

Terms and Conditions

Terms and Conditions of Use for A.N.B. Membership under Zmuda Real Estate Network, LLC

Last Updated on April 2nd, 2025

NOTICE: These Terms and Conditions of Use are legally binding. It is your responsibility to read these Terms and Conditions of Use carefully prior to purchase, Use or access of any of our products, including online courses. These Terms and Conditions apply to all **Zmuda Real Estate Network, LLC** Online Content and Courses.

TERMS OF SITE & COURSE ACCESS AND PRODUCT PURCHASER AGREEMENT

All programs, products, and services are owned and provided by **Zmuda Real Estate Network, LLC** ("Company" or "We" or "Us" or "Our"). The term "You" or "Your" refers to any user or purchaser of said program(s), product(s) or service(s) (the "Offering"). These Terms and Conditions of Use govern and define how You are allowed to use and access the Company's Offering. We reserve the right to update and change these Terms and Conditions of Use at any time and will update them accordingly with the 'date last updated' at the top of this page.

You are legally bound to these Terms and Conditions of Use whether You have read them. If You do not agree with any of Our Terms and Conditions of Use, please email Us at kindjourneycoaching@gmail.com and We will make reasonable efforts to remove Your name, email, and access to Our Offering and website(s).

GENERAL PROVISIONS

This website is owned and operated by **Zmuda Real Estate Network, LLC** a Minnesota limited liability company.

Use of this website is at Your own risk. We host Our site on a reputable platform and take reasonable efforts to maintain and host the site. However, we make no explicit representations or warranties as to the safety of Your individual use of the website. The Terms and Conditions contained on this page are subject to change at any time.

YOUR PRODUCT OR COURSE USE AND CONSENT

When You purchased Our Offering, you were given a reasonable notice that these Terms and Conditions of Use existed. By moving forward with Your purchase of the Offering and further access of the Offering, You implicitly agreed and continue to agree to abide by these Terms and Conditions of Use, as well as any disclaimers and privacy disclosures contained in these Terms and Conditions of Use.

You agree You are at least 18 years old or of age in Your applicable jurisdiction to access the Offering. If you are younger than 18 but above the required age for consent to use online services where you live (for example, 13 in the US or 16 in Ireland), you may not access the Offering, but we encourage you to invite a parent or guardian to open an account and help you enroll in courses that are appropriate for you. If you are below this age of consent to use online services, you may not access the Offering under any circumstance. If we discover that you have done so in violation of these rules, we will terminate your account. Access of Our Offering and related materials by a minor is a violation of use, and We reserve the right to terminate Your access if such an issue is discovered.

INTELLECTUAL PROPERTY NOTICE

All text, designs, graphics, trademarks, and service marks are owned by and property of **Zmuda Real Estate Network, LLC** or the properly attributed party (the "Intellectual Property"). It is a violation of federal law to use any of the Intellectual Property in whole or in part, and modification of any materials contained on this site is illegal and may be prosecuted to the fullest extent permissible should We choose to do so, including asking for financial penalties (damages) and/or an injunction forcing You to stop using Our intellectual property immediately.

You may use Our Intellectual Property with clear and obvious credit back to Our site, as well as links back to the page where the materials, designs, images, text, quote, or post is located when it is appropriate to do so. However, You may never claim any of Our intellectual property as Your own or Your unique creation, even with attribution, or use any Intellectual Property within the Offering that is attributed to a third-party.

ONLINE COURSE INTELLECTUAL PROPERTY

LIMITED LICENSE

Any and all materials, paid or free, that You access on this or any related domains that contain Our Offering are under the sole ownership or licensed use of **Zmuda Real Estate Network, LLC**

To be clear, We own Our page layout and design, overall look and appearance, individual graphics, icons, videos, written material, logos, taglines, and trademarks (common law or federally registered). You are not allowed to reproduce any part of Our website(s), program(s), product(s), service materials, or related communications.

You are only receiving a limited, non-transferable, non-exclusive, revocable license for non-commercial use only to access any content or materials in the Offering You have paid for or opted to receive. You acknowledge that if You exceed the scope of this license, as determined by a legal authority such as a court of law or the Trademark Trial and Appeals Board, You have committed infringement in a manner that materially harms Us, and We have the right to seek damages and/or an injunction to remedy the situation until We are made whole.

You may:

- Access the Offering for Your personal use (if additional members of Your team need to access the Offering, You must purchase additional Offerings at one per each team member).
- Download and/or print any Offering materials for Your personal use in Your business (if additional members of Your team need to download and/or print any materials from the Offering, You must purchase additional Offerings at one per each team member).
- Use Our trademarks and copyrighted materials with **Our prior written consent and proper credit** and marking, namely, citing **Zmuda Real Estate Network, LLC** as the source of the materials and marking any federally registered trademarks with ® or common law trademarks with ™ in accordance with the below.

You may not:

- Re-sell or trade Your access to the Offering.
- Share the Offering with anyone else who has not yet purchased it or opted in to receive it.
- Reprint or republish any of the Offering, in part or in whole.
- Distribute any of the materials contained in the Offering or related materials and/or communications as Your own, otherwise known as stealing.
- Reproduce and alter, edit, remix, or in any way create a derivative of any part or whole of the Offering for distribution as Your own work.
- Claim ownership or use over any of Our Intellectual Property without Our prior consent, which includes (but is not limited to): copyrights such as course materials, worksheets, workbooks, lessons, videos, and other content; trademarks such as names, logos, taglines, or other unique source identifiers; or trade dress including the look and feel of the Offering (and its related communications and materials).
- Use Our Offering or any related materials and/or communications in an unlawful way or for any illegal or unlawful purpose(s).

REQUEST FOR PERMISSION TO USE CONTENT

If You wish to use, publish, or access any of Our content, Offering(s), or related materials, You must do so by requesting and receiving written permission prior to commencing use of the same by emailing Us at kindjourneycoaching@gmail.com.

CIVIL AND CRIMINAL PENALTIES

Even though Our Offering is not necessarily something You can physically hold in Your hand and walk away with, it is nevertheless considered theft to steal, infringe, or otherwise violate these Terms and Conditions of Use. We reserve the right to prosecute infringers to the fullest extent allowed by criminal or civil statute in any authority allowed. You explicitly consent to personal jurisdiction of and exclusive venue in the federal and state courts located in and serving Wabasha County, Minnesota by opting into or purchasing any Offering or accessing its related communications and/or materials.

SECURITY AND ASSUMPTION OF RISK

SECURITY

It is Your responsibility to secure Your username and password from theft or any other means of unauthorized use that would violate these Terms and Conditions of Use. We do not store any whole credit card numbers or payment information, and instead, these are processed through third-party processors such as Stripe or PayPal. By utilizing these payment processors to gain access to the Offering, You indemnify Us and instead assume any and all risk or liability for the security of the payment details, and agree to be bound by the third-party payment processor's applicable terms and conditions of use.

CONFIDENTIALITY

You have no right to confidentiality unless otherwise explicitly stated, such as in a subsequent client agreement, or otherwise implicitly agreed upon as mandated by law or fiduciary duty.

ASSUMPTION OF RISK

By accessing Our Offering and/or related materials, whether paid or unpaid, You assume all the risk of Your access and any subsequent actions You choose to take as a result of the influence, information, or educational materials provided to You.

YOUR COMMUNICATIONS

Any communications made through Our 'contact', blog, blog comments, newsletter sign up, or other related pages, or directly to Our phones or mailing or email addresses is not held privileged or confidential and is subject to viewing and distribution by third parties. We own all communications displayed on Our website, servers, comments, emails, or other media as allowed by U.S. law and will not give credit or pay royalties for unsolicited user-generated content such as blog comments or emails. For more information on when and how We store and use Your communications or any data provided by You in those communications, please refer to Our Privacy Policy on this page.

We maintain a right to republish any submission in whole or in part as reasonably necessary during Our business. You agree not to submit any content or communications that could be illegal or serve an unlawful purpose, including, but not limited to communications that are potentially libelous or maliciously false, obscene, abusive, negligent, or otherwise harmful or inappropriate.

DISCLAIMERS

Our website and related materials are provided for educational and informational use only. You agree to indemnify and hold harmless Our website and company for any direct or indirect loss or conduct incurred as a result of Your use of Our website and any related communications, including as a result of any consequences incurred from technological failures such as a payment processor error(s) or system failure(s).

While We may reference certain results, outcomes or situations on this website, You understand and acknowledge that We make no guarantee as to the accuracy of third-party statements contained herein or the likelihood of success for You as a result of these statements or any other statements anywhere on this website. If You have medical, legal, or financial questions, you should consult a medical professional, lawyer, or CPA and/or CFP, respectively. We expressly disclaim any and all responsibility for any actions or omissions You choose to make as a result of using this website, related materials, products, courses, or the materials contained herein.

This website is updated on a regular basis and while We try to make accurate statements in a timely and effective manner, We cannot guarantee that all materials and related media contained herein are entirely accurate, complete, or up to date. You expressly acknowledge and understand that any information or knowledge You gain because of using this website is used at Your own risk. If You should see any errors or omissions and would like to let Us know, please email Us at kindjourneycoaching@gmail.com

EARNINGS DISCLAIMER

You agree that You understand individual outcomes will vary. Case studies or testimonials are not indicative of typical results. Each individual approaches Our Offering(s) with diverse backgrounds, disposable income levels, motivation, and other factors that are outside of Our control. Therefore, we cannot guarantee Your success merely upon access or purchase of Our Offering(s) or related material(s).

GENERAL DISCLAIMER

To the fullest extent permitted by law, We expressly exclude any liability for any direct, indirect, or consequential loss or damage incurred by You or others in connection with Our Offering(s), including without limitation any liability for any accidents, delays, injuries, harm, loss, damage, death, lost profits, personal or business interruptions, misapplication of information, physical or mental disease, condition or issue, physical, mental, emotional, or spiritual injury or harm, loss of income or revenue, loss of business, loss of profits or contracts, anticipated savings, loss of data, loss of goodwill, wasted time, and for any other loss or damage of any kind, however and whether caused by negligence, breach of contract, or otherwise, even if foreseeable. We are not medical, legal, financial, or other professionals, or if We are, during this Offering and related material(s), We are not offering Our professional services and You expressly agree We are not acting in any professional capacity, including medical, legal, financial, or otherwise during this Offering. This Offering is for educational and entertainment purposes only. None of the Offering or its related material(s) should be construed as medical, legal, or financial advice.

THIRD PARTY DISCLAIMER

You acknowledge and agree that We are not liable for any defamatory, offensive, or illegal conduct of any other participant or user, including You.

WARRANTIES DISCLAIMER

WE MAKE NO WARRANTIES AS TO OUR OFFERINGS, PROGRAMS, PRODUCTS, SERVICES, OR PROGRAM MATERIALS. YOU AGREE THAT OFFERINGS, PROGRAMS, PRODUCTS, SERVICES, OR PROGRAM MATERIALS ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE PROGRAMS, PRODUCTS, SERVICES, OR PROGRAM MATERIALS WILL BE FUNCTIONAL, UNINTERRUPTED, CORRECT, COMPLETE, APPROPRIATE, OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY PART OF THE WEBSITE, OR CONTENT ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF OUR PROGRAM, PRODUCT, OR SERVICES MATERIALS, OR ON THIRD-PARTY WEBSITES IN TERMS OF THEIR CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY, OR OTHERWISE.

TECHNOLOGY DISCLAIMER

We make reasonable efforts to provide You with modern, reliable technology, software, and platforms from which to access Our Offering(s) and related material(s). However, in the event of a technological failure, You accept and acknowledge Our lack of responsibility for said failure, and while We will make reasonable efforts to support You, some technological issues are far outside Our control and will require You to access support from a third-party provider, such as Squarespace.

UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING, DIRECTLY OR INDIRECTLY, FROM ANY EVENT OF FORCE MAJEURE OR OTHER CAUSE BEYOND OUR OR THEIR CONTROL INCLUDING, WITHOUT LIMITATION, ACTS OF GOD, WAR, EQUIPMENT AND TECHNICAL FAILURES, ELECTRICAL POWER FAILURES OR FLUCTUATIONS, STRIKES, LABOR DISPUTES, RIOTS, CIVIL DISTURBANCES, SHORTAGES OF LABOR OR MATERIALS, NATURAL DISASTERS, GOVERNMENTAL ACTIONS, ORDERS OF DOMESTIC OR FOREIGN COURTS OR TRIBUNALS, OR NON-PERFORMANCE OF THIRD PARTIES. NEITHER WE NOR ANY OTHER INDEMNIFIED PARTY IS RESPONSIBLE OR LIABLE FOR: (A) ANY INCOMPATIBILITY BETWEEN THE WEBSITE AND ANY SITE, SERVICE, SOFTWARE OR HARDWARE; OR (B) ANY DELAY OR FAILURE YOU MAY EXPERIENCE WITH ANY TRANSMISSION OR TRANSACTION RELATED TO THE OFFERINGS.

ERRORS AND OMISSIONS

We make no warranty or guarantee as to the accuracy, timeliness, performance, completeness, or suitability of the information in Our Offering(s). We are not liable for any inaccuracies, errors, or reliance on personal opinions contained in Our Offering(s) or related material(s).

INDEMNIFICATION, LIMITATION OF LIABILITY, AND RELEASE OF CLAIMS**INDEMNIFICATION**

You agree at all times to indemnify and hold harmless Our Company, as well as any of Our affiliates, agents, contractors, officers, directors, shareholders, employees, joint venture partners, successors, transferees, assignees, and licensees, as applicable, from and against any and all claims, causes of action, damages, liabilities, costs, and expenses, including legal fees and expenses, arising out of or related to Our Offering(s).

LIMITATION OF LIABILITY

We will not be held responsible or liable in any way for the information, products, or materials that You request or receive through or in relation to Our Offering(s). We do not assume liability for any third-party conduct, accidents, delays, harm, or other detrimental or negative outcomes as a result of Your access of Our Offering(s) and related material(s).

UNDER NO CIRCUMSTANCES (INCLUDING NEGLIGENCE) SHALL WE BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE OF ANY KIND OR NATURE WHATSOEVER THAT ARISE OUT OF OR RESULT FROM: (A) THE USE OF, OR ANY INABILITY TO USE, THE WEBSITE OR ANY CONTENT OR FUNCTIONS THEREOF; OR (B) ANY ACT OR OMISSION, ONLINE OR OFFLINE, OF ANY USER OF THE WEBSITE OR ANYONE ELSE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL LOSS, COST, DAMAGE, LIABILITY OR EXPENSE (INCLUDING ATTORNEYS FEES AND COSTS) THAT YOU MAY SUFFER OR INCUR, UNDER ANY THEORY OF LIABILITY, IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE, EXCEED THE LESSER OF THE AMOUNT PAID BY YOU, IF ANY, FOR THE RIGHT TO ACCESS OR PARTICIPATE IN ANY ACTIVITY RELATED TO THE WEBSITE OR \$100.00.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS HEREIN AND ELSEWHERE IN THESE TERMS OF USE APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

YOU ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH IN THIS TERMS OF USE REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND US, AND THAT THESE LIMITATIONS ARE AN ESSENTIAL BASIS TO OUR ABILITY TO MAKE THE OFFERINGS AVAILABLE TO YOU ON AN ECONOMICALLY FEASIBLE BASIS.

YOU AGREE THAT ANY CAUSE OF ACTION RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

AFFILIATES

This site may use affiliate links to sell certain products or services. We refuse all liability because of Your purchase through one of these links. We will use reasonable efforts to notify You when and where We have placed affiliate links in addition to this disclaimer located in these Terms and Conditions. You accept express liability for all consequences or benefits of clicking the affiliate links contained on this website or related communications.

TERMINATION

If at any time We feel you have violated these Terms and Conditions, then We shall immediately terminate Your use of Our website, Offerings, and any related communications as We deem appropriate. It is within Our sole discretion to allow any user's access of Our website, and We may revoke this access at any time without notice, and if necessary, block Your IP address from further visits to Our site(s).

FINANCIAL CONSIDERATIONS

REFUNDS

We take Your investment seriously, and We'd appreciate if You took Our investment of time and resources into Your success seriously, too.

Zmuda Real Estate Network, LLC reserves the right to charge 1.5% interest per day upon any outstanding sum left unpaid on or after 14 calendar days from due date.

Example:

\$100 due March 1

\$101.50 due March 15

\$103.03 due March 16

Sent to Collections April 15

After 30 days of outstanding payment, **Zmuda Real Estate Network, LLC** reserves the right to send You to collections, upon which You will owe the total amount of any outstanding payments plus any collection costs including reasonable attorney's fees.

COURSE PURCHASE REFUNDS

We want you to be satisfied with your purchase and offer a 30-day money-back guarantee refund period for purchases of *particular courses from Our Offerings.

In the event that you decide your purchase was not the right decision for you or your business, within 30 days of enrollment, contact our support at kindjourneycoaching@gmail.com and let us know you'd like a refund by the 30th day at 11:59 CST.

We will NOT provide refunds more than 30 days following the date of purchase. After day 30, all payments are non-refundable and you are responsible for full payment of the fees for the program regardless if you complete the program.

Please note: If you opted for a payment plan and you do not request a refund within 30 days, you are required by law to complete the remaining payments of your payment plan.

If you have any questions or concerns, please let us know by contacting our support team directly. The support desk can be reached at: kindjourneycoaching@gmail.com

CHARGEBACKS

You agree to make every attempt to file for a refund prior to attempting a chargeback with Your financial institution. In the event of a chargeback attempt, you expressly agree to forfeit all Our bonuses, affiliate bonuses, or other materials afforded to You in exchange for Your original purchase of Our Offering. We reserve the right to present proof of Your access and these Terms and Conditions of Use to the financial institution investigating the dispute.

RECURRING PAYMENTS

If You have signed up for a payment plan, You hereby authorize Our continued access to Your financial information stored by Our third-party financial processing company referenced in this Agreement until Your payment plan is complete, as set forth in Your acceptance of the purchase terms upon checkout.

REVOCATION OF ACCESS

Except as otherwise provided herein, You have the unilateral right to terminate Your use and access to any of Our Offering(s). Please send an email to kindjourneycoaching@gmail.com to initiate this process. Termination will not excuse You of further payment. Upon confirmation of Your termination, all outstanding balances will become immediately due and payable. Any existing balance that remains after 14 days from the date of termination will be sent to a collections agency, and You agree to be responsible for any additional charges, fees, or costs associated with such a collection effort, including but not limited to reasonable attorney's fees and court costs.

DISPUTE RESOLUTION

If You and Our Company cannot find a resolution to a dispute or potential claim by means of good-faith negotiation, then You explicitly agree to make a reasonable attempt to resolve any such dispute through Alternative Dispute Resolution or Mediation before filing a civil cause of action.

NON-DISPARAGEMENT

If You are found to be slandering, libeling, or otherwise disparaging Our Company, Offering(s), or related materials at Our discretion, You will be immediately removed from the Offering(s) and any related communications. We reserve the right to file a civil claim of action against You for any such damaging actions You take that materially harm Our Company.

ENTIRE AGREEMENT

Before You register with Our website or make any purchases therefrom, you will be asked to consent to Our Privacy Policy. If You have consented, or once You do consent, the terms of the Privacy Policy together with these Terms and Conditions, the information contained herein constitutes the entire agreement between site users and Our company relating to the use of this website.

LAW AND JURISDICTION

You agree that any dispute related to these Terms will be governed by the laws of the State of Minnesota, excluding its conflicts of law provisions. In the event of any dispute related to these Terms that is not subject to binding arbitration, you and Zmuda Real Estate Network LLC will submit to the personal jurisdiction of and exclusive venue in the federal and state courts located in and serving Wabasha County, Minnesota as the legal forum for any such dispute.

CONSENT

By using Our website, You hereby consent to Our Terms and Conditions of Use and Privacy Policy.

If You require any more information or have any questions about Our Terms and Conditions of Use, or Our Privacy Policy, please feel free to contact Us by email at kindjourneycoaching@gmail.com.

ALL RIGHTS RESERVED

All rights not expressly granted in these Terms and Conditions of Use and Privacy Policy or any express written here, are reserved by Company.

SEVERABILITY

If any part of these Terms and Conditions of Use and Privacy Policy is deemed unlawful and/or unenforceable, all other provisions contained herein will remain in full force and effect.

CONTACT INFORMATION

If you have any questions about any term of these Terms of Use, please contact us at kindjourneycoaching@gmail.com.

We at Zmuda Real Estate Network LLC, respect Your privacy. This Privacy Policy is designed to explain how We collect, use, share, and protect the personal information You provide to Us when You access Our website, purchase Our goods or services, or engage with Us on social media, as well as Your own rights to the information We collect.

Please read this Privacy Policy carefully. We will alert You to any changes to this Policy by changing the “last updated” date at the top of this Policy. Any changes become effective immediately upon publication on Our website, and You waive specific notice of any changes to the Policy by continuing to use and access Our site(s). We encourage You to review this Privacy Policy periodically, when You use Our website for any purpose or engage with Us on social media. You are deemed to have accepted any changes to any revised Privacy Policy by Your continued use of Our website after the revised Privacy Policy is posted.

INFORMATION THAT WE COLLECT

We collect a variety of information from You when You visit Our website, make purchases, or interact with Us on social media. By accepting this Privacy Policy, you are specifically consenting to Our collection of the data described below, to Our use of the data, to the processing of this data, and to Our sharing of the data with third-party processors as needed for Our legitimate business interests. The information We collect may include:

PERSONAL DATA

Personal Data is information that can be used to identify You specifically, including Your name, shipping address, email address, telephone number, or demographic information like Your age, gender, or hometown. You consent to giving Us this information by providing it to Us voluntarily on Our website or any mobile application. You provide some of this information when You register with or make purchases from Our website. You may also provide this information by participating in various activities associated with Our site, including responding to blogs, contacting Us with questions, or participating in group training. Your decision to disclose this data is entirely voluntary. You are under no obligation to provide this information, but Your refusal may prevent You from accessing certain benefits from Our website or from making purchases.

DERIVATIVE DATA

Derivative data is information that Our servers automatically collect about You when You access Our website, such as Your IP address, browser type, the dates and times that You access Our website, and the specific pages You view. If You are using a mobile application, our servers may collect information about Your device name and type, Your phone number, Your country of origin, and other interactions with Our application. Derivative data may also include data collected by third-party service providers, such as advertising and analytics providers, and may include cookies, log data, or web beacons. Cookies are discussed more fully below. Derivative data collected by third-party service providers does not identify a specific individual.

FINANCIAL DATA

Financial data is data that is related to Your payment method, such as credit card or bank transfer details. We collect financial data to allow You to purchase, order, return, or exchange products or services from Our website and any related mobile apps. We store limited financial data. Most financial data is transferred to Our payment processor, PayPal, or Stripe, and you should review these processors’ Privacy Policy to determine how they use, disclose, and protect your financial data. As a courtesy, PayPal’s Privacy Policy can be found and Stripes Privacy Policy can be found

SOCIAL NETWORKING DATA

We may access personal information from social networking sites and apps, including Facebook, Instagram, LinkedIn, Twitter, Snapchat, or other social networking sites or apps not named specifically here, which may include Your name, Your social network username, location, email address, age, gender, profile picture, and any other public information. If You do not want Us to access this information, please go to the specific social networking site and change Your privacy settings.

MOBILE DEVICE DATA

If You use Our website via a mobile device or app, We may collect information about Your mobile device, including device ID, model and manufacturer, and location information.

OTHER DATA

On occasion, you may give Us additional data to enter a contest or giveaway or to participate in a survey. You will be prompted for this information and it will be clear that You are offering this kind of information in exchange for an entry into such a contest or giveaway.

HOW WE USE YOUR INFORMATION

Your information allows Us to offer You certain products and services, including the use of Our website, to fulfill Our obligations to You, to customize Your interaction with Our company and Our website, and to allow Us to suggest other products and services We think might interest You. We store Your data and transmit it to a third party for processing. However, to the extent We process Your data, We do so to serve Our legitimate business interests (such as providing You with the opportunity to purchase Our goods or services and interact with Our website or mobile app).

Specifically, We may use the information and data described above to:

1. Create and administer Your account; and
2. Deliver any products or services purchased by You to You; and
3. Correspond with You; and
4. Process payments or refunds; and
5. Contact You about new offerings that We think you will be interested in; and
6. Interact with You via social media; and
7. Send You a newsletter or other updates about Our company or website; and
8. Deliver targeted advertising; and
9. Request feedback from You; and
10. Notify You of updates to Our product and service offerings; and
11. Resolve disputes and troubleshoot any problems; and
12. Administer contests or giveaways; and
13. Generate a profile that is personalized to You, so that future interactions with Our website will be more personal; and
14. Compile anonymous statistical data for Our own use or for a third party's use; and
15. Assist law enforcement as necessary; and
16. Prevent fraudulent activity on Our website or mobile app; and
17. Analyze trends to improve Our website and offerings.

GROUNDINGS FOR USING AND PROCESSING YOUR DATA

The information We collect, and store is used primarily to allow Us to offer goods and services for sale. In addition, Jenna Kutcher, LLC may collect, use, and process Your information based on the following grounds:

LEGITIMATE BUSINESS INTERESTS

We may use and process Your data for Our legitimate business interests, which include, among other things, communicating with You, improving Our goods or services, improving Our website, and providing You with the information or products that You have requested.

Performance of a Contract: We may use and process Your information to enter into a contract with You and to perform Our contractual obligations to You.

Consent: We may use Your data, or permit selected third parties to use Your data, based on Your consent to Our use and sharing of that data. You may withdraw Your consent at any time, but doing so may affect Your ability to use Our website or other offerings.

As required by law: We may also use or process Your data as required for Us to comply with legal obligations.

WHY WE DISCLOSE YOUR INFORMATION

We may share Your information with third parties in certain situations. In particular, We may share Your data with third-party processors as needed to serve Our legitimate business interests, which include administration of Our website, administration of Your account, entering into contracts with You, communicating with You, taking orders for goods or services, delivering Our goods and services, identifying trends, protecting the security of Our company and website, and marketing additional goods and services to You. The legal basis for Our disclosure of Your data is both Your Consent to this Privacy Policy and Our own right to protect and promote Our legitimate business interests.

The following are specific reasons why We may share Your information:

Third Party Processing: We may disclose Your information to third parties who assist Us with various tasks, including payment processing, hosting services, email delivery, communications, and customer service. We may not always disclose these third-party processors if not required by law. We do not authorize them to use or disclose Your personal information except in connection with providing Our company with their services.

By Law: We may share Your data as required by law or to respond to legal process, including a subpoena, or as necessary to protect the rights, property, and safety of others. This includes sharing information with other parties to prevent or address fraud and to avoid credit risks.

To Protect Our Company: We may use Your information to protect Our company, including to investigate and remedy any violations of Our rights or policies. We may also disclose Your information as reasonably necessary to acquire and maintain insurance coverage, manage risks, obtain financial or legal advice, or to exercise or defend against legal claims.

Business Transfers: In the unlikely event Our company engages in a merger, acquisition, bankruptcy proceedings, dissolution, reorganization, or similar transaction or proceeding, We may transfer or share Your data as part of that proceeding. In such transitions, customer information is one of the business assets that is acquired by a third party. You acknowledge that such business transfers may occur and that Your personal information can continue to be stored, used, or processed as otherwise set forth in this privacy policy.

Third-Party Marketing: We may disclose Your information to certain third parties as listed on our website for the purpose of enabling them to contact You so that they can offer You relevant goods and services.

web sites. You should consult the respective Privacy Policies of these third-party advertisers for more detailed information on their practices as well as for instructions about how to opt-out of certain practices.

Please note that, at this time, We do not recognize automated browser signals regarding tracking systems, which may include “do not track” instructions.

Other Third Parties: We may share information with advertisers, Our investors, or other third parties for the purpose of conducting general business analysis. If We do so, We will make reasonable efforts to inform You if required by law.

Interaction With Others: If You interact with others on Our website or mobile app, such as participating in a group chat or a group online course, other users may have access to some of Your data, including Your name, profile picture, and Your history of interaction with Our website, such as prior comments or posts.

Online Postings: When You post online, Your posts may be viewed by others, and We may distribute Your comments outside the website.

External Links: Our website may include hyperlinks to other websites not controlled by Us. We suggest you exercise caution when clicking on a hyperlink. Although We use reasonable care in including a hyperlink on Our own web page, we do not regularly monitor the websites of these third parties, are not responsible for any damage or consequences You suffer by using these hyperlinks. We are not bound by the Privacy Policies of any third-party website that You access by a hyperlink, nor are they bound by ours. We encourage You to read the Policies of those third-party websites before interacting with them or making purchases. They may collect different information and by different methods than We do.

Other Purposes: We may disclose Your personal data as necessary to comply with any legal obligation or to protect Your interests, or the vital interests of others or Our company.

TRACKING TECHNOLOGIES

Log Files: Like many other websites, We make use of log files. These files merely log visitors to the site – usually a standard procedure for hosting companies and a part of hosting services’ analytics. The information inside the log files includes internet protocol (IP) addresses, browser type, Internet Service Provider (ISP), date/time stamp, referring/exit pages, and the number of clicks. This information is used to analyze trends, administer the site, track user’s movement around the site, and gather demographic information. IP addresses and other such information are not linked to any information that is personally identifiable.

Cookies: We also use cookies — small text files sent to Us by Your computer — and web beacons to store certain information. We may use cookies to authenticate Your identity, to determine if You are logged onto Our website, for personalization, for security, for targeted advertising, or for analysis of the performance of Our website and services. For example, cookies allow Us to recommend blog posts to You based on what You have read on Our site in the past. We use cookies that are not specific to Your account but unique enough to allow Us to analyze general trends and use, and to customize Your interaction with Our website. This information helps Us to understand the use of Our site and to improve Our website and service offerings.

We may use any or all the following types of cookies:

Essential Cookies: These cookies help Us run Our website and improve Your experience with Our website. These cookies may allow content to load more quickly or allow You to access “members only” or repeat-users sections of Our website.

Functionality Cookies: These cookies allow Us to remember Your preferences from earlier visits to Our website, including login information, so that You do not have to input the same information multiple times.

Social Media Cookies: These cookies allow Us to record when You have engaged with a social media tool while visiting Our website. For example, we may record that You have “liked” a certain aspect of Our website. The social media application may also share data with Us that You have allowed it to share. If You wish to change Your social media sharing settings, please visit the privacy settings of the social media network.

Advertising Cookies: We may work with third-party advertising partners who collect information about Your browsing habits on Our website in order to later display a relevant ad about Our services when You are on a third-party site such as a social media platform. These cookies may also allow Us to access Your location.

In addition, when You first encounter Our website, you will be asked to “consent to cookies.” If You wish to disable cookies, you may do so through Your individual browser options. However, this may affect Your ability to use or make purchases from Our website. More detailed information about cookie management with specific web browsers can be found at the browsers’ respective websites. More information about cookies can be found at What Are Cookies? By continuing to use Our website and not disabling cookies on Your browser, You are consenting to Our use of cookies in accordance with the terms of this policy.

In addition, We may use third-party software to post advertisements on Our website or mobile application, to oversee marketing or email campaigns, or manage other company initiatives. This third-party software may use cookies or similar tracking technology. We have no control over these third parties or their use of cookies. For more information on opting out of interest-based ads, visit the Network Advertising Initiative Opt-Out Tool or Digital Advertising Alliance Opt-Out Tool.

Pixel Tags: We may use a pixel tag, which is a small graphic file that allows Us to monitor the use of Our website and provide Us with information regarding Your interaction with the website. These tags may collect the IP address from the device You are using, and the browser type. Pixel tags are also used by Our third-party partners to collect information when You visit Our website, and We may use this information to display targeted advertisements.

Email Confirmations: We may receive email confirmations when You open an email from Us. This allows Us to determine if users are responding favorably to Our email communications and to improve those communications.

Other Technologies: Other data technologies may be used that collect comparable information for security, fraud detection, and similar purposes, to give Us information about Your use of Our website, and to greater improve Our website and service offerings to You.

WEBSITE ANALYTICS

We may partner with third-party analytic companies, including Google Analytics and Shopify Analytics. The analytic companies may also use cookies (described above) or other tracking technologies to analyze visitors’ use of Our website or mobile app to determine the popularity of the content, and better understand online activity. We do not transfer personal information to these third-party vendors. However, to access Our website, you must consent to the collection and use of Your information by these third-party analytic companies. You should review their Privacy Policy and contact them directly if You have questions. If You do not want any information to be collected and used by tracking technologies, visit the Network Advertising Initiative Opt-Out Tool or Digital Advertising Alliance Opt-Out Tool.

Google Analytics: You can opt-out of having Your activity on Our website made available to Google Analytics by installing the Google Analytics opt-out browser add-on. This add-on prevents Google Analytics from retrieving information about Your visits to Our website. For more information about Google’s Privacy Policy, please visit: <https://policies.google.com/privacy>.

Facebook: You can opt-out of Facebook’s interest-based ads by visiting: www.facebook.com/help/

You can learn more about Facebook’s Privacy Policy at:
www.facebook.com/full_data_use_policy.

PROCESSING YOUR INFORMATION

For the most part, We do not process Your information in-house, but give it to third-party processors for processing. For example, when PayPal takes Your payment information, they are a third-party processor. They process Your payment and remit the funds to Us. So, in many instances, it will be necessary for Us to transmit Your information to a third-party processor, as We do not have the capability to perform these functions. More detail on third-party processing is detailed below.

However, we may, from time to time, process Your data internally. The legal basis for this processing is both Your consent to the processing, our need to conduct Our legitimate business interests, and to comply with legal obligations. Our purposes in processing this information, if We do, is to administer, maintain, and improve Our website and offerings, to enter into contracts with You, to fulfill the terms of those contracts, to keep records of Our transactions and interactions, to be able to provide You with goods and services, to comply with Our legal obligations, to obtain professional advice, and to protect the rights and interests of Our company, Our customers (including You), and any third parties. We may process the following data:

1. Data associated with Your account, such as Your name, address, email address, and payment information.
2. Data about Your usage of Our website, such as Your IP address, geographical information, and how long You accessed Our website and what You viewed.
3. Data related to Your personal profile, such as Your name, address, profile picture, interests and hobbies, or employment details.
4. Data that You provide Us while using Our services.
5. Data that You post on Our website, such as comments or responses to blogs.
6. Data that You submit to Us when You make an inquiry regarding Our website or offerings.
7. Data related to Your transactions with Us, including Your purchase of Our goods or services. This information may include contact details and payment information.
8. Data that You provide to Us when You subscribe to Our emails or newsletters, including Your email address and contact information.
9. Data that You submit to Us via correspondence, such as when You email Us with questions.
10. Any other data identified in this policy, for the purpose of complying with Our legal obligations, or to protect the vital interests of You or any other natural person.

INTERNATIONAL DATA

Our website is hosted by servers located in the U.S. therefore, if You reside outside the U.S, some of Your data will be transferred internationally to and stored on those servers. In addition, we may use third-party processors (including payment processors) and subcontractors located in the U.S. We use all reasonable methods to protect the safety of Your data during transfer, including hosting Our website on reputable servers and engaging reputable third-party processors. By using this site and providing Us with information, you consent to this transfer, processing, and storage of Your information in the U.S. Note that the privacy laws in the U.S may not be as strict as those in other countries. Please be aware that:

- We may transfer data that We collect to locations outside of Our headquarters for processing or storing, and the data may be processed by Our staff or by third-party processors. For example, we may engage third parties to fulfill orders. By submitting Your personal data, you agree to this transfer, storing, and processing. We take all reasonable steps to make sure Your data is treated securely and in conformity with this Privacy Policy.
- Data that is provided to Us is stored on secure servers. Payment information and other sensitive data will be encrypted to ensure its safety.
- The transmission of data via the internet is never completely secure, and We cannot guarantee the security of data that is sent to Us electronically. Your transmission of data to Us is at Your own risk.
- Where data that You have transmitted to Us is password protected, you are responsible for keeping the password confidential. You are exclusively responsible for any breaches of Your data that results from Your own disclosure of or failure to protect Your password.

We use website hosting servers/third-party processors/subcontractors located in Canada which has received an Adequacy Determination from the European Commission, meaning that the European Commission has determined that appropriate safeguards are in place to protect data once it is transferred to that country.

DATA RETENTION

We retain personal data as long as it is needed to conduct Our legitimate business purposes or to comply with Our legal obligations, or until You ask Us to delete Your data. For example, we will retain certain personal information indefinitely for the purposes of maintaining Your account, unless and until You delete Your account. Data that We gather for a specific and particular purpose, such as assisting law enforcement or analyzing trends, will be kept for no longer than is necessary for that particular purpose. Data that is no longer needed by Us for any of the purposes listed above will be permanently deleted.

We will honor Your request to delete Your data, as described more fully below, unless We are required by law to retain access to the data. However, note that We cannot control the retention policies of third parties. If You wish to have any third parties, including those to whom We've transmitted Your data, delete that data, you will need to contact those third parties directly. You may request from Us a list of all third parties to whom We have transmitted Your data.

We may retain usage data (that is, data that is gathered by Our company or third-party analytics companies for the purpose of analyzing the use of Our website) as needed for internal analysis purposes. This type of data is usually retained for a shorter period of time than personal data, unless the data is necessary to improve the security or functionality of Our website or offerings, or We are legally obligated to retain the data for a longer period of time.

SECURITY OF YOUR INFORMATION

We take all reasonable steps to protect Your personal data and keep Your information secure. We use recognized online secure payment systems and implement accepted standards of security to protect against personal data loss or misuse. However, no security measure is foolproof, and no method of data transmission can be guaranteed against interception or misuse. We cannot guarantee complete security of any information You transmit to Us.

By consent to this Privacy Policy, you acknowledge that your personal data may be available, via the internet, around the world. We cannot prevent the use or misuse of Your data by other parties.

We will notify You promptly of any known breach of Our security systems or Your data which might expose You to serious risk.

CHILDREN

This website or mobile app is not designed for use by children under age the applicable age of consent in Your country, and We do not knowingly solicit personal data from anyone under the applicable age of consent in Your country . If You are under the applicable age of consent in Your country, do not access or use Our website or related products or services. If You become aware that We have collected data of anyone under the applicable age of consent in Your country , please contact Us so that We may delete that data.

SENSITIVE DATA

We request that You do not submit any sensitive data to Us, via public postings, email correspondence with Us, or any other method, including social security number, health data, genetic data, or information related to Your ethnic origin, religious beliefs, or criminal history. If You do send Us this information, then by doing so You are consenting to Our use, storage, and processing of this information in accordance with this privacy policy.

YOUR RIGHTS

You have certain rights with respect to Your personal data, as outlined below. Note that We may charge You a reasonable fee for actions that You ask Us to take with respect to Your data. In addition, we reserve the right to request that You provide Us with evidence of Your identity before We take any action with respect to the exercise of Your data rights. Further, your rights may be restricted or nullified to the extent they conflict with Our compelling business interests, the public interest, or the law.

UPDATE ACCOUNT INFORMATION

You have the right to update or change any information You have provided to Us. To update or delete Your information, please contact Us at kindjourneycoaching@gmail.com.

CONFIRM PERSONAL DATA AND ITS USE

You have the right to request that We confirm what data We hold about You, and for what purposes. You also have the right to confirmation of whether We process Your data or deliver Your data to third-party processors, and for what purposes. We will supply You with copies of Your personal data unless doing so would affect the rights and freedoms of others.

Change Consent: You have the right to change Your consent to Our use of Your information. In such cases, We may require You to delete Your account with Us, as described above, and You may not have full access to Our website.

Request a Copy of Data: You have the right to request a digital copy of the data that We hold about You. Your first request for a copy of Your personal data will be provided free of charge; subsequent requests will incur a reasonable fee.

Transfer Your Data: You have the right to request that We gather and transfer Your data to another controller, in a commonly used and machine readable format, unless doing so would cause Us an undue burden.

Delete All Data: You have the right to request that We delete all data that We hold about You, and We must delete such data without undue delay. There are exceptions to this right, such as when keeping Your data is required by law, is necessary to exercise the right of freedom of expression and information, is required for compliance with a legal obligation, or is necessary for the exercise or defense of legal claims. Such a request may result in a termination of Your account with Us and You may have limited or no use of Our website.

Emails and Communications: You may opt out of receiving future email correspondence from Us by checking the appropriate box when You register for the account or make a purchase. You may change Your communication settings by contacting Us at kindjourneycoaching@gmail.com.

Marketing Communications: You may opt out of receiving any third-party marketing communications or having Your personal information used for marketing purposes. You may do this by contacting Us at kindjourneycoaching@gmail.com.

Processing: You may, in some circumstances, restrict the processing of Your data, such as when You contest the accuracy of Your data or when You have objected to processing, pending the verification of that objection. When processing has been restricted, we will continue to store Your data but will not pass it on to third-party processors without Your consent, or as necessary to comply with legal obligations or protect Your rights or those of others or Our company. In addition, you may opt out of any processing of Your data altogether. Note, however that doing so may result in the termination of Your account and loss of access to Our website.

Complaints: If You are an EU resident, You have the right to complain to a supervising authority if You believe We are misusing Your data or have violated any of Your rights under this Privacy Policy or applicable law. You may do so in the EU member state in which You reside or have Your place of business or in which the alleged infringement took place. If You are located outside the EU, you may have rights under privacy laws in the jurisdiction where You live.