have not done so in the preceding 12 months.

Your California rights. California residents have the right to know what personal information we have collected about them, request deletion of their personal information, correct inaccurate personal information, and not be discriminated against for exercising these rights. We do not sell or share

personal information, so there is no sale or sharing to opt out of. To exercise any of these rights, contact us using the information in Section 10; we will verify your request and respond within a reasonable time.

Shine the Light. California Civil Code Section 1798.83 permits California residents to request certain information about our disclosure of personal information to third parties for their own direct marketing purposes. We do not disclose personal information to third parties for their own direct marketing purposes.

6.7 Changes to This Section

As our data practices evolve, including if we add payment processing, additional cookies, or analytics tools, we will revise this section and update the effective date at the top of this Agreement.

7. Indemnification

You agree to defend, indemnify, and hold harmless The Natural Fox, LLC, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of this Agreement, your User Submitted Content, or your use of the website, including any use of the website's content, services, and products other than as expressly authorized in this Agreement.

8. Dispute Resolution and Arbitration

Please read this section carefully. It affects your legal rights and requires you to resolve most disputes with us through binding individual arbitration rather than in court.

8.1 Agreement to Arbitrate

You and The Natural Fox, LLC agree that any dispute, claim, or controversy arising out of or relating to this Agreement or your use of the website (a "Dispute") will be resolved by binding arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules then in effect, rather than in court, except that either party may bring an individual claim in small claims court if it qualifies. The arbitration will be conducted in Denver, Colorado, or another mutually agreed location, or, if both parties agree, by videoconference or based on written submissions.

8.2 Class Action Waiver

You and The Natural Fox, LLC agree that any arbitration or claim will be conducted on an individual basis and not as part of a class, consolidated, or representative action. The arbitrator may not consolidate more than one party's claims and may not otherwise preside over any form of a class or representative proceeding.

8.3 Right to Opt Out

You may opt out of this arbitration agreement by sending written notice to The Natural Fox, LLC, 8400 E Crescent Pkwy, Suite 600, Greenwood Village, CO 80111, within 30 days of the date you first accept this Agreement. Your notice must include your name and a clear statement that you wish to opt out of arbitration. If you opt out of arbitration, all other parts of this Agreement will continue to apply.

8.4 Exceptions

Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in a court of competent jurisdiction to prevent actual or threatened infringement, misappropriation, or violation of a party's intellectual property rights.

9. Governing Law and Venue

All matters relating to the website and this Agreement, and any Dispute not subject to arbitration under Section 8, will be governed by and construed in accordance with the internal laws of the State of Colorado, without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding not subject to arbitration will be brought exclusively in the federal courts of the United States or the courts of the State of Colorado, located in the City and County of Denver. You waive any objection to the exercise of jurisdiction over you by such courts and to venue in such courts.

10. Contact Us

If you have any questions about this Agreement, please contact us at:

The Natural Fox, LLC
8400 E Crescent Pkwy, Suite 600
Greenwood Village, CO 80111