# Privacy and Data Policy Terms of Use

You can contact us anytime via thehrtrail@gmail.com to unsubscribe or ask about our data policies, which are all below.

We, The HR Trail, LLC, respect your privacy and want you to understand how we collect, use, and share data about you. By giving us your email or any personal information, with or without purchase, you agree to all the terms of the Privacy and Data Policy and the Terms of Use on this page. You shouldn't use any of our sites or purchase any of our products if you don't agree with this Privacy and Data Policy, the Terms of Use, or any other agreement that governs your use of our sites or programs.

If you have any questions about these policies, terms of use, or wish to unsubscribe you may contact us at:

The HR Trail, LLC Telephone: 301-992-8725 thehrtrail@gmail.com

The following PRIVACY AND DATA POLICY and the TERMS OF USE are subject to change at any time, without notice, and at the sole discretion of the site owner and operator. Please visit the site regularly for updates.

#### PRIVACY AND DATA POLICY

These terms of use apply to your use of all of the sites and services owned, hosted, or operated by The HR Trail, LLC (collectively "we," "us," or "our"), including thehrtrail.com and any other site that we have owned or operated, do own and operate, or may own or operate in the future, including social media sites (collectively, the "Sites"). Unless stated otherwise, all references to the "Sites", "Site", "site", or "sites" in the terms on this page include all such Sites. These terms of use do not apply to your use of unaffiliated or third party websites to which any of our Sites may link to or direct you to.

We, The HR Trail, LLC, collect your information and can be contacted anytime at thehrtrail@gmail.com. You can lodge any complaints with us via that same email, or request to be removed from our email lists, phone lists, or advertising targeting, too.

We are committed to protecting your privacy and security and have explained in detail the steps we take to do so. We control these Sites from offices in the

United States of America. We do not represent that materials on the Sites are appropriate or available for use in other locations. Persons who choose to access these Sites from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent that local laws are applicable.

When you submit information to us or visit any of our Sites, we use it in an ongoing nature to ensure you receive the information or purchases you've made with us, to deliver relevant future content via our email newsletters, to track how much you use our Sites or services, and to make future offers through our company or any other company that is involved in delivering your purchases, bonuses or content. By giving us your contact information at any time, you are granting us the right to contact you in the future in any manner necessary at our discretion for ongoing personal and professional development. You can unsubscribe from our email newsletters at any time by clicking the unsubscribe link found at the bottom of all our emails.

If you want us to no longer contact you or store your information, just write us at thehrtrail@gmail.com anytime with your request and we will begin removing you from our services or content as appropriate and as soon as we can.

# Outside Sites (Their Privacy Policies May Be Different)

Our Sites may contain links to other websites, like our sponsor's websites or links to booksellers, that may offer products or services that our customers might find useful. These third-party websites may request information from you when you arrive. In such instances, the collection and use of your personal information will be governed by the privacy policy applicable to that website. We do not control the privacy policies, contents or links that appear on these websites. We encourage you to review the privacy policies of any third-party websites or services before providing any of them with your personal information.

# How and Why We Collect Information

We collect your email address when you submit it, and some limited website information and behavior, in order to record and support your participation in the activities you select or in order to contact you or advertise to you later. If you register for a seminar, for example, the information you give us – your phone number, email, and address – is used to reserve your seat, to track your preferences, and to keep you informed about the seminar and related

personal development content, offers, and events until you unsubscribe or ask for your data to be removed. If you visit our Sites, we may use Facebook, Google or other tracking tools to understand your behavior on our Sites and to deliver advertising to you in the future.

As a visitor to our Sites, you can engage in many activities without providing any personal information. In connection with other activities, such as utilizing registering for a seminar or participating in a sweepstakes, we may ask you to provide certain information about yourself by filling out and submitting an online form. It is completely optional for you to engage in these activities. If you elect to engage in these activities, however, we may ask that you provide us with personal information, such as your first and last name, mailing address (including ZIP code), e-mail address, telephone, credit card information, and any other personal information we feel is applicable. If you do not provide the mandatory data with respect to a activity, you will not be able to engage in that activity. In all cases, we will collect personal identification information like your email or phone number only if you voluntarily submit such information to us. We will also tell you how we use your information or if we share it with another party.

Except as otherwise provided in this policy, we will never sell any personal identification information about you as an individual user to any third party without having received your permission. If you supply us with your contact information you may receive periodic e-mails, mailings or calls from us with information on new products and services, important issues, or upcoming events.

If you wish to be removed from any postal, email, phone, or other lists, please let us know by emailing us at thehrtrail@gmail.com. You can also call us at the contact information above. Please provide us with your exact name, email address, mailing address, and phone. We will be sure your name is removed from the appropriate lists immediately.

When you use our Sites, we or our authorized technology services provider may also collect certain technical and routing information from you to facilitate your use of the Sites and its services or to contact you or advertise in the future. We use this information to administer the Sites and to understand and measure traffic patterns on the Sites so that we know which areas of our Sites are favorites of our users, which areas need improvement, and what technologies are being used so that we may continually improve our Sites for mobile and future technical platforms. This information is collected mostly in aggregate form, without identifying you or

any user individually. However, in some cases we use tools like cookies, web beacons, analytics services, and advertising providers to gather data about you or your computer location. We may use this statistical data for statistical analysis, marketing, advertising, or similar promotional purposes. This data is often tracked by us and our technology services provider by using "cookies" or "pixels" during your visit. A cookie is a small amount of data that is transferred to your browser by a web server and can only be read by the server that gave it to you. It functions as your identification card and enables us to record your passwords, purchases, and preferences and to deliver targeted messages or advertising to you in the future. It cannot be executed as code or deliver viruses. Most browsers are initially set to accept cookies. You can set your browser to notify you when you receive a cookie, giving you the chance to decide whether to accept it. For some web pages that require an authorization, cookies are not optional. Users choosing not to accept cookies will probably not be able to access those pages. We also use Facebook "pixels" on many of our Sites so that we can understand your digital behavior and potentially later target you with related advertising. We also use Google Analytics to understand how long you might spend on our Sites or how you interact with our Sites.

If you ever choose to opt-out of targeted advertising with us, then please contact us at thehrtrail@gmail.com, so that we can remove your email from any advertising we may use.

As always, you can unsubscribe from any of our emails at any time via the unsubscribe link at the bottom of the email you received from us. We do not store any information about you on our servers other than that which you submit into one of our forms, and in any case, we hold your sensitive information, like your credit card information, with software that keeps it encrypted. Any other information stored happens via cookies or pixels as described above, and as facilitated via 3rd party tools (like Facebook, Google or Teachable). Below are examples of how we may use any information to better communicate with you:

- Provide and administer services, including to display customized content and facilitate communication with other users;
- Process your requests and orders for courses, products, specific services, information, or features:
- Communicate with you about your account by:
- · Responding to your questions and concerns;

- Sending you administrative messages and information, including messages from instructors and teaching assistants, notifications about changes to our service, and updates to our agreements;
- Sending you information and in-app messages about your progress in courses, rewards programs, new services, new features, promotions, newsletters, and other available courses (which you can opt out of at any time);
- Sending push notifications to your wireless device to provide updates and other relevant messages (which you can manage from the "options" or "settings" page of a mobile app);
- Manage your account preferences;
- Facilitate the Sites' technical functioning, including troubleshooting and resolving issues, securing the services, and preventing fraud and abuse;
- Solicit feedback from users;
- Market and administer surveys and promotions
- Learn more about you by linking your data with additional data through third-party data providers or analyzing the data with the help of analytics service providers;
- Identify unique users across devices;
- Tailor advertisements across devices;
- Improve our Sites and develop new products, services, and features;
- Analyze trends and traffic, track purchases, and track usage data;
- Advertise the services on third-party websites and applications;
- · As required or permitted by law; or
- As we, in our sole discretion, otherwise determine to be necessary to ensure the safety or integrity of our users, employees, third parties, the public, or our Services.

When you submit information to us, then, we use it in an ongoing nature to ensure you receive the information or purchases you've made with us, to deliver relevant future content via our newsletters, and to make future offers through our company or any other company that is involved in delivering your purchases.

As most of our programs are for ongoing educational purposes in the field of personal and professional development, you should assume we will continue to contact you in perpetuity via email or via social media in order to deliver our services, serve you related content, make recommendations, learn about your preferences, grant you products, deliver programs to you with or from other platforms or companies,

# advertise to you or look alike audiences, send you surveys, and other fulfillment or marketing purposes.

By using our Sites and submitting any information with us, you agree to these terms without exception and agree to waive liability and not hold us liable for any use of your information, in perpetuity, under any circumstances, including waiving your right to participate or initiate any class action complaints.

Again, if you want us to no longer contact you, just write us at thehrtrail@gmail.com anytime with your request and we will begin removing you from our services or content as appropriate and as soon as we can.

# Exceptions to Privacy Policy

While we are committed to keeping your information secure and private, we have the following exceptions to our privacy policy. We will release specific information about you or your account to comply with any valid legal inquiry or process such as a search warrant, subpoena, statute or court order. We will also release specific information in special cases, such as if there is an attempted breach of the security of the Sites, or a physical or property threat to you or others. We may also transfer user information, including personally identifiable information, in connection with a corporate merger, consolidation, the sale of related assets or corporate division or other fundamental corporate change. Further, the information you enter when making a purchase or an online donation will be shared with payment processors, financial gateways, and your credit card company to authorize credit card payments. Such information may also be shared with necessary third parties solely for the purpose or carrying out the transactions. Please note that if you give out personal information online through a discussion board or posting site, that information can be collected and used by third parties. Although we strive to protect our users' privacy, we cannot guarantee the security of information you post in these forums. You disclose such information at your own risk.

#### *Miscellaneous*

These terms will be governed by and construed in accordance with the laws of the State of Pennsylvania, without regard to any principles of conflicts of law. You agree that any action at law or in equity that arises out of or relates to these terms will be subject to mediation in the State of Pennsylvania. If any of these terms of use are found unlawful, void, or for any reason unenforceable, then that provision will be considered severable from the remaining terms of use and will not affect the validity and enforceability of the remaining

provisions. These terms may be modified only by our posting of changes to these terms of use on our Sites.

# TERMS OF USE

Please read the following terms of use relating to your use of this Site, and all the Sites listed below, under our brand, carefully. By using these Sites, you agree to these terms of use. We reserve the right to modify these terms at any time, without notice, so please check this page periodically for changes. By using these Sites after we post any changes to these terms, you agree to accept those changes, whether you have reviewed them or been notified about them. If at any time you choose not to accept these terms of use, please do not use this Site or any of our other Sites.

#### Restrictions

The contents of our Sites are protected by copyright and trademark laws and are the property of their owners. All information on the Sites are copyrighted by The HR Trail, LLC. Unless otherwise noted, you may access and use the information and materials within the Sites for your personal use. You may not change, modify, delete, display, transmit, adapt, exploit, or copy for distribution or sale any information, material, trademark, or copyright on the Sites. You must obtain written permission from us or any other entity who owns intellectual property on the Sites before you may publish, distribute, display, or commercially exploit any material from our Sites. By using the Sites, you agree to abide by all copyright notices or other posted restrictions.

#### Links

These terms of use apply only to our websites, and not to the Sites of any other companies or organizations, including those we link to. We do not maintain, create, endorse, or take any responsibility for the contents, advertising, products or other materials made available through any other website, including those we link to. Under no circumstances will we be held responsible or liable, directly or indirectly, for any loss or damage that is caused or alleged to have been caused to you in connection with your use of any content, goods or services available on any other website. Other websites may link to our Sites by permission only. To seek our permission, you may contact us at the information above. We reserve the right to rescind any permission granted to you or any organization in which we approve linking to

our Sites, and to require termination of any such link to any of the Sites, at our discretion at any time.

# Events, Information, and Speaker Changes

The events, information, and speakers listed on our Sites are subject to change without notification.

#### **Submissions**

We welcome your comments about any of the Sites. However, we will not review or consider any unsolicited creative submissions or suggestions for topics at our seminars or within our newsletters or products. We hope you will understand that this policy is intended to avoid the possibility of future misunderstandings if ideas developed by our staff might seem to be similar to the ideas submitted to us. Accordingly, we must ask that you not send us any original creative ideas, suggestions or materials. If, despite our request, you send us any idea, suggestion or material ("Submission"), it shall become our property. We will not be subject to any obligation of confidence for any Submission, and we will not be liable for any use or disclosure of any Submission. In the case that you submit something to us and it is unsolicited, we will exclusively own all rights to the Submission worldwide, and we will be entitled to the unrestricted use of the Submission for any purpose, without compensation or notification to the provider of the Submission. Given this fact, we ask that you refrain from submitting creative projects to us, particularly those that are confidential or personal to you.

#### *Forums*

A "forum" means any message board, chat room, user review forum or other interactive service appearing on any of the Sites and includes both public boards and private folders. You must register in accordance with instructions that you will find on the Sites in order to contribute to any forum. You may not post on any forum, or send to any other forum user or our staff, any material that is abusive, vulgar, threatening, harassing, libelous, defamatory, obscene, invades a person's privacy, violates any intellectual or other property rights, or that would otherwise violate any law. You may not use any forum in a commercial manner. You may not post material that solicits funds, or that advertises or solicits goods or services. You may not post material known to be false. You may not post messages that contain stock touts. You may not post or transmit any information, software or other material that contains a virus or other harmful component. We are not responsible for material

appearing in any forum on the Sites, except for material signed by one of our identified representatives. We are not responsible for screening material posted by users for libel, obscenity, invasion of privacy, copyright or trademark infringement, accuracy, or for any other reason. We retain, however, the right to modify or remove messages or other material that we, in our sole discretion, consider infringing, offensive, abusive, defamatory, obscene, stale, or otherwise unacceptable. We also reserve the right to edit materials for any other reason. Whether or not we modify or remove such material, users remain solely responsible for the content of their messages or postings. By posting on the Sites, you grant (or warrant that the owner of such rights has expressly granted) us and/or relevant affiliated companies the worldwide, perpetual, nonexclusive right to use your questions, comments, and postings, in their original or edited form, in television programs, books, articles, commentaries, or in any other medium now known or later developed. You also warrant that you own or otherwise control all of the rights to the content you have posted and that the public posting and use of such content by us will not infringe the rights of any third party. Additionally, you warrant that any "moral rights" in posted materials have been waived. You are not entitled to any compensation for any materials you may post on the Sites.

### Registration

We may, at our discretion, suspend or terminate the registration of any forum user or general user who violates any of these terms of use of use, any of the forum member guidelines or for any other behavior that we in our discretion believe is inappropriate.

#### **Disclaimers**

The information, services, products, claims, seminar topics, and materials on our Sites are provided "as is" and without warranties of any kind, either expressed or implied. We disclaim all warranties, expressed or implied, including but not limited to implied effectiveness of the ideas or success strategies listed on our Sites as well as those that are provided in our products or to our participants at our events. The only exception is the guarantees of satisfaction and graduation that are clearly labeled guarantees within our Sites. Neither we nor any of our respective licensors or suppliers warrant that any functions contained in the Sites will be uninterrupted or error-free, that defects will be corrected, or that the Sites or the server that makes them available are free of viruses or other harmful components. Neither we nor any of our respective licensors or suppliers warrant or make any representations regarding the use or the results of the use of the services, products,

information or materials on the Sites in terms of their correctness, accuracy, reliability, or otherwise. You (and not we or any of our respective licensors or suppliers) assume the entire cost of all necessary servicing, repair or correction to your system. Applicable law may not allow the exclusion of implied warranties, so the above exclusion may not apply to you. We do not endorse, warrant or guarantee any speakers, products or services offered on the websites or those we link to. We are not a party to, and do not monitor, any transaction between users and third-party providers of products or services.

# Limitation of Liability

Under no circumstances, including but not limited to negligence, will we or any of our licensors or suppliers be liable for any special or consequential damages that result from the use of, or the inability to use, the materials or information on the Sites, or any products or services provided pursuant to the Sites, even if advised of the possibility of such damages. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages (including but not limited to lost data), so the above limitation or exclusion may not apply to you. In no event shall the total liability to you by us or any of our licensors or suppliers for all damages, losses, and causes of action (whether in contract, tort, or otherwise) exceed the amount paid by you to us, if any, for accessing the Sites.

Under no circumstances will we be held responsible or liable, directly or indirectly, for any loss or damage that is caused or alleged to have been caused to you in connection with your use of any advice, goods or services you receive from a guest speaker on our Sites or at one of our events.

We are also not responsible or liable for any loss or damage that is caused or alleged to have been caused to our guest speakers in connection with the display of their photo, name, or biography posted on our Sites or in our marketing materials.

# No Professional Advice

The information contained in or made available through the Sites (including but not limited to information contained on message boards, in text files, or in chats) cannot replace or substitute for the services of trained professionals in any field, including, but not limited to, financial, medical, psychological, therapeutic, or legal matters. You should regularly consult a doctor in all matters relating to physical or mental health, particularly concerning any

symptoms that may require diagnosis or medical attention. We and our licensors and suppliers make no representations or warranties concerning any treatment, action, or application of medication or preparation by any person following the information offered or provided within or through the Sites. Neither we nor our partners, or any of their affiliates, will be liable for any direct, indirect, consequential, special, exemplary or other damages that may result, including but not limited to economic loss, injury, illness or death. You alone are responsible and accountable for your decisions, actions and results in life, and by your use of the Sites, you agree not to attempt to hold us liable for any such decisions, actions or results, at any time, under any circumstance.

#### Non-Academic Institutions

We are a for-profit training and research center for personal and professional development.

### Earnings Disclaimer

We don't believe in "get rich" programs – only in hard work, adding value, building a real and professional career, and serving others with excellence and constancy. Our programs are intended to help you share your message with a wider audience and to make a difference in the world while growing your personal brand. Our programs take a lot of work and discipline just like any worthwhile endeavor or professional continuing education program. Please don't enroll in our programs if you believe in the "money for nothing get rich quick" myth or ideology; we only want serious people dedicated to real personal and professional development who want to add value and move humanity forward. As stipulated by law, we cannot and do not make any guarantees about your ability to get results or earn any money with our ideas, information, tools or strategies. We don't know you and, besides, your results in life are up to you. Agreed? We just want to help by giving great content, direction, and strategies. You should know that all products and services by our company are for educational and informational purposes only. Nothing on this page, any of our Sites, or any of our content or curriculum is a promise or guarantee of results or future earnings, and we do not offer any legal, medical, tax or other professional advice. Any financial numbers referenced here, or on any of our Sites, are illustrative of concepts only and should not be considered average earnings, exact earnings, or promises for actual or future performance. Making decisions based on any information presented in our products, events, services, or Sites, should be done only with the knowledge that you could experience risk

or losses just like any entrepreneurial endeavor. Use caution and always consult your accountant, lawyer or professional advisor before acting on this or any information related to a lifestyle change or your business or finances. You alone are responsible and accountable for your decisions, actions and results in life, and by your registration here you agree not to attempt to hold us liable for your decisions, actions or results, at any time, under any circumstance.

#### Parental Permission

The Sites are not directed to children under the age of 13 and we will not knowingly collect personally identifiable information from children under 13. We strongly recommend that parents participate in their children's exploration of the internet and any online services and use their browser's parental controls to limit the areas of the internet to which their children have access. We may, at our discretion, require users under 18 to obtain the consent of a parent or guardian to view certain content, and we may limit access to certain content to users above a specified age. You agree to abide by any such restrictions, and not to help anyone avoid these restrictions.

# Explicit Language & Mature Content

On our Sites we will occasionally discuss mature topics and language relating to personal and professional growth that may use explicit language or "curse words." Users who are uncomfortable with such topics or language should not use our Sites.

# Confidentiality and Non-Compete

Users of our Sites hereby understand that the tools, processes, strategies, materials and information presented on the Sites are copyrighted and proprietary, so users agree not to record, duplicate, distribute, teach or train from our information in any manner whatsoever without our express written permission. Any unauthorized use or distribution of our Sites proprietary concepts, materials, and intellectual property by you or your representatives is prohibited, and Promoter will pursue legal action and full damages if these terms are violated in order to protect its rights.