

# Terms and Conditions & Privacy Policy

## Terms and Conditions

Colvert Commercial, LLC (“we,” “our,” “us”, or “company”) welcomes you. We invite you to access and use our website, tiffanycolvert.com (the “site” or “website”).

It is important to us that you, and our other visitors, have a special experience while using the site and that when you use this site you are fully aware of your respective legal rights and obligations. For that reason, we have created these terms and conditions as the legally binding terms and conditions to govern your use of this site. Please read these terms and conditions carefully before using the site, because they affect your legal rights and obligations.

Each time you access and/or use the site, you agree to be bound by these terms and conditions and any additional terms that will apply to you, including our Disclaimer and Privacy Policy, (collectively, this “Agreement”). If you do not agree with any of these terms and conditions, including the Disclaimer and/or Privacy Policy incorporated here, please do not use this site. By using this site you will be deemed to have irrevocably agreed to these terms and conditions.

We may revise and update these terms and conditions from time to time at our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the site thereafter. Your continued use of the site following the posting of revised terms and conditions means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

### Indemnification, Limitation of Liability and Release of Claims

*Indemnification.* You agree at all times to indemnify and hold harmless Colvert Commercial, LLC, 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 site, course(s), product(s), and/or service(s).

*Limitation of Liability.* Colvert Commercial, LLC and its affiliates, officers, employees, agents, partners, and licensors shall not be liable to you for any direct, indirect, incidental, special, consequential or exemplary damages, including damages for loss of profits, goodwill, use of data or other intangible losses, resulting from or incurred in connection with your use of our Course(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 site, course(s), product(s), and/or service(s).

*Dispute Resolution.* You agree to notify the Colvert Commercial, LLC of any concerns or issues regarding our site, course(s), product(s), and/or service(s) and to give Colvert

Commercial, LLC an opportunity to resolve those concerns or issues. If you and Colvert Commercial, LLC 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 site, course(s), product(s), and/or service(s), you will be immediately removed 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.

#### No Unlawful Or Prohibited Use And Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use our site and the resources available from the site strictly in accordance with these terms and conditions.

As a condition of your use of the site, you warrant to Colvert Commercial, LLC that you will not use the site or any of the resources available for from the site for any purpose that is unlawful or prohibited by these terms and conditions. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the site.

All content included as part of the site, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the site, is the property of the Colvert Commercial, LLC or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the site or any of the resources available from the site.

Site content is not for resale. Your use of the site or any of the resources available from the site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your individual use, and will make no other use of the content without the express written permission of the company and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of the company or our licensors except as expressly authorized by these Terms.

The company name, logo, slogan, and all related names, logos, product and service names, designs, and slogans are trademarks of the company or its affiliates or licensors. You must not use such marks without the prior written permission of the company. All

other names, logos, product and service names, designs and slogans on this site are the trademarks of their respective owners.

#### Educational And Informational Purposes Only

Information contained on this site and the resources available through this site are for educational and informational purposes only. The information contained on this site and the resources available through this site is not intended as, and shall not be understood or construed as legal, financial, tax, or any other professional advice.

#### No Guarantees As To Results

You agree that Colvert Commercial, LLC has not made any guarantees about the results of taking any action, whether recommended on this site or not. The company provides educational and informational resources that are intended to help users of this site succeed. You agree that you understand that individual outcomes will vary. We cannot guarantee your success merely upon access, purchase or completion of our course(s), product(s), and/or service(s). Any results you see on are not guaranteed or typical.

You acknowledge and agree that we are not liable for any defamatory, offensive or illegal conduct of any participant or user of our site, course(s), product(s), and/or service(s), including you.

#### Miscellaneous Legal Provisions

We may discontinue the site at any time and for any reason, without notice. We may change the contents, operation, or features of the site at any time for any reason, without notice.

You agree that no partnership, employment, or agency relationship exists between you and us as a result of these terms and conditions or your use of the site.. Nothing contained in these terms and conditions is in derogation of our right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the site or information provided to or gathered by us with respect to such use.

This site is offered and available to users who are 18 years of age or older. By using this site, you represent and warrant that you are of legal age to form a binding contract with the company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the site.

A printed version of these terms and conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings.

Our failure to enforce any provision of these terms and conditions or respond to a breach by you or others shall not constitute a waiver of our right to enforce any other provision of these terms and conditions as to that breach or any other.

If any provision of these terms and conditions is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect, and the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision.

If any part of these terms and conditions, disclaimer, and/or privacy policy is deemed unlawful and/or unenforceable, all other provisions contained herein will remain in full force and effect.

This Agreement and any action related thereto will be governed by the laws of the United States of America and the State of Colorado without regard to its conflict of laws provisions.

The information contained herein constitutes the entire Agreement between site users and our company relating to the use of this site.

## **Disclaimer**

**Affiliate Links.** From time to time, the company participates in affiliate marketing and may allow affiliate links to be included on some of our pages. This means that we may earn a commission if/when you click on or make purchases via affiliate links. As a policy, the company will only affiliate with products, services, and people that we believe will provide value to our customers and followers. The company will inform you when one of the links constitutes an affiliate link. You recognize that it remains your personal responsibility to investigate whether any affiliate offers are right for you. You will not rely on any recommendation, reference, or information provided by the company but will instead conduct your own investigation and will rely upon your investigation to decide whether to purchase the affiliate product or service.

**Reviews.** We may provide reviews of products, services, or other resources. This may include reviews of books, services, and/or other products. Any such reviews will represent the good-faith opinions of the author of such review. The products and services reviewed may be provided to the company for free or at a reduced price as an incentive to provide a review. Regardless of any such discounts, we will provide honest reviews of these products and/or services. You recognize that you should conduct your own due diligence and should not rely solely upon any reviews provided on this website. We will disclose the existence of any discounts or incentives received in exchange for providing a review of a product. If you would like more information about any such discounts and incentives, send an email to [support@tiffanycolvert.com](mailto:support@tiffanycolvert.com) that includes the title of the reviewed product in the subject line. We will respond via email and disclose any incentives or discounts we received in association with any such review.

No Endorsements. From time to time, the company will refer to other products, services, consultants, and/or experts. Any such reference is not intended as an endorsement or statement that the information provided by the other party is accurate. The company provides this information as a reference for users. It is your responsibility to conduct your own investigation and make your own determination about any such product, service, coach, consultant, and/or expert.

Testimonials. At various places on this site, you may find testimonials from clients and customers of the products and services offered on this site or by the company. The testimonials are actual statements made by clients and/or customers and have been truthfully conveyed on this site. Although these testimonials are truthful statements about the results obtained by these clients and/or customers, the results obtained by these clients and/or customers are not necessarily typical. You specifically acknowledge and agree that the testimonials are not a guarantee of results that you or anyone else will obtain by using any products or services offered on this site or by the company.

## **Privacy Policy**

### Our Commitment to Privacy

Your privacy is important to us. To better protect your privacy we provide this notice explaining our online information practices and the choices you can make about the way your information is collected and used. By using the site, you are accepting the practices described in this privacy policy.

### The Information We Collect and How We Use It

In the course of operating the site and/or interacting with you, we will collect (and/or receive) the following types of information:

Contact Information. When you sign up to receive any of our newsletters, free resources, respond to a survey, register for a course, or purchase any product or service, you may be required to provide us with certain information about yourself, such as your name, address, email address, address, social networking data, and phone number. This Contact Information is used to provide the requested information, product or service and to contact you for purposes of direct marketing of our current and future products and services.

Contact information is not used for any other purpose and are not shared with outside parties. You can unsubscribe from the mailing list at any time by clicking the “unsubscribe” link at the bottom of any email.

Order and Billing Information. When you wish to purchase a course, product or service, you will be required to provide certain information that may include a debit card number, credit card number, expiration date, billing address, activation codes, and similar information. Such information is collectively called the “Order and Billing

Information.” Order and Billing Information is collected and processed by our third-party payment processor operating as our agent.

Activity Information. Activity Information is information that our servers automatically collect about you when you access our site, such as your IP address, browser type, the dates and times that you access our site, 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.

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.

### Use Of Cookies And Pixels

Similar to other commercial websites, our site utilizes a standard technology called “cookies” and server logs to collect information about how our site is used. Information gathered through cookies and server logs may include the date and time of visits, pages viewed, time spent at our site, and the websites visited just before and just after our own, as well as your IP address.

A cookie is a very small text document, which often includes an anonymous unique identifier. When you visit a website, that site’s computer asks your computer for permission to store this file in a part of your hard drive specifically designated for cookies. Each website can send its own cookies to your browser if your browser’s preferences allow it, but (to protect your privacy) your browser only permits a website to access the cookies it has already sent to you, not the cookies sent to you by other sites.

Colvert Commercial, LLC reserves the right to use technological equivalents of cookies, including social media pixels. These pixels allow social media sites to track visitors to outside websites so as to tailor advertising messages users see while visiting that social media website. The company reserves the right to use these pixels in compliance with the policies of the various social media sites.

### Third Party Use Of Cookies

Some content or applications, including advertisements, on the site are served by third-parties, including advertisers, ad networks and servers, content providers, and application providers. These third parties may use cookies alone or in conjunction with web beacons or other tracking technologies to collect information about you when you use our site. The information they collect may be associated with your personal information or they may collect information, including personal information, about your online activities over time and across different websites and other online services. They may use this information to provide you with interest-based (behavioral) advertising or other targeted content.

We do not control these third parties' tracking technologies or how they may be used. If you have any questions about an advertisement or other targeted content, you should contact the responsible provider directly.

## Website Analytics

We may partner with third party analytic services, such as but not limited to Google Analytics, to evaluate your use of the site, compile reports on activity, collect demographic data, analyze performance metrics, and collect and evaluate other information relating to the site and mobile and internet usage. We do not transfer personal information to these third party vendors. However, in order to access our site, 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.

## Our Commitment to Data Security

To prevent unauthorized access, maintain data accuracy, and ensure the correct use of information, we have put in place appropriate physical, electronic, and managerial procedures to safeguard and secure the information we collect online. However, we cannot guarantee the security of our databases, nor can we guarantee that the information that you supply will not be intercepted while being transmitted to and from us over the internet. Email sent to or from the site may not be secure, and you should therefore take special care in deciding what information you send to us via email.

## GDPR Rights

If you are within the European Union, you are entitled to certain information and have certain rights under the General Data Protection Regulation.

We will retain any information you choose to provide to us until the earlier of: (a) you asking us to delete the information, (b) our decision to cease using our existing data providers, or (c) the company decides that the value in retaining the data is outweighed by the costs of retaining it.

You have the right to request access to your data that the company stores and the rights to either rectify or erase your personal data. You have the right to seek restrictions on the processing of your data. You have the right to object to the processing of your data and the right to the portability of your data. To the extent that you provided consent to the company's processing of your personal data, you have the right to withdraw that consent at any time, without affecting the lawfulness of processing based upon consent that occurred prior to your withdrawal of consent. You have the right to lodge a

complaint with a supervisory authority that has jurisdiction over issues related to the General Data Protection Regulation.

We require only the information that is reasonably required to enter into a contract with you. We will not require you to provide consent for any unnecessary processing as a condition of entering into a contract with us.

## Children

We do not knowingly collect personal information from children under the age of 13 through the site. If you are under 13, please do not give us any personal information. We encourage parents and legal guardians to monitor their children's internet usage and to help enforce our Privacy Policy by instructing their children to never provide personal information through the websites without their permission. If you have reason to believe that a child under the age of 13 has provided personal information to us, please contact us, and we will delete that information from our databases.

## California Residents

The State of California has established its own unique regulations that apply to California residents. If you reside in California, you have the right to obtain from us, once per year and free of charge, information regarding what information we disclose to third party marketers, and the names and addresses of each third party to whom we disclose your data. If you are a California resident and would like to make such a request, please use the contact information listed below.

## External Links

Our site may include hyperlinks to other websites not controlled by us. We recommend that 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 websites 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.

## Privacy Policy Changes

Although most changes are likely to be minor, Typewolf may change its privacy policy from time to time, and in Typewolf's sole discretion. Typewolf encourages visitors to frequently check this page for any changes to its privacy policy.



## Contact Us

Colvert Commercial, LLC welcomes your questions or comments regarding these Terms and Conditions, Disclaimer and Privacy Policy:

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