

# Terms of Use and Privacy Policy

## Updates

The following TERMS OF USE and PRIVACY POLICY are subject to change at any time and at the sole discretion of the Site owner and operator. Please visit the site regularly for updates.

## 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, 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 or not 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 sites.

### 1. Owners and Collectors of Information

These terms of use apply to your use of all of the Sites and services/programs owned or operated by Results Partner Business Coaching/Consulting (collectively “we,” “us,” or “our”), including ResultsPartner.com, Rapid.ResultsPartner.com, Go.ResultsPartner.com, Connect.ResultsPartner.com, Your.ResultsPartner.com, Rapid Results Club, Rapid Results Intensive, Rapid Results 90 Day Challenge, Rapid Enrollment Formula, Systems For Success, and any other site and/or program that we have owned or operated, do own and operate or may own or operate in the future (collectively, the “Sites”). Unless we say otherwise, all references to the Sites in these terms of use include all such Sites. These terms of use do not apply to your use of unaffiliated Sites to which any of the Sites may link to or direct you to.

If you have any questions about these terms of use you may contact us at

#### ***Results Partner Business Coaching/Consulting***

14147 E. 49<sup>th</sup> Street  
Yuma, AZ 85367

[WeCare@ResultsPartner.com](mailto:WeCare@ResultsPartner.com)

### 2. 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 is copyrighted by Results Partner Business Coaching/Consulting and Sherri Coffelt. 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 the Sites. By using the Sites, you agree to abide by all copyright notices or other posted restrictions.

### 3. Links

These terms of use apply only to our Sites, 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 site, 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 site. Other Sites 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.

#### **4. Events, Information, and Speaker Changes**

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

#### **5. 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 in the event 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.

#### **6. 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.

## **7. 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.

## **8. 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 this site 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 in this site 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 Sites 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.

## **9. 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.

## **10. No Personal or Professional Advice**

The information contained in or made available through this WEBSITE (including but not limited to information contained on message boards, in text files, in products, from services, in webinars or in chats) cannot replace or substitute for the services of trained professionals in any field, including, but not limited to, psychological, financial, medical, or legal matters. In particular, 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. Further, you should regularly consult a lawyer in all matters relating to interacting with other people to assure yourself you are behaving in compliance with law, including but not limited to laws related to harassment, assault or other similar laws. We and our licensors or 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 WEBSITE (including but not limited to any product or service purchased, utilized or otherwise obtained from this WEBSITE). 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.

#### **11. Earnings Disclaimer**

When addressing financial matters in any of our Sites, videos, newsletters or other content, we've taken every effort to ensure we accurately represent our programs and their ability to improve your life or grow your business. However, there is no guarantee that you will get any results or earn any money using any of our ideas, tools, strategies or recommendations, and we do not purport any "get rich schemes" on any of our Sites. Nothing on our Sites is a promise or guarantee of earnings. Your level of success in attaining similar results is dependent upon a number of factors including your skill, knowledge, ability, dedication, business savvy, network, and financial situation, to name a few. Because these factors differ according to individuals, we cannot and do not guarantee your success, income level, or ability to earn revenue. You alone are responsible for your actions and results in life and business. Any forward-looking statements outlined on our Sites are simply our opinion and thus are not guarantees or promises for actual performance. It should be clear to you that by law we make no guarantees that you will achieve any results from our ideas or models presented on our Sites, and we offer no professional legal, medical, psychological or financial advice.

#### **12. 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.

#### **13. 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. Users who are uncomfortable with such topics or language should not use our Sites.

#### **14. Confidentiality and Non-Compete**

Users of our Sites hereby understand that the tools, processes, strategies, materials and information presented on our Sites are copyrighted and proprietary, so users agrees 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.

# Privacy Policy and Cookie Policy

## Background:

Results Partner Business Coaching/Consulting understands that your privacy is important to you and that you care about how your information is used and shared online. We respect and value the privacy of everyone who visits Our Site and will only collect and use information in ways that are useful to you and in a manner consistent with your rights and Our obligations under the law.

This Policy applies to Our use of any and all data collected by us in relation to your use of Our Site. Please read this Privacy Policy carefully and ensure that you understand it. Your acceptance of Our Privacy Policy is deemed to occur upon your first use of Our Site. If you do not accept and agree with this Privacy Policy, you must stop using Our Site immediately.

## 1. Definitions and Interpretation

In this Policy the following terms shall have the following meanings:

“Account”	means an account required to access and/or use certain areas and features of Our Site;
“Cookie”	means a small text file placed on your computer or device by Our Site when you visit certain parts of Our Site and/or when you use certain features of Our Site. Details of the Cookies used by Our Site are set out in section 12, below;]
“Our Site”	means this website, <a href="https://www.ResultsPartner.com">https://www.ResultsPartner.com</a>
“United States and EU Cookie Law”	means the relevant parts of the Privacy and Electronic Communications (EC Directive) Regulations 2003 as amended in 2004, 2011 and 2015; and
“We/Us/Our”	means <b>Results Partner Business Coaching/Consulting</b> whose registered and mailing address is <b>14147 E. 49<sup>th</sup> Street, Yuma, AZ 85367</b>

## 2. Information About Us

- 2.1 Our Site, <https://www.ResultsPartner.com>, is owned and operated by **Results Partner Business Coaching/Consulting** whose registered and mailing address is **14147 E. 49<sup>th</sup> Street, Yuma, Az 85367**
- 2.2 Our data protection officer is Sherri Coffelt, who can be contacted at [WeCare@ResultsPartner.com](mailto:WeCare@ResultsPartner.com).

## 3. Scope – What Does This Policy Cover?

This Privacy Policy applies only to your use of Our Site. It does not extend to any websites that are linked to from Our Site (whether We provide those links or whether they are shared by other users). We have no control over how your data is collected, stored or used by other websites and We advise you to check the privacy policies of any such websites before providing any data to them.

#### 4. **What Data Do We Collect?**

Some data will be collected automatically by Our Site (for further details, please see section 12 on Our use of Cookies), other data will only be collected if you voluntarily submit it and consent to Us using it for the purposes set out in section 5, for example, when signing up for a workshop, program, or other product or service. Depending upon your use of Our Site, we may collect some or all of the following data:

- 4.1 Your Name
- 4.2 Your business/company name
- 4.3 Your profession
- 4.4 Your contact information such as email addresses and telephone numbers
- 4.5 Demographic information such as postal code, preferences and interests
- 4.6 Financial information such as credit / debit card numbers for any purchases you make
- 4.7 IP address (automatically collected)
- 4.8 Web browser type and version (automatically collected)
- 4.9 Operating system (automatically collected)
- 4.10 A list of URLs starting with a referring site, your activity on Our Site, and the site you exit to (automatically collected)

#### 5. **How Do We Use Your Data?**

- 5.1 All personal data is stored securely in accordance with the United States and EU General Data Protection Regulation (Regulation (EU) 2016/679) (GDPR). For more details on security see section 6, below.
- 5.2 We use your data to provide the best possible products and services to you. This includes:
  - 5.2.1 Providing and managing your Account;
  - 5.2.2 Providing and managing your access to Our Site;
  - 5.2.3 Personalizing and tailoring your experience on Our Site;
  - 5.2.4 Supplying Our products and services to you;
  - 5.2.5 Personalising and tailoring Our products and services for you;
  - 5.2.6 Responding to communications from you;
  - 5.2.7 Supplying you with email (e.g. newsletters, trainings, reminders, new program alerts etc.) that you have subscribed to (you may unsubscribe or opt-out at any time by hitting the “unsubscribe” button at the bottom of all communications or by emailing [WeCare@ResultsPartner.com](mailto:WeCare@ResultsPartner.com) with your request;
  - 5.2.8 Market research;
  - 5.2.9 Analyzing your use of Our Site and gathering feedback to enable Us to continually improve Our Site and your user experience;
- 5.3 In some cases, the collection of data may be a statutory or contractual requirement, and We will be limited in the products and services We can provide you without your consent for Us to be able to use such data.
- 5.4 With your permission and/or where permitted by law, We may also use your data for

marketing purposes which may include contacting you by email AND/OR telephone AND/OR text message AND/OR postal mail with information, news and offers on Our products AND/OR services. We will not, however, send you any unsolicited marketing or spam and will take all reasonable steps to ensure that We fully protect your rights and comply with Our obligations under all applicable laws and regulations. Email and text message frequency may vary, and message and data rates may apply.

- 5.5 Advertisers whose content appears on Our Site may engage in what is known as “behavioral advertising” – advertising which is tailored to your preferences, based on your activity. Your activity is monitored using Cookies, as detailed below in section 12. You can control and limit your data used in this way by adjusting your web browser’s privacy settings. Please note that We do not control the activities of such advertisers, nor the information they collect and use. Limiting the use of your data in this way will not remove the advertising, but it will make it less relevant to your interests and activities on Our Site.
- 5.6 We will ensure, to the best of our ability, that your personal data is processed lawfully, fairly, and transparently, without adversely affecting your rights. We will only process your personal data if at least one of the following basis applies:
- a) you have given consent to the processing of your personal data for one or more specific purposes;
  - b) processing is necessary for the performance of a contract to which you are a party or in order to take steps at the request of you prior to entering into a contract;
  - c) processing is necessary for compliance with a legal obligation to which we are subject;
  - d) processing is necessary to protect the vital interests of you or of another natural person;
  - e) processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller; and/or processing is necessary for the purposes of the legitimate interests pursued by us or by a third party, except where such interests are overridden by the fundamental rights and freedoms of the data subject which require protection of personal data, in particular where the data subject is a child.

## 6. **How and Where Do We Store Your Data?**

- 6.1 We only keep your data for as long as We need to in order to use it as described above in section 5, and/or for as long as We have your permission to keep it. Your data will be deleted if we no longer need it in accordance with the terms of our Data Retention Policy.
- 6.2 Your data will be stored in the United States. You are deemed to accept and agree to this by using Our Site and submitting information to Us. If We do store or transfer data outside the United States, We will take all reasonable steps to ensure that your data is treated as safely and securely as it would be within the United States and under the GDPR. Such steps may include, but not be limited to, the use of legally binding contractual terms between Us and any third parties We engage.
- 6.3 Data security is of great importance to Us, and to protect your data We have put in place suitable physical, electronic and managerial procedures to safeguard and secure data collected through Our Site.

- 6.4 Notwithstanding the security measures that We take, it is important to remember that the transmission of data via the internet may not be completely secure and that you are advised to take suitable precautions when transmitting to Us data via the internet.

## 7. **Do We Share Your Data?**

- 7.1 We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information, including, but not limited to, email address, physical address, or mobile phone number. This does not include trusted third parties who assist us in operating our website, conducting our business, or servicing you, so long as those parties agree to keep this information confidential. We may also release your information when we believe release is appropriate to comply with the law, enforce our site policies, or protect ours or others rights, property, or safety. However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.
- 7.2 We may contract with third parties to supply products and services to you on Our behalf. These may include payment processing, delivery of goods, search engine facilities, advertising and marketing. In some cases, the third parties may require access to some or all of your data. Where any of your data is required for such a purpose, We will take all reasonable steps to ensure that your data will be handled safely, securely, and in accordance with your rights, Our obligations, and the obligations of the third party under the law.
- 7.3 We may compile statistics about the use of Our Site including data on traffic, usage patterns, user numbers, sales and other information. All such data will be anonymised and will not include any personally identifying information. We may from time to time share such data with third parties such as prospective investors, affiliates, partners and advertisers. Data will only be shared and used within the bounds of the law.
- 7.4 In certain circumstances We may be legally required to share certain data held by Us, which may include your personal information, for example, where We are involved in legal proceedings, where We are complying with the requirements of legislation, a court order, or a governmental authority. We do not require any further consent from you in order to share your data in such circumstances and will comply as required with any legally binding request that is made of Us.

## 8 **What Happens If Our Business Changes Hands?**

- 8.1 We may, from time to time, expand or reduce Our business and this may involve the sale and/or the transfer of control of all or part of Our business. Data provided by users will, where it is relevant to any part of Our business so transferred, be transferred along with that part and the new owner or newly controlling party will, under the terms of this Privacy Policy, be permitted to use the data for the purposes for which it was originally collected by Us
- 8.2 In the event that any of your data is to be transferred in such a manner, you will not be contacted in advance and informed of the changes.

## 9 **How Can You Control Your Data?**

- 9.1 When you submit information via Our Site, you may be given options to restrict Our use of your data. We aim to give you strong controls on Our use of your data (including the ability to opt-out of receiving emails from Us which you may do by unsubscribing using the links provided in Our emails and **AND/OR by contacting us at [WeCare@ResultsPartner.com](mailto:WeCare@ResultsPartner.com) with your request.**

## 10 **Your Right to Withhold Information and Your Right to Withdraw Information After You Have Given it**

- 10.1 You may access certain areas of Our Site without providing any data at all. However, to use all features and functions available on Our Site you may be required to submit or allow for the collection of certain data.
- 10.2 You may restrict your internet browser's use of Cookies. For more information, see section 12.
- 10.3 You may withdraw your consent for Us to use your personal data as set out in section 5 at any time by contacting Us using the details set out in section 15, and We will delete Your data from Our systems. However, you acknowledge this may limit Our ability to provide the best possible products and services to you.

## 11 **How Can You Access Your Data?**

You have the legal right to ask for a copy of any of your personal data held by Us (where such data is held). Please contact Us for more details at [WeCare@ResultsPartner.com](mailto:WeCare@ResultsPartner.com), or using the contact details below in section 14.

## 12 **What Cookies Do We Use and What For?**

Our Site may place and access certain first party Cookies on your computer or device. First party Cookies are those placed directly by Us and are used only by Us. We use Cookies to facilitate and improve your experience of Our Site and to provide and improve Our products and services. By using Our Site you may also receive certain third party Cookies on your computer or device. Third party Cookies are those placed by websites, services, and/or parties other than Us. In addition, Our Site uses analytics services to collect and analyse usage statistics, enabling Us to better understand how people use Our Site.

## 13 **Summary of Your Rights under GDPR**

Under the GDPR, you have:

- 13.1 the right to request access to, deletion of or correction of, your personal data held by Us;
- 13.2 the right to complain to a supervisory authority;
- 13.3 be informed of what data processing is taking place;
- 13.4 the right to restrict processing;
- 13.5 the right to data portability;
- 13.6 object to processing of your personal data;
- 13.7 rights with respect to automated decision-making and profiling (see section 14 below).

To enforce any of the foregoing rights or if you have any other questions about Our Site or this Privacy Policy, please contact Us using the details set out in section 14 below.

14 **Contacting Us**

If you have any questions about Our Site or this Privacy Policy, please contact Us by email [WeCare@ResultsPartner.com](mailto:WeCare@ResultsPartner.com). Please ensure that your query is clear, particularly if it is a request for information about the data We hold about you (as under section 11, above).

15. **Changes to Our Privacy Policy**

We may change this Privacy Policy as we may deem necessary from time to time, or as may be required by law. Any changes will be immediately posted on Our Site and you will be deemed to have accepted the terms of the Privacy Policy on your first use of Our Site following the alterations. We recommend that you check this page regularly to keep up-to-date.

## Effective 5/17/21 ##