

Privacy Policy

WHEREAS xchange respects its user’s privacy.

WHEREAS this Privacy Policy summarizes what personal information we collect, how we use and disclose this information, and how you can get in touch with us to correct any issues or inaccuracies in the information we collect. It applies only to information collected by Flourishing Leadership Institute dba xchange, its website <https://www.xchangeapproach.com/>, and any affiliated third-party websites and applications including but not limited to social media accounts.

WHEREAS by engaging with xchange. and using its website <https://www.xchangeapproach.com/>, and any affiliated third-party websites and applications including but not limited to social media accounts, you signify your consent to the terms of our Privacy Policy contained herein. If you do not agree with any terms of this Privacy Policy, please do not use this Site or submit any personal information to us.

WHEREAS we reserve the right to modify or make changes to this Privacy Policy at any time. We will reflect any such modifications to this Privacy Policy on our Site. It is your responsibility to ensure your consent to this Privacy Policy is ongoing and informed. Please visit the Site frequently to ensure you inform yourself of the terms herein because your continued use of the Site after any such changes constitutes your acceptance of this Privacy Policy, as revised.

1. WHAT PERSONAL INFORMATION WE COLLECT.

- a. Personal information is information about an identifiable individual (“Personal Information”). Flourishing Leadership Institute dba xchange, (hereinafter the “Company”, “We”, and/or “Us”) collects its user’s (hereinafter “Your” and/or “You”) Personal Information when You voluntarily choose to provide it to the Company, its website <https://www.xchangeapproach.com/>, and any affiliated third-party websites and applications including but not limited to social media accounts (the “Site”), or when You provide it to Us through other means.
- b. We may collect Personal Information when You:
 - i. Contact Us through email, telephone, mail, calendar scheduling, via Direct Message on a social media application; or other correspondence;
 - ii. Register for a service We provide;
 - iii. Register to receive a free resource from Us; or
 - iv. Register to receive our newsletter.
- c. The Personal Information We may collect will depend on the means in which You provide Us with Your Personal Information, the service You request, and may include Your full name, contact information, such as Your address, telephone number, email address, social media handle and/or any other Personal Information that You choose to submit to Us.
- d. You are always in control of Your Personal Information. It is Your decision whether to disclose Personal Information to Us, however, if You choose not to provide Us with Your Personal Information, We reserve the right to refuse to provide You with any products or services provided by Us.

2. HOW WE COLLECT YOUR INFORMATION.

- a. When You visit our Site, We may collect information that is automatically sent to Us by Your web browser. This information may include Your domain name, and Your numerical IP address. We may also collect other information, such as the type of browser You use, which pages You view, and the files You request.
- b. We may use “cookies” and other similar devices on this Site to enhance functionality. These devices may track information which includes, but is not limited to: (i) IP address; (ii) the type of web browser and operating system used; and (iii) the pages of the Site visited. If You wish to disable cookies, refer to Your browser help menu to learn how. If You disable cookies, You may be unable to access some features on this Site.
- c. We also actively use various third-party websites and applications, such as, but not limited to: Instagram, YouTube, Facebook, Linked-In, and WhatsApp .These may collect Your IP address and require cookies to work properly. These services are governed by the privacy policies of the third-party providers and are not within the control or scope of the Company.

- d. We only have access to/collect information that You voluntarily give Us or by information collected when You visit our Site, including cookies, third party tracking technologies, and server logs. We do not have access to, nor do We collect, information that You do not consent to provide to Us.
- e. We use this information to better understand how visitors use our Site, and to improve our Site to better meet Your needs. The amount of information that is sent by Your web browser depends on the browser and settings You use. Please refer to the instructions provided by Your browser if You want to learn more about what information it sends to websites You visit, or how You may change or restrict this.

3. HOW WE USE AND DISCLOSE PERSONAL INFORMATION.

- a. The Personal Information We collect may be used by Us for the purposes for which it was collected, as provided in this Privacy Policy, or for other purposes that are disclosed to You at the time of Your providing that information to Us and to which You consent.
- b. For example, We may use Your Personal Information to: respond to Your inquiries; supply You with requested products or services; send You informational or promotional communications; to carry out other purposes that are disclosed to You and to which You consent; to carry out any other purpose permitted or required by law. We may transfer Personal Information to third party service providers that assist Us with carrying out these purposes. We may transfer Personal Information to third parties that are in collaboration with event production that assist Us with carrying out these purposes.
- c. Some or all of the Personal Information We collect may be stored or processed in jurisdictions outside of the United States of America. As a result, this information may be subject to access requests from governments, courts, or law enforcement in those jurisdictions according to laws in those jurisdictions.
- d. We warrant that We are and shall remain the sole owners of the information collected on the Site, including Your Personal Information, however, We reserve the right to transfer Personal Information in the event that We merge with or are acquired by a third party. We also may disclose Your Personal Information for any other purpose permitted by law or to which You consent. We shall not sell or rent your information, including Personal Information, to any third parties.
- e. Unless You explicitly ask Us not to, pursuant to Clause 7 below, We retain the right to contact You in the future to tell You about promotions, new products or services, or changes to this Privacy Policy.

4. HOW WE KEEP AND PROTECT YOUR PERSONAL INFORMATION.

- a. The security of Your Personal Information is important to Us. We protect Your Personal Information by maintaining physical, organizational and technological safeguards appropriate to the sensitivity of such Personal Information. Personal Information may only be accessed by persons within our organization who require such access to provide You with the services indicated above. The computers/ services in which We maintain Personal Information are kept in a secure and password-protected environment.
- b. We retain Personal Information that We collect only as long as necessary for the purposes for which it was collected, to meet legal requirements, to demonstrate that We have met any obligations which may be owing to You pursuant to contract, but not common law, to preserve our rights for any claims which might be made against Us pursuant to any legal limitations periods prescribed by law. We destroy Personal Information when it is no longer needed.
- c. While We do have a legitimate interest in taking precaution to protect Your Personal Information and other information provided to Us by You, and shall take all reasonable precautions to protect Your information against unauthorized access, unlawful processing, accidental loss or misrepresentation, destruction or damages, You hereby accept and agree that We do not guarantee Your transmission of information and Personal Information using electronic means to Us is without risk, and You hereby release the Company from any potential liability resulting from, and indemnify the Company for, any damages that arise as a result of any unlawful processing, accidental loss, destruction and damage of Your information. In the event that We become aware of a breach, You will be notified via email.

5. INTERNATIONAL COMPLIANCE.

- a. If You are a California resident, You have the right to request information from the Company regarding the manner in which We use and/or store Your personally identifiable information and share Your information with third parties. You may contact Us at the following email address: hello[AT]xchangeapproach.com.
- b. The data controller responsible for Your personal information for the purposes of General Data Protection Regulation (“GDPR”) compliance is: hello[AT]xchangeapproach.com.

6. ACCESS TO, CORRECTIONS & OPT- OUT.

- a. You have a right to access Your Personal Information and to request a correction to it if You believe it is inaccurate. If You have submitted Personal Information and would like to have access to it, or if You would like to have it corrected, please contact Us using the contact information provided below.
- b. You also have a right to opt-out of any future communications from the Company and ask Us to delete any data We have about You. You can do this by contacting Us using the contact information provided below.

7. HOW TO CONTACT US.

- a. If You have any questions regarding this Privacy Policy, to access Your information, or make any changes if We have collected incorrect information, please contact Us at hello@xchangeapproach.com.

Website Terms of Use

WHEREAS these terms of use explain how users may use the website <https://www.xchangeapproach.com/> and all associated web pages;

WHEREAS a user’s access to and use of the website <https://www.xchangeapproach.com/> and all associated web pages is subject to these terms;

WHEREAS if a user does not agree with one or more of these terms, they are hereby asked not to access or use the site; and

WHEREAS a user who has used or accessed this website is deemed to have accepted these terms of use.

1. ACCEPTANCE OF THE TERMS OF USE.

- a. These terms of use explain how the person accessing or using the Site or its Content (hereinafter "You", "Your", a “User”) may use the website <https://www.xchangeapproach.com/> and all associated web pages (hereinafter the/this/our "Site").
- b. The Site is operated by xchange (hereinafter "We", "Us" or "Our").
- c. You should read these terms and conditions carefully before using the Site or accessing or submitting any text, images, video, audio or other multimedia content, software or other information or material (hereinafter “Content”). By accessing or using this Site or otherwise indicating Your consent, You agree to be bound by these terms of use and the documents referred to in them.
- d. If You do not agree with or accept any of these terms, You should cease using the Site immediately. If You have any questions about this Site, please contact hello@xchangeapproach.com

2. RESTRICTIONS ON USE.

- a. The Site is for Your personal and non-commercial use only.
- b. You agree that You are and will remain solely responsible for all costs and expenses You may incur in relation to Your use of the Site and shall be solely responsible for keeping Your password and other account details confidential.
- c. We reserve the right to prevent or suspend Your access to the Site if You do not comply with any part of these terms of use or any applicable law.

3. OWNERSHIP, USE AND INTELLECTUAL PROPERTY RIGHTS.

- a. This Site and all intellectual property rights in the Site (including without limitation any Content) are owned by Us and/or Our licensors. We and Our licensors reserve all our intellectual property rights (which include without limitation all copyright, trademarks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind) whether registered or unregistered, including moral rights.
- b. Nothing in these terms and conditions grants You any rights in the Site other than as necessary to enable You to access the Site.
- c. You shall not attempt to reverse engineer, copy, modify, distribute, license, revise, transfer, sell or otherwise make available to any third party, create derivative works from, or exploit in any way the Site or its Content except as permitted by Us under these terms or as expressly provided under applicable law.
- d. All contents of this Site are Our Copyright © 2024, or Our licensors. All rights reserved.

4. SUBMITTING INFORMATION TO THE SITE.

- a. While We do take commercially reasonable efforts to protect your information, the Site is not a secure means of communication and any information You supply to Us will not be kept confidential.
- b. Any submission made to Us by You is deemed to be our property by fact of its submission. By transmitting or posting any submission or other material to Us, You agree that, subject to our Privacy Policy (linked for your convenience at Section 9

(g)), We are entitled to use any such information in any manner We see fit on a free of charge basis. We shall not be subject to any obligation of confidentiality nor be liable for any use and/or disclosure of such submissions.

- c. Where our Site enables You to communicate with Us and/or other users of the Site, You may not use the Site to transmit harmful or offensive (e.g., violent, obscene, discriminatory, defamatory, mean or otherwise illegal) communications or material (viruses or malware or other similar harmful software code) which might otherwise bring Us or the Site into disrepute or otherwise use the Site or its Content in a way that brings Us or any third party into disrepute or causes Us to be liable to any third party.
- d. Although We reserve the right to monitor, edit, review or remove discussions, chats, postings, transmissions, bulletin boards and similar communications on the Site from time to time, We are under no obligation to do so and assume no responsibility or liability arising from any Content posted on the Site nor for any error, omission, infringement, defamatory statement, obscenity or inaccuracy contained in any such information.

5. ACCURACY OF INFORMATION & DISCLAIMER.

- a. While We use reasonable efforts to include accurate and up-to-date information on the Site, We do not represent, warrant or promise (whether expressly or by implication) that any Content is or remains available, accurate, complete and up to date, free from bugs, errors or omissions or fit or suitable for any purpose.
- b. Any reliance You may place on the information on this Site is at Your own risk and We may suspend or terminate operation of the Site at any time at our sole discretion. Nothing in these terms and conditions shall operate to prejudice any mandatory statutory requirement or Your statutory rights.
- c. Content on the Site is provided for Your general information purposes only and to inform You about Us and our products and news, features, services and other websites, which may be of interest. It does not constitute technical, financial, legal or professional advice or any other type of advice and should not be relied on for any purpose.

6. AVAILABILITY OF SITE & PRODUCTS AND SERVICES.

- a. While We make commercially reasonable efforts to ensure that the Site is available, We do not represent, warrant or guarantee in any way the Site's continued availability at all times or uninterrupted use by You of the Site.
- b. Additional terms and conditions apply to purchases of products and services described in this Site. Additional terms and conditions may also apply to specific functions available on this Site.
- c. This Site is not intended for use by children under the age of 18. Use of this Site is void where prohibited by applicable law.

7. HYPERLINKS AND THIRD PARTY SITES.

- a. The Site may contain hyperlinks or references to third-party websites other than the Site. Any such hyperlinks or references are provided for Your convenience only. We have no control over third-party websites and accept no responsibility for, nor is our use an endorsement of, any content, material or information contained in them. Your use of a third-party site may be governed by the terms and conditions of that third-party site.
- b. We make reasonable efforts to ensure that this Site is virus- and malware-free, but do not guarantee that this is the case. You are responsible for the entire cost of any service, repairs or corrections necessary as a result of use of this Site.
- c. If you choose to buy a product or service that is linked on this Site, we may earn a small commission without any cost to you.

8. WARRANTIES AND LIMITATION OF LIABILITY.

- a. You agree that Your use of the Site is on an "as available" basis. As stated above, except as otherwise expressly required by applicable law, we make no representations, warranties, conditions or other terms (whether express or implied) in relation to the provision of the Site, including without limitation as to completeness, accuracy and currency or any Content on the Site, or as to satisfactory quality or fitness for a particular purpose.
- b. To the maximum extent permitted by applicable law, We exclude all liability (whether arising in contract, tort, breach of statutory duty or otherwise) which We may otherwise have to You as a result of any error or inaccuracies in any Content, the unavailability of the Site for any reason, and any representation or statement made on the Site.
- c. We will not be liable for any loss or damage We cause which We could not reasonably anticipate when You started using the Site, for example if You lose revenue, salary, profits or reputation as a result of Your use of the Site and/or the acts or omissions of any third party such as other users of the Site, or any other indirect or consequential loss or damage You may incur in relation to the Site and its Content.

- d. Under no circumstances shall our total liability to You for any and all claims arising from Your use of the Site (including the downloading or use of any Content) exceed, to the extent permitted by law, the amounts paid by You to Us in relation to Your use of the Site or its Content, and if You have not paid Us any monies in relation to the Site, our total liability to You shall, under no circumstances, exceed (USD (\$0.))

9. GENERAL.

- a. These terms are dated using the date at the bottom of this document. No changes to these terms are valid or have any effect unless agreed by Us in writing.
- b. We reserve the right to vary these terms and conditions from time to time. Our new terms will be displayed on the Site and by continuing to use and access the Site following such changes, You agree to be bound by any variation made by Us. It is Your responsibility to check these terms and conditions from time to time to verify such variations.
- c. Unless otherwise expressly stated in these terms and conditions, all notices from You to Us must be in writing and sent to our contact address at hello[AT]xchangeapproach.com and all notices from Us to You will be displayed on our Site from to time.
- d. We shall have no liability to You for any breach of these terms caused by any event or circumstance beyond our reasonable control including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, pandemic, government mandated lockdown, explosion or accident.
- e. If any part of these terms and conditions is unenforceable (including any provision in which We exclude or limit our liability to You) the enforceability of any other part of these terms and conditions will not be affected. If We choose not to enforce any right that We have against You at any time, then this does not prevent Us from later deciding to exercise or enforce that right.
- f. You have read Company’s Privacy Policy <https://www.xchangeapproach.com/privacy-policy/>, the terms of which appear on this Site and are incorporated into these terms of use. You agree that the terms of the Privacy Policy are reasonable and shall be subject to these terms in the event of any conflict or inconsistency. You consent to the collection, use and disclosure of Your personal information by Company or its agents or representatives in accordance with the terms of and for the purposes set forth in the Privacy Policy.
- g. These terms may also be supplemented or replaced by additional terms ("Additional Terms") relating to specific Content, goods or services made available or supplied by Us using the Site. Additional Terms will be made available on relevant pages of the Site and will be accessible by You for Your acceptance before You place an order. Additional Terms shall prevail to the extent that there is any conflict or inconsistency with any other of these terms.
- h. This Site is intended for and directed to residents of the United States of America over the age of 18 years.
- i. We seek to make this Site as accessible as possible. If You have any problems accessing this Site or the content contained on it, please contact Us at hello[AT]xchangeapproach.com
- j. You may not assign, sublicense or otherwise transfer any of Your rights and obligations in these terms to any other person.
- k. Your use of this Site and its contents will be governed by the laws of the State of Ohio and any applicable federal laws of the United States of America, and the courts of the State of Ohio will have exclusive jurisdiction over any legal disputes relating to this Site.
- l. The parties acknowledge that they have required that these terms and conditions and all related documents be prepared in English. Les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais.

10. CONTACT US.

- a. We value Your visit to this Site and welcome any questions or comments You might have about the site, these terms of use or any of the products or services offered by Us. Please reach out to us at hello[AT]xchangeapproach.com to get in touch.

Last Modified: August 23, 2024

For an offline copy of these terms, click [here](#)