

Balanced Success Academy

Privacy Policy and Terms & Conditions

Privacy Policy:

What information do we collect?

While using our Service, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you (“Personal Data”). Personally identifiable information may include, but is not limited to:

- * Email address
- * First name and last name
- * Address, State, Province, ZIP/Postal code, City
- * Mobile phone number
- * Cookies and Usage Data

By providing your mobile number, you give us consent to receive text messages and notifications for informational and promotional purposes. The frequency of messages may vary depending on your interactions with our website. Standard message and data rates may apply.

Like many websites, we use cookies to enhance your experience and gather information about visitors and visits to our websites. Please refer to the “do we use cookies” section below for information about cookies and how we use them.

How do we use your information?

We may use the information we collect from you when you register, purchase products, enter a contest or promotion, respond to a survey or marketing communication, surf the website, or use certain other site features in the following ways:

To personalize your site experience and to allow us to deliver the type of content and product offerings in which you are most interested.

To allow us to better service you in responding to your customer service requests. To quickly process your transactions.

To administer a contest, promotion, survey or other site feature.

If you have opted-in to receive our email newsletter or free ebook reports, we will send you educational and marketing emails.

If you would no longer like to receive promotional email from us, please refer to the "How can you opt-out, remove or modify information you have provided to us?" section below.

If you have not opted-in to receive email newsletters, you will not receive these emails. Visitors who register or participate in other site features such as marketing programs and 'members-only' content will be given a choice whether they would like to be on our email list and receive e-mail communications from us.

Do We Use Cookies?

We use cookies and similar tracking technologies to track the activity on our Service and hold certain information.

Cookies are files with a small amount of data which may include an anonymous unique identifier. Cookies are sent to your browser from a website and stored on your device. Tracking technologies also used are beacons, tags, and scripts to collect and track information and to improve and analyze our Service.

You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our Service.

Examples of Cookies we use:

- Session Cookies. We use Session Cookies to operate our Service.
- Preference Cookies. We use Preference Cookies to remember your preferences and various settings.
- Security Cookies. We use Security Cookies for security purposes.

How do we protect visitor information?

We implement a variety of security measures to maintain the safety of your personal information. Your personal information is contained behind secured networks and is only accessible by a limited number of persons who have special access rights to such systems, and are required to keep the information confidential. When you place orders or access your personal information, we offer the use of a secure server. All sensitive/credit

information you supply is transmitted via Secure Socket Layer (SSL) technology and then encrypted into our databases to be only accessed as stated above.

Do we disclose the information we collect to outside parties?

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information unless we provide you with advance notice, except as described below. It does not include website hosting partners and other 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.

How can you opt-out, remove or modify information you have provided to us?

To modify your email subscriptions, you can find an unsubscribe link at the bottom of each email. Please note that due to email production schedules you may receive any emails already in production. Please note that we may maintain information about an individual sales transaction in order to service that transaction and for record keeping.

Links to Third party sites

Our Service may contain links to other sites that are not operated by us. If you click on a third party link, you will be directed to that third party's site. We strongly advise you to review the Privacy Policy of every site you visit.

We have no control over and assume no responsibility for the content, privacy policies or practices of any third party sites or services.

Children's Privacy

Our Service does not address anyone under the age of 18 ("Children").

We do not knowingly collect personally identifiable information from anyone under the age of 18. If you are a parent or guardian and you are aware that your Children have provided us with Personal Data, please contact us. If we become aware that we have collected Personal Data from children without verification of parental consent, we take steps to remove that information from our servers.

Changes to our policy

If we decide to change our privacy policy, we will post those changes on this page. Policy changes will apply only to information collected after the date of the change. This policy was last modified on October 9, 2024.

Questions and feedback

We welcome your questions, comments, and concerns about privacy. Please send any and all feedback pertaining to privacy, or any other issue to tina@tinasalisbury.com.

Online Policy Only.

This online privacy policy applies only to information collected through our website and not to information collected offline.

Terms and Conditions Policy:

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING ANY WEBSITES ASSOCIATED WITH Tina Salisbury Coaching. All users of these sites agree that access to and use of this site is for personal use and is subject to the following terms and conditions and other applicable law. If you do not agree to these terms and conditions, please do not use these sites.

TERMS AND CONDITIONS

The Website Standard Terms And Conditions contained herein on this webpage, shall govern your use of this Website, including all pages and programs within this Website (collectively referred to herein below as this "Website"). These Terms apply in full force and effect to your use of these Websites and by using these Websites, you expressly accept all terms and conditions contained herein in full. You must not use these Websites, if you have any objection to any of these Website Standard Terms And Conditions.

Payment:

You agree to the fees and payment schedule selected at checkout.

A. BALANCED SUCCESS ACADEMY:

Paid in Full: Upon registering for Balanced Success Academy, you agree to pay the one-time payment in full of \$697.

Monthly Payments: Upon registering for Balanced Success Academy, your first payment of \$242 will be due, followed by 2 additional monthly payments of \$242. The recurring payment of \$242 will be charged to your card on the same calendar day each month (if, for example, you join on Jan 10, your card

will be charged again on Feb 10 and March 10) after which time the program will be paid in full.

B. MOMENTUM MEMBERSHIP PROGRAM:

Month-to-Month Commitment, Cancel at any Time: Upon registering for Momentum Membership, your first payment of USD \$175 will be due, followed by monthly payments of USD \$175. The recurring monthly payment of \$175 will be charged to your card on the same calendar day each month (if, for example, you join on Jan 10, your card will be charged again on Feb 10, March 10 and so on) unless terminated by either you or us. You can cancel at any time before the next month's payment is charged, as outlined below in the Termination or Cancellation paragraph. In the event you do cancel, default or late payments will be due immediately.

Annual Commitment: Upon registering for Momentum Membership, you agree to register for a one (1) month trial for USD \$175. The day after the conclusion of your one-month trial, your annual membership payment of USD \$1997 which will automatically be charged to your card on file. Your annual membership will automatically renew, and recurring annual payments will be automatically charged to your card on the same calendar day, each year after your first annual membership payment (if, for example, you join on Jan 10, 2025 your card will be charged again on Jan 10, 2026 and so on) unless terminated by either you or us. You can cancel at any time before the next annual payment is charged, as outlined below in the Termination or Cancellation paragraph. In the event you do cancel, default or late payments will be due immediately.

Refunds:

Your satisfaction with the Balanced Success Academy (BSA) and Momentum Membership are important to us. However, because of the extensive time, effort, preparation and care that goes into creating and providing BSA, and due to the nature of the Program and Content that cannot be “returned,” we have a no refund policy. We do not give partial month refunds, partial refunds on annual payments, or refunds of any kind.

After the purchase of Balanced Success Academy is complete, there are no refunds provided. All payments must be made according to the payment schedule. After completing the 12-week BSA program, ongoing membership to all Balanced Success Academy resources, coaching, learning library and members only community is available by continuing in our MOMentum Membership and can be renewed on an annual or monthly basis.

Lifetime and Ongoing Access policy:

You have lifetime access to the Balanced Success Academy Foundation Modules and workbook. That means that after your first 90-days of the program is complete, you will retain access to the Balanced Success Academy Modules. Access to the Momentum tools, Study Vault, monthly program content, members-only podcast, Facebook group and access to coaching will not be available unless membership is continued.

Monthly payment plan policy:

If you are on a monthly payment plan, you are required to complete all of your monthly payments regardless of your activity in Balanced Success Academy. Failure to complete your monthly payments may result in denied access to your content hub and coaching.

Declined payment policy:

As a client in Balanced Success Academy, you are required to complete all of your payments. You have 5 business days from the date of the payment decline to bring your account into good standing. Failure to bring your account into good standing may result in denied access to your content hub and coaching.

1:1 call cancellation, reschedule and no show policy:

Balanced Success Academy requires 1 business day notice to cancel or reschedule a 1:1 coaching session. We understand that emergencies occur and will be treated on a case by case basis. If you have a 1:1 coaching session scheduled and do not show up for your scheduled appointment, you will have 1 opportunity to reschedule. If you do not show up for that rescheduled session you will forfeit the session and will not be able to rebook it.

Hours Of Operation:

Balanced Success Academy offers the following hours of operation: Monday - Friday, from 10:00 am MST to 4:00 PM MST. All client communication will be responded to within 1 business day or sooner during regular business hours. This includes responses inside of the Balanced Success Academy Facebook group.

Friends & Family Discount Policy:

If you were to refer a friend or family member to Balanced Success Academy you and your friend or family member who joins Balanced Success Academy will receive an extra 45 minute 1:1 coaching session. There is no monetary compensation or discount for referrals.

Use in Testimonials and Marketing:

By posting or submitting any material while participating in programs and websites of Tina Salisbury Coaching, such as comments, posts, photos,

designs, graphics, images or videos or other contributions, you are representing to us that you are the owner of all such materials, and you are at least 18 years old. You are also granting us, and anyone authorized by us, an unlimited, royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide license to use, copy, modify, transmit, sell, exploit, create derivative works from, distribute, and/or publicly perform or display your contributions, in whole or in part, in any manner or medium, now known or developed in the future, for any purpose, and granting us the right to make it part of Tina Salisbury Coaching's current or future Program and Content. This right includes granting us proprietary rights or intellectual property rights under any relevant jurisdiction without any further permission from you or compensation by us to you.

You also consent to photographs, videos, and/or audio recordings, including teleconference calls, webinars, or other communications, that may be made by Tina Salisbury Coaching during any Program that may contain you, your voice and/or your likeness. In the Company's sole discretion, we reserve the right to use these photographs, videos, and or/audio recordings and/or any other materials submitted by you to Tina Salisbury Coaching or created by Tina Salisbury Coaching in connection with your participation in any Program, for any reason, without compensation to you at any time, now or at any time in the future.

You also grant us, and anyone authorized by us, the right to use your likeness and identify you as the author and individual depicted in any comments, posts, photos, images, videos or other contributions created by you or Tina Salisbury Coaching, or by name, email address, or screen name, for any purposes, including commercial purposes and advertising. You acknowledge that we have the right but not the obligation to use any contributions from you and that we may elect to cease the use of any such contributions in the Program or in our Content at any time for any reason.

This means you give Tina Salisbury Coaching permission to use anything you submit or post in Tina Salisbury Coaching programs or any third-party forum or website operated by the Company, or anything captured by Tina Salisbury Coaching during your participation in the Programs, including images in which your face is visible and recognizable.

Discount Policy:

Tina Salisbury Coaching does not offer discounts unless otherwise advertised during a specific promotional period. If the specific promotional period has ended, no discount will be offered.

Copyright:

The entire content included in these Websites including but not limited to text, graphics or code is copyrighted as a collective work under the United States of America and other copyright laws, and is the property of Tina Salisbury Coaching. The collective work includes works that are licensed to Tina Salisbury Coaching, ALL RIGHTS RESERVED. Permission is granted to electronically copy and print hard copy portions of these Websites for the sole purpose of placing an order with Tina Salisbury Coaching, or purchasing products from Tina Salisbury Coaching.

You may display and, subject to any expressly stated restrictions or limitations relating to specific material, download or print portions of the material from the different areas of these Websites solely for your own non-commercial use, or to place an order with Tina Salisbury Coaching or to purchase Tina Salisbury Coaching products. Any other use, including but not limited to the reproduction, distribution, display or transmission of the content of these Websites is strictly prohibited, unless authorized by Tina Salisbury Coaching. You further agree not to change or delete any proprietary notices from materials downloaded from the Websites.

Trademarks:

All trademarks, service marks and trade names of Tina Salisbury Coaching used on the Websites are trademarks or registered trademarks of Tina Salisbury Coaching.

Warranty Disclaimer:

This Website and the materials and products on this Website are provided “as is” and without warranties of any kind, whether expressed or implied. To the fullest extent permissible pursuant to applicable law, Tina Salisbury Coaching disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability for a particular purpose and non-infringement. Tina Salisbury Coaching does not represent or warrant that the functions contained in the Websites will be uninterrupted or error-free, that the defects will be corrected, or that these Websites or the server that makes the Websites available are free of viruses or other harmful components. Tina Salisbury Coaching does not make any warranties or representations regarding the use of the materials on these Websites in terms of their correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise.

Medical Disclaimer:

The Sites Do Not Provide Medical Advice (physical, mental, psychological, ect.). The contents of Balanced Success Academy and Tina Salisbury Coaching websites, such as text, graphics, images, programs, information obtained from Tina Salisbury Coaching, and any other material contained on the Balanced Success Academy Site (“Content”) are for informational purposes only. The Content is not intended to be a substitute for professional medical advice, diagnosis or treatment. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition. Never disregard professional medical advice

or delay in seeking it because of something you read on the Tina Salisbury Coaching Sites.

Limitation of Liability:

Tina Salisbury Coaching shall not be liable for any special or consequential damages that result from the use of, or the inability to use, the materials on this Website or the performance of the products, even if Tina Salisbury Coaching has been advised of the possibility of such damages. Applicable law may not allow the limitation of exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you.

For Educational and Informational Purposes Only:

The information provided in or through these Websites are for educational and informational purposes only and solely as a self-help tool for your own use.

Personal Responsibility:

You aim to accurately represent the information provided to us on or through our Websites. You acknowledge that you are participating voluntarily in using our Websites and that you are solely and personally responsible for your choices, actions and results, now and in the future. You accept full responsibility for the consequences of your use, or non-use, of any information provided on or through these Websites, and you agree to use your own judgment and due diligence before implementing any idea, suggestion or recommendation from our Websites to your life, family or business.

Code of Conduct:

You may not use Balanced Success Academy for any illegal or unauthorized purpose. In addition to the laws of the State of Utah and United States of

America, you also agree to comply with all local laws that apply to your use of the Websites. You may not use the Websites in any manner which could disable, overburden, damage, or impair the Websites, or interfere with any other party's use and enjoyment of the Websites. You agree that you are responsible for your own conduct and communications while using the Websites and for any consequences of that use. You agree that when using the Websites, you will not post or upload any inappropriate, promotional, defamatory, destructive, obscene, or unlawful content; defame, abuse, harass, or otherwise violate the legal rights (such as rights of privacy and publicity) of others or upload dangerous or harmful files. Tina Salisbury Coaching reserves the right to remove individuals from our community in instances of misconduct.

No Guarantees:

Balanced Success Academy is to support and assist you in reaching your own goals, but your success depends primarily on your own effort, motivation, commitment and follow-through. Tina Salisbury Coaching cannot predict and does not guarantee that you will attain a particular result, and you accept and understand that results differ for each individual. Each individual's results depend on his or her unique background, dedication, desire, motivation, actions, and numerous other factors. You fully agree that there are no guarantees as to the specific outcome or results you can expect from using the information you receive on or through these Websites.

Purchases and Subscriptions:

If you wish to purchase any product or service made available through the Website ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your name, phone number, email address, physical address, credit card information and geographic location. Please view our Privacy Policy for more information on how we use your personal information. Some parts of the Balanced Success

Academy and/or Momentum may be billed on a payment plan basis. You will be billed in advance on a recurring basis as per the payment plan agreement.

Earnings Disclaimer:

Any earnings, income statements or examples of success shown through our Websites are only estimates of what might be possible now or in the future. There can be no assurance as to any particular outcome based on the use of our Websites. You agree that Tina Salisbury Coaching is not responsible for the success or failure of your personal or business decisions, the increase or decrease of your finances or income level, or any other result of any kind that you may have as a result of information presented to you through our Website. You are solely responsible for your results.

Indemnification and Release of Claims:

You hereby fully and completely hold harmless, indemnify and release Tina Salisbury Coaching and any of its agents, consultants, affiliates, team members, joint venture partners, employees, shareholders, directors, staff, team members, or anyone otherwise affiliated with the business from any and all causes of action, allegations, suits, claims, damages, or demands whatsoever, in law or equity, that may arise in the past, present or future that is in any way related to our Websites.

Errors and Omissions:

Although every effort is made to ensure the accuracy of information shared on or through these Websites, the information may inadvertently contain inaccuracies or typographical errors. You agree that Tina Salisbury Coaching is not responsible for the views, opinions, or accuracy of facts referenced on or through the Websites, or of those of any other individual or company affiliated with Tina Salisbury Coaching in any way. Because scientific, technology and business practices are constantly evolving, you agree that

Tina Salisbury Coaching is not responsible for the accuracy of our Websites, or for any errors or omissions that may occur.

No Endorsement:

References or links in our Websites to the information, opinions, advice, programs, products or services of any other individual, business or entity does not constitute our formal endorsement Tina Salisbury Coaching and is merely sharing information for your own self-help. Tina Salisbury Coaching is not responsible for the Website content, blogs, e-mails, videos, social media, programs, products and/or services of any other person, business or entity that may be linked or referenced in our Websites. Conversely, should our Websites link appear in any other individuals, businesses or entities Websites, program, product or services, it does not constitute our formal endorsement of them, their business or their Website either.

Affiliates:

From time to time, we may promote, affiliate with, or partner with other individuals or businesses whose programs, products and services align with mine. There may be instances when we promote, market, share or sell programs, products or services for other partners and in exchange we may receive financial compensation or other rewards. Tina Salisbury Coaching is highly selective and only promotes the partners whose programs, products and/or services we respect. At the same time, you agree that any such promotion or marketing does not serve as any form of endorsement whatsoever. You are still required to use your own judgment to determine that any such program, product or service is appropriate for you. You are assuming all risks, and you agree that Tina Salisbury Coaching is not liable in any way for any program, product or service that I may promote, market, share or sell on or through our Website.

Variation:

Tina Salisbury Coaching shall have the right in its absolute discretion at any time and without notice to amend, remove or vary the Services and/or any page of this Website.

Complaints:

Tina Salisbury Coaching offers support to our clients a complaints handling procedure which we will use to try to resolve disputes when they first arise, with a solution that is mutually agreeable to both the client and Tina Salisbury Coaching. Please let us know if you have any complaints or comments at support@tinasalisbury.com.

Severability:

If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

Entire Agreement:

These Terms, including any legal notices and disclaimers contained on this Website, constitute the entire agreement between Tina Salisbury Coaching and you in relation to your use of this Website, and supersede all prior agreements and understandings with respect to the same.

By using our Websites you are agreeing to all parts of the above Disclaimer. If you have any questions about this Disclaimer, please contact us at support@tinasalsibury.com.