

Erin-Kate Escobar Consulting Privacy Policy

Last Updated March 7, 2022

This Privacy Policy applies to your access and use of all products and services that are made available through Erin-Kate Escobar Consulting LLC's website, located at www.erinkateescobar.com, and is incorporated into and is subject to the Erin-Kate Escobar [Terms of Use](#) (the "Terms"). Capitalized terms that are not defined in the Privacy Policy have the meaning given to them in the Terms.

This Privacy Policy only applies to information collected on the Site and is not intended to fully describe the privacy policies of Erin-Kate Escobar Consulting LLC. It describes the information that we gather from you, how we use and disclose your information, and the steps we take to protect your information. By using the Site, you consent to the privacy practices described in this Policy.

The information that we collect:

- **Personal Information**

Generally, you can visit the Site without telling us who you are or revealing any Personal Information (when we use the term "Personal Information," we mean information that can be associated with a specific person and can be used to identify that person, such as name, e-mail address, mailing address, mobile phone number, age, gender, date of birth, as well as additional sensitive information such as your social security number, financial information, financial account information, and other similar types of information). If you do provide us with Personal Information, we will store and use that information in accordance with this Policy. For example, you may provide us with Personal Information when you fill out forms or fields on the Site; when you register for consulting services, and when you contact us or request information about us, when you participate in or otherwise use the Services, this Site and our products or services (whether by email or other means).

- **Cookies Information**

When you use the Site, we or our third party service providers may send one or more Cookies (which are small text files containing a string of alphanumeric characters) to your computer or mobile device, to help analyze our web page flow, customize our content, measure promotional effectiveness, and promote trust and safety. You are always free to decline our cookies if your browser permits, although doing so may interfere with your ability to use the Site or certain features of the Site. We may also use Google Analytics or a similar service that uses Cookies to help us analyze how users use the Site.

- **Automatically Collected Information**

When you visit the Site, we or our third party service providers may automatically

receive and record certain information from your computer, web browser and/or mobile device, including your IP address or other device address or ID, web browser and/or device type, hardware and software settings and configurations, the web pages or sites that you visit just before or just after visiting the Site, the pages you view on the Site, your actions on the Site, and the dates and times that you visit, access, or use the Site. When you use the Site on a mobile device, we may also collect the physical location of your device by, for example, using satellite, cell phone tower or wireless local area network signals.

How we use the information we collect:

- We use non-identifying information about your use of the Site to understand and analyze the usages trends and preferences of our users, to improve the Site, and to improve fraud detection and information security.
- We may use your e-mail address or other Personal Information (a) to contact you for administrative purposes such as customer service, and/or to send you promotional materials. Generally, you can opt-out of receiving promotional communications by following links provided in the messages, by updating your account preferences through the Services, or by contacting us directly at erinkateconsulting@gmail.com. Although your changes are reflected promptly in active user databases, we may retain all information you submit for a variety of purposes, including backups and archiving, prevention of fraud and abuse, and analytics.
- We may use Cookies Information and Automatically Collected Information to: (a) personalize our services, such as remembering your information so that you will not have to re-enter it during your visit or the next time you visit the Site; (b) provide customized content and information; (c) monitor and analyze the effectiveness of the Site; and (d) monitor aggregate site usage metrics such as total number of visitors and pages viewed.

When we disclose information:

- We may disclose your information if required to do so by law or in the good-faith belief that such action is necessary to take precautions against liability; to protect Erin-Kate Escobar Consulting from fraudulent, abusive, or unlawful uses or activity; to protect the security or integrity of the Site; to investigate and defend ourselves against any third party claims or allegations; to assist government enforcement agencies; or to comply with state and federal laws, in response to a court order, judicial or other government subpoena or warrant.
- We work with third party service providers to provide website development, hosting, data storage, maintenance, and other services for us. To the extent it is necessary for these third party service providers to complete their contractual obligations to us, these third parties may have access to or process your information.

- In the event Erin-Kate Escobar Consulting were to be engaged in or contemplating a divestiture, merger, consolidation, or asset sale, or in the unlikely event of a bankruptcy, Erin-Kate Escobar Consulting may transfer or assign the data, including Personal Information, that we have collected from users.

Your Choices:

- You may, of course, decline to share certain information with us, in which case we may not be able to provide to you some of the features and functionality of the Site.
- If you would like for us to delete your information, please send us a request at erinkateconsulting@gmail.com.
- If you do not wish to receive email offers or newsletters from us, you can opt-out of receiving email information from us (except for emails related to the completion of your registration, correction of user data, change of password, and other similar communications essential to your transactions through the Site) by using the unsubscribe process at the bottom of the email. Although your changes are reflected promptly in active user databases, we may retain all information you submit for a variety of purposes, including backups and archiving, prevention of fraud and abuse, and analytics.

Our Commitment to Data Security:

We use certain physical, managerial, and technical safeguards that are designed to protect the integrity and security of your information; however, no security measures are perfect or impenetrable, so we cannot ensure or warrant the security of any information you transmit to us through the Site, and you do so at your own risk. We also cannot guarantee that such information may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards. We cannot control the actions of other users or other third parties with whom you may choose to share your information and therefore we cannot and do not guarantee that information you post through the Site will not be viewed by unauthorized persons. We are not responsible for circumvention of any privacy settings or security measures contained on the Site. Even after removal, copies of information that you have posted may remain viewable in cached and archived pages or if other users have copied or stored such information.

We retain information as long as it is reasonably necessary and relevant for our operations, and/or to comply with the law, prevent fraud, collect any fees owed, resolve disputes, troubleshoot problems, assist with any investigation, or enforce our Terms or other agreements.

Visitors from Outside the United States:

This Site is controlled and operated by Erin-Kate Escobar Consulting in the United

States. If you choose to access the Site from outside the United States, you acknowledge that you will be transferring your information, including Personal Information, outside of those regions to the United States for storage and processing, as necessary to provide to you the products and services available through the Site. Where required, we comply with applicable legal frameworks relating to the collection, storage, use, and transfer of personal information.

Depending on the jurisdiction in which you reside, you may have the right to access, correct, delete, or restrict use of certain Personal Information covered by this Privacy Policy. Depending on the jurisdiction, you may also have the right to request that we refrain from processing your Personal Information. Please bear in mind that if you exercise such rights this may affect our ability to provide our products and services. For inquiries about your Personal Information, please contact us by e-mail at erinkateconsulting@gmail.com, or through any of the contact information provided below. While Erin-Kate Escobar Consulting will make reasonable efforts to accommodate your request, we also reserve the right to impose certain restrictions and requirements on such requests, if allowed or required by applicable laws. Please note that it may take some time to process your request, consistent with applicable law.

Limitation of Liability:

By accessing this Site and/or providing us with Personal Information and other data, you expressly and unconditionally release and hold us harmless from any and all liability for any injuries, loss, or damage of any kind arising from or in connection with the use and/or misuse of such information. In addition, while we take efforts to ensure the proper and appropriate use of data by our service providers that may receive your information from us, we are not responsible for any injuries, loss, or damage of any kind arising from or in connection with the use and/or misuse of your information caused by those service providers.

Changes and Updates to this Privacy Policy:

We reserve the right to make changes to this Privacy Policy at any time. We will notify you about significant changes in the way we treat your information, including by placing a prominent notice on the Site or by sending you an email so that you can choose whether to continue using the Site. Material modifications are effective 30 calendar days after our initial notification or upon your acceptance of the modified Terms. Immaterial modifications are effective upon posting of the updated Privacy Policy or Terms of Service on the Site. Please revisit this page periodically to stay aware of any changes to this Privacy Policy. For the avoidance of doubt, disputes arising hereunder will be resolved in accordance with the Privacy Policy in effect at the time the dispute arose.

Do Not Track Disclosures

Third parties such as advertising networks, analytics providers, and widget providers may collect information about your online activities over time and across different

websites when you access or use our Services. Currently, various browsers offer a “Do Not Track” option, but there is no standard for how DNT should work on commercial websites. Due to lack of such standards, not all sites respond to Do Not Track consumer browser settings.

Our Contact Information:

Please contact us with any questions or comments about this Privacy Policy, your personal information, our use and disclosure practices, or your consent choices by e-mail at erinkateconsulting@gmail.com.

Terms of Use

These Terms of Use, together with Erin-Kate Escobar Consulting, Inc. (“Erin-Kate Escobar Consulting”)’s [Privacy Policy](#), set forth the terms and conditions (“Terms”) that apply to your access and use of the Erin-Kate Escobar Consulting website, located at www.erinkateescobar.com (together, the “Site”). “Erin-Kate Escobar Consulting” includes Erin-Kate Escobar Consulting and its officers, directors, employees, consultants, affiliates, subsidiaries, and agents. [The Erin-Kate Escobar Consulting Services may include, but are not limited to, providing coaching and consulting services, training and facilitation, and related materials.

By using or accessing the Site you agree to these Terms, as updated from time to time in accordance with Section 9 below. [Because Erin-Kate Escobar Consulting provides a wide range of services, we may at times ask you to review and accept supplemental terms that apply to your interaction with a specific product or service.] **These Terms state that any disputes between you and Erin-Kate Escobar Consulting must be resolved in arbitration or small claims court.**

1. Account Security.

To use the Site, you must (i) be at least eighteen (18) years of age; (ii) have not previously been suspended or removed from the Services; and (iii) use the Site in compliance with any and all applicable laws and regulations.

- #### **2. Account Registration.**
- To access some features of the Site, you may be required to register for an account. When you register for an account, we may ask you to give us certain identifying information about yourself, including but not limited to your name, email address, phone number, address and other contact information, and to create a username and password (“Registration Information”). When registering for and maintaining an account, you agree to provide true, accurate, current, and complete information about yourself. You also agree not to impersonate anyone, misrepresent any affiliation with anyone else, use false information, or otherwise conceal your identity from Erin-Kate Escobar Consulting for any purpose. You are solely responsible for maintaining the confidentiality and security of your password and other Registration Information. For your protection and the protection of other users, we ask you not to

share your Registration Information with anyone else. If you do share this information with anyone, we will consider their activities to have been authorized by you. If you have reason to believe that your account is no longer secure, you must immediately notify us erinkateconsulting@gmail.com

3. **Specific Requirements for Certain Services.** Your use of the Services constitutes your acknowledgment and acceptance of the following specific requirements and terms of use for certain of the Erin-Kate Escobar Consulting services.
4. **Prohibited Conduct.** You agree not to:
 1. Use the Site for any illegal purpose, or in violation of any local, state, national, or international law;
 2. Violate or encourage others to violate the rights of third parties, including intellectual property rights;
 3. Post, upload, or distribute any content that is unlawful, defamatory, libelous, inaccurate, or that a reasonable person could deem to be objectionable, profane, indecent, pornographic, harassing, threatening, hateful, or otherwise inappropriate;
 4. Interfere in any way with security-related features of the Site;
 5. Interfere with the operation or any user's enjoyment of the Site, including by uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code, making unsolicited offers or advertisements to other users, or attempting to collect personal information about users or third parties without their consent;
 6. Access, monitor or copy any content or information of the Site using any robot, spider, scraper, or other automated means or any manual process for any purpose without Erin-Kate Escobar Consulting's express written permission;
 7. Perform any fraudulent activity, including impersonating any person or entity, claiming false affiliations, accessing the accounts of other users without permission, or falsifying your identity or any information about you, including age or date of birth; or
 8. Sell or otherwise transfer the access granted herein.
5. **Third Party Content.** The Site may contain links to third party websites and services. Erin-Kate Escobar Consulting provides such links as a convenience and does not control or endorse these websites and services. You acknowledge and agree that Erin-Kate Escobar Consulting has not reviewed the content, advertising, products, services, or other materials that appear on such third-party websites or services, and is not responsible for the legality, accuracy, or appropriateness of any such content. Erin-Kate Escobar Consulting shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of any such third-party websites or services.
6. **Intellectual Property.** You acknowledge and agree that you relinquish all ownership rights in any ideas or suggestions that you submit to Erin-Kate Escobar Consulting through this Site. This Site is protected by applicable copyright and other intellectual property laws, and no materials from the Site may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way without our express permission.

All trademarks and service marks on the Site belong to Erin-Kate Escobar Consulting, except third-party trademarks or service marks, which are the property of their respective owners. If you believe that your content has been used in a way that constitutes copyright infringement, you may contact our Designated Agent:

Erin-Kate Escobar
Erin-Kate Escobar Consulting
Email: erinkateconsulting@gmail.com

You must provide the following information: an electronic or physical signature of the copyright owner or the person authorized to act on behalf of the copyright owner; a description of the copyrighted work that you claim has been infringed; a description of where the material that you claim is infringing is located; your address, telephone number, and email address; a written statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Erin-Kate Escobar Consulting has adopted and implements a policy that provides for termination in appropriate circumstances of accounts of users who repeatedly infringe copyright or other intellectual property rights of Erin-Kate Escobar Consulting or others.

7. **Indemnification.** You agree that you will be personally responsible for your use of the Site, and you agree to defend, indemnify, and hold harmless Erin-Kate Escobar Consulting from and against any and all claims, liabilities, damages, losses, and expenses (including attorneys' and accounting fees and costs), arising out of or in any way connected with (i) your access to, use of, or alleged use of the Site; (ii) your violation of the Terms or any applicable law or regulation; (iii) your violation of any third party right, including without limitation any intellectual property right, publicity, confidentiality, property, or privacy right; or (iv) any disputes or issues between you and any third party. Erin-Kate Escobar Consulting reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.
8. **Termination.** If you violate these Terms, your permission to use the Site will automatically terminate. In addition, Erin-Kate Escobar Consulting, in its sole discretion, may suspend or terminate your user account and/or suspend or terminate some or all of your access to the Services at any time, with or without notice to you. You may terminate your account at any time by contacting erinkateconsulting@gmail.com.com. After your account is terminated, information and content previously provided by you will no longer be accessible through your account, but Erin-Kate Escobar Consulting may continue to store such information and content, and it may also be stored by third parties to whom it has been transferred through your use of the Site.
9. **Modification of the Terms.** Erin-Kate Escobar Consulting reserves the right at any time to modify these Terms and to impose new or additional terms or conditions on your use

of the Site. Such modifications and additional terms and conditions will be effective immediately upon notice and incorporated into these Terms. We will make reasonable efforts to notify you of any material changes to the Terms, including, but not limited to, by posting a notice to our website or by sending an email to any address you may have provided to us. Your continued use of the Services following notice will be deemed acceptance of any modifications to the Terms.

10. **Disclaimers of Warranties.** The Site provided “as is” and on an “as available” basis, without warranty or condition of any kind, either express or implied. Although Erin-Kate Escobar Consulting seeks to maintain safe, secure, accurate, and well-functioning services, we cannot guarantee the continuous operation of or access to our Site, and there may at times be inadvertent technical or factual errors or inaccuracies. Erin-Kate Escobar Consulting specifically (but without limitation) disclaims (i) any implied warranties of merchantability, fitness for a particular purpose, quiet enjoyment, or non-infringement; and (ii) any warranties arising out of course-of-dealing, usage, or trade. You assume all risk for any/all damages that may result from your use of or access to the Site. Erin-Kate Escobar Consulting does not guarantee the accuracy of, and disclaims all liability for, any errors or other inaccuracies in the information, content, recommendations, and materials made available through the Site.
11. **Limitation of Liability.** In no event will Erin-Kate Escobar Consulting be liable to you for any incidental, special, consequential, direct, indirect, or punitive damages, whether based on warranty, contract, tort (including negligence), statute, or any other legal theory, whether or not Erin-Kate Escobar Consulting has been informed of the possibility of such damage. Some jurisdictions do not allow the disclaimer of warranties or limitation of liability in certain circumstances. Accordingly, some of the above limitations may not apply to you.
12. **Governing Law.** These Terms are governed by the laws of the State of California, without regard to conflict of law principles. Subject to Section 15, which provides that disputes are to be resolved through binding arbitration or small claims court, to the extent that any lawsuit or court proceeding is permitted hereunder, you and Erin-Kate Escobar Consulting agree to submit to the exclusive personal jurisdiction of the state courts and federal courts located within [**Los Angeles County, California**], for the purpose of litigating all such disputes.
13. **Dispute Resolution by Binding Arbitration.** In the interest of resolving disputes between you and Erin-Kate Escobar Consulting in the most expedient and cost-effective manner, you and Erin-Kate Escobar Consulting agree to resolve disputes through binding arbitration or small claims court instead of in courts of general jurisdiction (“Agreement to Arbitrate”). Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Any arbitration or litigation under these Terms will take place on an individual basis; class arbitrations and class actions are not permitted. You acknowledge and agree that the arbitrator may award relief (including monetary, injunctive, and declaratory relief) only in favor of the individual party seeking

relief and only to the extent necessary to provide relief necessitated by that individual party's claim(s). Any relief awarded cannot affect other users.

14. **Modification of the Site.** Erin-Kate Escobar Consulting reserves the right to modify or discontinue, temporarily or permanently, some or all of the Site at any time without any notice or further obligation to you. You agree that Erin-Kate Escobar Consulting will not be liable to you or to any third party for any modification, suspension, or discontinuance of any of the Site.

15. **General.**

1. Entire Agreement. These Terms, together with the [Privacy Policy](#), constitute the entire and exclusive understanding and agreement between you and Erin-Kate Escobar Consulting regarding your use of and access to the Site, and except as expressly permitted above may only be amended by a written agreement signed by authorized representatives of the parties.
2. No Waiver. The failure to require performance of any provision shall not affect our right to require performance at any time thereafter, nor shall a waiver of any breach or default of the Terms constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
3. Paragraph Headers. Use of paragraph headers in the Terms is for convenience only and shall not have any impact on the interpretation of particular provisions.
4. Severability. In the event that any part of the Terms is held to be invalid or unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remaining parts will remain in full force and effect.

16. **Notice to California Residents.** Under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the service or to receive further information regarding use of the service.