

PRIVACY POLICY

Driven To Peak Consulting (“company”, “I”, “we” or “us”) is dedicated to respecting the privacy of your personal information, and this privacy policy describes what information is collected from you on driventopeakconsulting.com (hereinafter the “website”) and how it is used. The term “you” refers to anyone who uses, visits and/or views the website.

By visiting and using the website, you accept and agree to be bound by this privacy policy. Your continued use of the website after posting of any changes to our Privacy Policy constitutes your acceptance of those changes and updates. You must not access or use the website if you do not wish to be bound by this Privacy Policy.

CHILDREN’S PRIVACY

We respect the privacy of children and “child” means an individual under the age of 13. All information and content on this website is intended for individuals over the age of 18 that reside in the United States. Children under the age of 18 are prohibited from using this website. We do not knowingly collect, use or disclose personal information from children under the age of 13 without prior parental or guardian consent. If you believe personal information is collected from someone under the age of 13 without parental or guardian consent, then please contact us to have that information deleted.

WHAT INFORMATION WE COLLECT AND HOW IT IS USED

When you access the website, you may provide certain personally identifiable information including but not limited to your name, email address, phone number, address, avatar image, credit card information when you make a purchase on the website.

This information is collected when you register on the site, place an order, subscribe to a newsletter, contact us, use the search feature on the website,

provide comments or any other feedback, fill out a form or use live chat or enter any other information on the website to communicate with us. From time to time, we may also collect information that you submit when you participate in any online surveys that we may post on our website.

Your personal information is used to personalize your experience, improve the website to better serve you, provide customer service support, efficiently process your requests or transactions, tailor advertisements to you, elicit reviews of services or products, provide you offers, promotions and to follow up with you through correspondence (email, live chat, or phone). We may also use this information to provide you offers and promotions from our partners and/or our affiliates in exchange for a commission without additional cost to you.

Additionally, like other websites, this website automatically collects certain information about you through Log Data and Google Analytics. Log Data is information about your computer's Internet Protocol Address, which is your "IP" address, browser information, Internet Service Provider's information, your operating system, and your browser type. Similarly, Google Analytics collects certain information about your location, browsing history, the pages you visit, equipment you used to access the website, traffic patterns, and other general patterns related to your use of the website.

This information is used to analyze website statistics related to user behavior and interests, improve our performance and your use of the website and to further enhance our products and services offered to you.

COMMENTS AND SOCIAL MEDIA

If you leave a comment, the comment and its metadata are retained indefinitely. This is so we can recognize and approve any follow-up comments automatically instead of holding them in a moderation queue. When you leave a comment, your name, email address and website/organization name is not shared with a third party, and may be used to communicate with you.

Social media accounts and sharing options are available on this website. Social media sites (Facebook, Twitter, YouTube, and so forth) can track your personal information. Should you choose to interact with us on social media, please note that you will be voluntarily disclosing that personal information. This information is no longer private. It becomes public information and can be collected and used

by others. We have no control over and take no responsibility for the use, storage or dissemination of such publicly disclosed personal information by you.

Any such interactions via comments and social media with us do not subject us to any kind of liability related to misuse of your information by others.

USE OF COOKIES

The website may use cookies to facilitate your use of the website. Cookies are files with small amounts of data including an anonymous unique identifier that a website sends to your computer's hard drive when you are viewing the website. Just like other websites, we automatically collect some non-personally identifiable information including but not limited to your IP address, geographic location, language preference, date and time of visitors.

When you leave a comment on our website, you may opt-in to saving your name, email address and website in cookies. These are for your convenience so that you do not have to fill in your details again when you leave another comment. These cookies will last for one year.

If you have an account and you log in to this website, we will set a temporary cookie to determine if your browser accepts cookies. This cookie contains no personal data and is discarded when you close your browser.

This information is only collected to better serve and understand your user experience on the website. You have the option of turning off cookies on your computer should you wish to do so. If you choose to do that, you may not be able to view all features and content of this website.

THIRD PARTY LINKS AND USE

We may include, offer or advertise third party links, products or services on the website. Once you click on a third party link and leave this website, you are no longer bound by our Privacy Policy and Terms and Conditions.

Articles on this website may include embedded content (e.g. videos, images, advertisements, etc.). Embedded content from other websites behaves in the exact same way as if the visitor has visited the other website. These websites may collect data about you, use cookies, embed additional third-party tracking, and monitor your interaction with that embedded content, including tracing your interaction with the embedded content if you have an account and are logged in to that website.

We may use Google AdSense advertising along with any other third party advertising on the website. Google is a third party that also uses cookies to serve ads on the website for the purpose of providing a positive user experience. You can opt out of Google by visiting their privacy policy.

We have no control over these third parties and they have their own privacy policies. Neither are we responsible for the activities and practices of these third parties. You should contact them directly and read their privacy policies for any questions.

DISCLOSURE OF YOUR INFORMATION

As a general rule, we do not disclose your personal information to third parties without your consent with the exception of the following circumstances:

1. We may disclose your information to our trusted third parties that work with us such as our website hosting partners, email marketing service provider, other service providers that assist in the operation of the website, and any other affiliates and subsidiaries we rely upon to provide you products and services offered here.
2. We may disclose your information in order to comply with state or federal regulations related to copyright infringement lawsuits or any other legal claims related to the website.
3. We may disclose your information to our successor and/or acquiring party in the event of a merger, acquisition, restructuring, dissolution or partial sale in the future. However, your personal information will be transferred to the acquiring party in accordance with this privacy policy.

EMAIL MARKETING

You have the option of opting in or unsubscribing from our email list. By subscribing and opting in, you agree to receiving newsletters, updates, messages, promotional materials and any other content related to this website. When you send an email, your email message along with email address and responses are saved for communication purposes with you. This information is kept confidential and we do not share, sell or trade your email information with third parties except as otherwise stated in this privacy policy.

We do not envision offering goods or services to individuals living in the European Union as outlined in the General Data Protection Regulation (“GDPR”).

If you are in the European Union and opt in to receive any of our free products or services and/or purchase any products or services through our website then you will be subscribed to receive our free email newsletter once you affirmatively consent to it. Please see **Opt Out** section below should you wish to “unsubscribe” and not receive any emails from us.

But if you are NOT in the European Union then you will be automatically subscribed to receive our free email newsletter once you opt in to receive any of our free products or services and/or purchase any products or services through our website. Please see **Opt Out** section below should you wish to “unsubscribe” and not receive any emails from us.

OPT OUT

We comply with the CAN-SPAM Act of 2003 and do not spam or send misleading information. Should you wish to no longer receive communication from us, you have the option of unsubscribing by clicking “unsubscribe” in the bottom of the email we send to you or by contacting us.

As for third party websites, please contact them directly to unsubscribe and/or opt out from their communications.

GDPR VISITOR RIGHTS

Under the GDPR, if you are within the European Union, you are entitled to certain rights and information listed below.

We will retain any information you choose to provide to us until the earlier of:

1. You ask us to delete the information by sending a request to PattyLuu@driventopeakconsulting.com. Please note that such requests may result in you no longer being able to access paid or free content previously provided to you.
2. Our decision to cease using our existing data providers.
3. The Company decides to no longer be in business or continue to offer the services.
4. The data is no longer needed to provide you service, is too costly to maintain further retention, or the Company finds it outdated.

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.

If you have provided consent to the Company’s processing of your personal data, you have the right to withdraw that consent 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 necessary 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.

SECURITY

The security of your personal information is important to us, and we strive to follow generally commercial industry standards to protect your personal information submitted to us voluntarily and automatically. However, no method of transmission over the Internet is 100% secure and we cannot guarantee absolute security of your information. When you make a credit card purchase or purchase through any means on the website, you will be directed to a third party vendor to complete the transaction. Any information you provide during the checkout process is not stored on our website but instead provided to the third party vendor that completes the purchase transaction.

By using this website, you agree to hold us harmless for any security breach and for any unauthorized use of your personal information by third parties. You also agree that we cannot be held responsible for any disclosure of your information through our website without our knowledge and consent.

PRIVACY POLICY UPDATES

This privacy policy is effective as of October 18, 2018 and will be updated and modified as needed. You are responsible for visiting this page periodically to check for future updates to this policy. Any modifications to this privacy policy will be effective upon our publishing of the new terms, and your continued use of our website after the posting of any updates constitutes your acceptance of our modified privacy policy.

CONTACT

For any questions or comments regarding the privacy policy, please contact us at PattyLuu@driventopeakconsulting.com.

DISCLAIMER

GENERAL INFORMATION

Driven To Peak Consulting (“company”, “I”, “we” or “us”) provides general educational information on various topics on this website as a public service, which should not be construed as professional, financial, real-estate, tax or legal advice. These are my personal opinions only.

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hateful, vulgar, obscene, libelous, pornographic, threatening, (c) encourages or advocates conduct that would constitute a criminal offense, giving rise to civil liability or otherwise violate any law, (d) distribute material including but not limited to spyware, computer virus, any kind of malicious computer software or any other harmful information that is actionable by law, (e) any attempts to gain unauthorized access to any portion or feature of the website, and (f) send unsolicited or unauthorized material or cause disruption in the operation of the website. You agree to use the website for lawful purposes only and shall be liable for damages resulting from violation of any provision contained in these Terms and Conditions.

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You also expressly agree that we and/or our officers, employees, successors, shareholders, joint venture partners or anyone else working with us shall not be liable to you for any damages resulting from 1) any errors or omissions on the website, delay or denial of any products or services, failure of performance of any kind, interruption in the operation and your use of the website, website attacks including computer virus, hacking of information, and any other system failures; 2) any loss of income, use, data, revenue, profits, business or any goodwill related to the website; 3) any theft or unauthorized access by third party of your information from the website regardless of our negligence; and 4) any use or misuse of the information, products and/or services offered here.

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INDEMNIFICATION

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These Terms and Conditions along with our Privacy Policy and Disclaimer constitutes the entire agreement between you and us with respect to this website. It supersedes all prior or contemporaneous communications, discussions, negotiations or proposals we may have had with you whether electronic, oral or written.

A printed version of this entire agreement including the Privacy Policy and Disclaimer and of any notice given in electronic form shall be admissible in judicial or administrative proceedings with respect to this website to the same extent and given the same effect as other business contracts and documents kept and maintained in printed form.

SEVERABILITY

If any provision in these Terms and Conditions is deemed by a court, regulatory authority or other public or private tribunal of competent jurisdiction to be invalid or unenforceable, such provision is deemed to have been omitted from this Agreement. The remainder of this Agreement remains in full force and effect, and is modified to any extent necessary to give such force and effect to the remaining provisions, but only to such extent.

CONTACT

For any questions, please contact us at PattyLuu@driventopeakconsulting.com.