

TERMS OF USE
POLICY & PROCEDURES
REFUND POLICY

Effective Date: January 1, 2022

We at Coach Brooks Consulting LLC (“Company”, “we”, “us”) respect your privacy and want you to understand how we collect, use, and share data about you - our visitors, users and customers.

This Privacy Policy (“Policy”) addresses our data collection practices and describes your rights to access, correct, or restrict our use of your personal information. Unless we state otherwise, this Policy applies when you visit or use the Company website(s) our social media channels and related platforms.

By using the Platforms, you agree to the terms of this Policy, Refunds, our Terms of Service <https://> or any other agreement that governs your use of our Platforms (collectively, “Agreements”). You should not use our Platforms if you do not agree with the terms and conditions contained in these Agreements.

REFUND POLICY: Terms of Use

1. Terms By accessing and agreeing to participate in Classes, Courses, Ebook, Bootcamps, you are agreeing to be bound by these Terms of Use, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing our programs. The materials contained in our programs are protected by applicable copyright and trademark law. By accessing and joining our programs, you are also agreeing that our classes, courses, ebooks, and bootcamp programs is non-refundable once you sign up and make your payment. Since these are knowledge-based digital products and knowledge cannot be unlearned. You are not eligible to receive a refund because you will have immediate accessed to the training materials. Even if you only logged in ONCE. This policy is FIRM. If you FAIL to make your monthly payment you will be locked out of the system IMMEDIATELY. We recommend you using our pay in full option.

2. Use License

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- This license shall automatically terminate if you violate any of these restrictions and may be terminated by Company at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

3. Disclaimer

The materials on Coach Brooks website are provided 'as is'. Coach Brooks makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of

intellectual property or other violation of rights. Further, Coach Brooks does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its website or otherwise relating to such materials or on any sites linked to this site.

4. Limitations

In no event shall Coach Brooks be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to use the materials on Coach Brooks website, even if Coach Brooks or an authorized representative of Coach Brooks has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

5. Revisions and Errata

The materials appearing on Coach Brooks's website may include technical, typographical, or photographic errors. Coach Brooks does not warrant that any of the materials on its web site are accurate, complete, or current. Coach Brooks may make changes to the materials contained on its web site at any time without notice. Coach Brooks does not, however, make any commitment to update the materials.

6. Links

Coach Brooks has not reviewed all of the sites linked to its website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by Coach Brooks of the site. Use of any such linked website is at the user's own risk.

7. Site Terms of Use Modifications

Coach Brooks may revise these Terms of Use for its website at any time without notice. By using this website you are agreeing to be bound by the then current version of these Terms of Use.

8. Governing Law

Any claim relating to Coach Brooks's website shall be governed by the laws of Coach Brooks Owner's home jurisdiction without regard to its conflict of law provisions.

1. WHAT INFORMATION WE COLLECT

a. Information You Provide Us

We collect information you provide directly to us. For example, we collect information when you create an online account, sign up to receive our emails, communicate with us on the Platforms or via third-party social media sites, or order our products or services. The type of information we may collect include your:

- name
- email address

- zip code
- billing address
- shipping address
- phone number
- payment card information
- products or services ordered
- purchase date
- demographic information
- any other information you choose to provide

b. Automatically Collected Information through Tracking Technologies

When you visit or use the Platforms, we may use cookies, pixels, tags, web beacons, and other tracking technologies to collect information about your browsing and purchasing behavior. The type of information we may collect include:

- type of browser you use
- access times
- pages viewed
- time spent on pages
- links clicked
- your IP address
- the referring link through which you accessed the Site
- conversion information

2. WHAT WE USE YOUR INFORMATION FOR

We use collected information in a variety of ways, including to:

- provide the products and services you request;
- process transactions and send you related information (i.e., confirmations and receipts);
- respond to your comments, questions and requests and provide customer service;
- communicate with you about products, services, offers, promotions, and provide news and information we think will be of interest to you;
- send you technical notices, updates, security alerts, and support and administrative messages;
- better tailor our Platforms to your interests and needs;
- carry out profiling activities in order to learn more about you; and
- offer you tailored advertising based on your behavior on our Platforms.

3. WHO WE SHARE YOUR INFORMATION WITH

a. Publicly Shared Information

Any information that you voluntarily choose to share in a public area of our Platforms (e.g., by posting a comment to a blog post or leaving a review) will be available to anyone who has access to that content.

b. To Company Employees and Contractors

We may share your personal information within the Company to our employees and contractors in order to deliver our services and products to you.

c. Third-Party Service Providers

We use third-party service providers to collect and process personal information from or about you on our behalf. Examples include data analysis, marketing and advertising services, email and hosting services, customer services and support, hosting customer accounts, processing credit card payments, and collecting customer research or satisfaction surveys. They have access to the personal information needed to perform their functions.

d. Online Advertising Services

We use third-party advertising services, like Facebook, Instagram, tik tok and YouTube, to deliver advertising about our products and services on our Platforms, as well as other websites and applications you use. The ads may be based on information we have collected (as outlined above) and information these advertising providers know about you based on their tracking data. The ads can be based on your recent activity or activity over time and across other sites and services and may be tailored to your interests.

e. Analytic Services

We use third-party browser and mobile analytics services, like Facebook pixels on the Platforms. These services use tools to help us analyze your use of the Platforms, including information like the third-party website you arrive from, how often you visit, events within the Platforms, usage and performance data, and purchasing behavior. We use this data to improve the Platforms and provide information, products and services that may be of interest to you.

f. Law Enforcement, Legal Process and Compliance

We may disclose personal information about you (1) if we are required or permitted to do so by applicable law or legal process (such as a court order or subpoena), (2) to law enforcement authorities or other government officials to comply with a legitimate legal request, (3) when we believe disclosure is necessary to prevent physical harm or financial loss, (4) to establish, exercise or defend our legal rights, (5) in connection with an investigation of suspected or actual fraud or illegal activity or (6) otherwise with your consent.

g. Change of Ownership

We reserve the right to transfer to relevant third-parties any information we have about you in the event of a potential or actual sale or transfer of all or a portion of our business or assets (including in the event of a merger, acquisition, joint venture, reorganization, divestiture, dissolution or liquidation) or other business combination. In such case, we will require the relevant third parties to provide comparable levels of protection as we provide with respect to the information we share.

4. KEEPING YOUR INFORMATION SECURE

We have appropriate security measures in place to prevent personal information from being accidentally lost, or 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 regulator of a suspected data security breach where we are legally required to do so.

5. YOUR RIGHTS

Under the General Data Protection Regulation, you may have a number of important rights free of charge. Please note that for each of the rights below we may have valid legal reasons to refuse your request. In such instances, we will let you know if that is the case. In summary, your rights include:

- Fair processing of information and transparency over how we use your use personal information;
- Access to your personal information and to certain other supplementary information that this Policy 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.

For further information on each of those rights, including the circumstances in which they apply, see the Guidance from the US Information Commissioner's Office (ICO) on individual's rights under the General Data Protection Regulation.

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

- Email, call, or write to us (see "How to Contact Us" below);
 - Provide us enough information to identify you (e.g., account number, user name, registration details);
 - Provide us proof of your identity and address; and
 - Provide us sufficient information to which your request relates (e.g., any account or reference numbers).
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- **Email Communications:** If you would like to unsubscribe from any email marketing communications we send you, you can click on the unsubscribe link at the bottom of the message.
 - **Cookies and "Do Not Track" Signals:** Most web browsers are set to accept cookies by default. If you prefer, you can usually set your browser to remove or reject cookies, but note that doing so does not necessarily affect third party flash cookies used in connection with the Platforms. Further information about deleting and blocking cookies can be found at <http://www.allaboutcookies.org>.

Many web browsers support Do Not Track technology. To learn more about Do Not Track, visit: <http://www.allaboutdnt.org/>

The Company currently does have the ability to recognize Do Not Track Signals. If you enable Do Not Track, the Company will not use information about your web viewing activities on the Site.

- **Information from Third Parties:** To manage the information we receive about you from a social media site or other third parties, you will need to follow the instructions from that party for updating your information and changing your privacy settings, where available. The information we collect is covered by this Policy and the information the third-party collects is subject to such third party's privacy practices. Privacy choices you have made on any third-party site will not apply to our use of the information we have collected directly through our Platforms.

6. THIRD-PARTY SITES

The Platforms may contain features or links to websites and services provided by third parties. Any information you provide on third-party sites or services is provided directly to the operators of such services and is subject to those operators' policies, if any, governing privacy and security, even if accessed through the Platforms. We are not responsible for the content or privacy and security practices and policies of third party sites or services to which links or access are provided through the Platforms. We encourage you to learn about third parties' privacy and security policies before providing them with information.

7. DATA RETENTION

We will retain your complete enrollment information, including your name, email address, services you bought and products you have opted in for, for an indefinite period of time.

If you wish to have your information deleted, please contact us (see "How to Contact Us" below).

8. OUR POLICY CONCERNING MINORS

Minors should not use the Platforms. If we learn that we've collected personal data from a minor, we will take reasonable steps to delete it. Parents who believe that Company may have collected personal information from a minor can submit a request that it be removed by contacting us (see "How to Contact Us" below).

9. NOTICE TO CALIFORNIA RESIDENTS

If you are a California resident, you have the right to request certain details about what personal information we share with third parties for those third parties' direct marketing purposes. To submit your request, please contact us (see "How to Contact Us" below) with the phrase "California Shine the Light" and include your mailing address, state of residence, and email address.

10. CHANGES AND UPDATES TO THIS POLICY

We may change this Policy from time to time. If we make changes, we will notify you by revising the date at the top of this Policy, and in some cases, we may provide you with additional notice (such as sending you an email notification). We encourage you to review the Policy whenever you interact with us to stay informed about our information practices and the ways you can help protect your privacy.

11. HOW TO CONTACT US:

If you have any questions about this Privacy Policy, Terms of Service, or the information we hold about you, please contact us at:

Vinyl 2 Vinyl, LLC

Coach Brooks Business Consulting
contactus@latashabrooks.com