

KELLIESTES.COM PRIVACY POLICY and TERM & CONDITIONS OF USE

PRIVACY POLICY

We at **KELLI ESTES LLC** respect Your privacy. This Privacy Policy is designed to explain how We collect, use, share, and protect the personal information You provide to Us when You access Our website, purchase Our goods or services, or engage with Us on social media, as well as Your own rights to the information We collect.

Please read this Privacy Policy carefully. We will alert You to any changes to this Policy by changing the “last updated” date at the top of this Policy. Any changes become effective immediately upon publication on Our website, and You waive specific notice of any changes to the Policy by continuing to use and access Our site(s). We encourage You to review this Privacy Policy periodically, when You use Our website for any purpose or engage with Us on social media. You are deemed to have accepted any changes to any revised Privacy Policy by Your continued use of Our website after the revised Privacy Policy is posted.

This Privacy Policy does not apply to third-party websites, products, or services, even if Our website links to them or they link to Our website. We recommend you review the privacy practices of those third parties before sharing any personal information with them or accessing their websites.

INFORMATION THAT WE COLLECT

We collect a variety of information from You when You visit Our website, make purchases, or interact with Us on social media. By accepting this Privacy Policy, You are specifically consenting to Our collection of the data described below, to Our use of the data, to the processing of this data, and to Our sharing of the data with third-party processors as needed for Our legitimate business interests. The information We collect may include:

PERSONAL DATA

Personal Data is information that can be used to identify You specifically, including Your name, shipping address, email address, telephone number, or demographic information like Your age, gender, or hometown. You consent to giving Us this information by providing it to Us voluntarily on Our website or any mobile application. You provide some of this information when You register with or make purchases from Our website. You may also provide this information by participating in various activities associated with Our site, including responding to blogs, contacting Us with questions, or participating in group training. Your decision to disclose this data is entirely voluntary. You are under no obligation to provide this information, but Your refusal may prevent You from accessing certain benefits from Our website or from making purchases.

DERIVATIVE DATA

Derivative data is information that Our servers automatically collect about You when You access Our website, such as Your IP address, browser type, the dates and times that You access Our website, 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. Derivative data may also include data collected by third-party service providers, such as advertising and analytics providers, and may include cookies, log data, or web beacons. Cookies are discussed more fully below. Derivative data collected by third-party service providers generally does not identify a specific individual.

SOCIAL NETWORKING DATA

We may access personal information from social networking sites and apps, including Facebook, Instagram, LinkedIn, X, Snapchat, or other social networking sites or apps not named specifically here, which may include Your name, Your social network username, location, email address, age, gender, profile picture, and any other public information. If You do not want Us to access this information, please go to the specific social networking site and change Your privacy settings.

MOBILE DEVICE DATA

If You use Our website via a mobile device or app, We may collect information about Your mobile device, including device ID, model and manufacturer, and location information.

OTHER DATA

On occasion, You may give Us additional data in order to enter into a contest or giveaway or to participate in a survey. You will be prompted for this information and it will be clear that You are offering this kind of information in exchange for an entry into such a contest or giveaway.

HOW WE USE YOUR INFORMATION

Your information allows Us to offer You certain products and services, including the use of Our website, to fulfill Our obligations to You, to customize Your interaction with Our company and Our website, and to allow Us to suggest other products and services We think might interest You. We generally store Your data and transmit it to a third party for processing. However, to the extent We process Your data, We do so to serve Our legitimate business interests (such as providing You with the opportunity to purchase Our goods or services and interact with Our website or mobile app).

Specifically, We may use the information and data described above to:

1. Create and administer Your account; and
2. Deliver any products or services purchased by You to You; and
3. Correspond with You; and
4. Process payments or refunds; and
5. Contact You about new offerings that We think You will be interested in; and
6. Interact with You via social media; and
7. Send You a newsletter or other updates about Our company or website; and
8. Request feedback from You; and
9. Notify You of updates to Our product and service offerings; and
10. Resolve disputes and troubleshoot any problems; and
11. Administer contests or giveaways; and
12. Generate a profile that is personalized to You, so that future interactions with Our website will be more personal; and
13. Compile anonymous statistical data for Our own use or for a third party's use; and
14. Assist law enforcement as necessary; and
15. Prevent fraudulent activity on Our website or mobile app; and
16. Analyze trends to improve Our website and offerings.

GROUNDS FOR USING AND PROCESSING YOUR DATA

The information We collect and store is used primarily to allow Us to offer goods and services for sale. In addition, **KELLI ESTES LLC** may collect, use, and process Your information based on the following grounds:

LEGITIMATE BUSINESS INTERESTS

We may use and process Your data for Our legitimate business interests, which include, among other things, communicating with You, improving Our goods or services, improving Our website, and providing You with the information or products that You have requested.

Performance of a Contract: We may use and process Your information to enter into a contract with You and to perform Our contractual obligations to You.

Consent: We may use Your data, or permit selected third parties to use Your data, based on Your consent to Our use and sharing of that data. You may withdraw Your consent at any time, but doing so may affect Your ability to use Our website or other offerings.

As required by law: We may also use or process Your data as required for Us to comply with legal obligations.

WHY WE DISCLOSE YOUR INFORMATION

We may share Your information with third parties in certain situations. In particular, We may share Your data with third-party processors as needed to serve Our legitimate business

interests, which include administration of Our website, administration of Your account, entering into contracts with You, communicating with You, taking orders for goods or services, delivering Our goods and services, identifying trends, protecting the security of Our company and website, and marketing additional goods and services to You. The legal basis for Our disclosure of Your data is both Your Consent to this Privacy Policy and Our own right to protect and promote Our legitimate business interests.

The following are specific reasons why We may share Your information:

Third-Party Processing: We may disclose Your information to third parties who assist Us with various tasks, including payment processing, hosting services, email delivery, communications, and customer service. We may not always disclose these third-party processors if not required by law. We do not authorize them to use or disclose Your personal information except in connection with providing Our company with their services.

By Law: We may share Your data as required by law or to respond to legal process, including a subpoena, or as necessary to protect the rights, property, and safety of others. This includes sharing information with other parties to prevent or address fraud and to avoid credit risks.

To Protect Our Company: We may use Your information to protect Our company, including to investigate and remedy any violations of Our rights or policies. We may also disclose Your information as reasonably necessary to acquire and maintain insurance coverage, manage risks, obtain financial or legal advice, or to exercise or defend against legal claims.

Business Transfers: In the unlikely event Our company engages in a merger, acquisition, bankruptcy proceedings, dissolution, reorganization, or similar transaction or proceeding, We may transfer or share Your data as part of that proceeding. In such transitions, customer information is one of the business assets that is acquired by a third party. You acknowledge that such business transfers may occur and that Your personal information can continue to be stored, used, or processed as otherwise set forth in this privacy policy.

Other Third Parties: We may share information with advertisers, Our investors, or other third parties for the purpose of conducting general business analysis. If We do so, We will make reasonable efforts to inform You if required by law.

Interaction With Others: If You interact with others on Our website or mobile apps, such as participating in a group chat or a group online course, other users may have access to some of Your data, including Your name, profile picture, and Your history of interaction with Our websites, such as prior comments or posts.

Online Postings: When You post online, Your posts may be viewed by others, and We may distribute Your comments outside the website.

External Links: Our website may include hyperlinks to other websites not controlled by Us. We suggest 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 website 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.

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.

TRACKING TECHNOLOGIES

Log Files: Like many other websites, We make use of log files. These files merely log visitors to the site – usually a standard procedure for hosting companies and a part of hosting services’ analytics. The information inside the log files includes internet protocol (IP) addresses, browser type, Internet Service Provider (ISP), date/time stamp, referring/exit pages, and possibly the number of clicks. This information is used to analyze trends, administer the site, track user’s movement around the site, and gather demographic information. IP addresses and other such information are not linked to any information that is personally identifiable.

Cookies: We also use cookies — small text files sent to Us by Your computer — and web beacons to store certain information. We may use cookies to authenticate Your identity, to determine if You are logged onto Our website, for personalization, for security, for targeted advertising, or for analysis of the performance of Our website and services. For example, cookies allow Us to recommend blog posts to You based on what You have read on Our site in the past. We use cookies that are not specific to Your account but unique enough to allow Us to analyze general trends and use, and to customize Your interaction with Our website. This information helps Us to understand the use of Our site and to improve Our website and service offerings.

We may use any or all of the following types of cookies:

Essential Cookies: These cookies help Us run Our website and improve Your experience with Our website. These cookies may allow content to load more quickly or allow You to access “members only” or repeat-users sections of Our website.

Functionality Cookies: These cookies allow Us to remember Your preferences from earlier visits to Our website, including login information, so that You do not have to input the same information multiple times.

Social Media Cookies: These cookies allow Us to record when You have engaged with a social media tool while visiting Our website. For example, We may record that You have “liked”

a certain aspect of Our website. The social media application may also share data with Us that You have allowed it to share. If You wish to change Your social media sharing settings, please visit the privacy settings of the social media network.

In addition, when You first encounter Our website, You will be asked to “consent to cookies.” If You wish to disable cookies, You may do so through Your individual browser options. However, this may affect Your ability to use or make purchases from Our website. More detailed information about cookie management with specific web browsers can be found at the browsers’ respective websites. More information about cookies can be found at [What Are Cookies?](#) By continuing to use Our website and not disabling cookies on Your browser, You are consenting to Our use of cookies in accordance with the terms of this policy.

In addition, We may use third-party software to post advertisements on Our website or mobile application, to oversee marketing or email campaigns, or manage other company initiatives. These third-party softwares may use cookies or similar tracking technology. We have no control over these third parties or their use of cookies. For more information on opting out of interest-based ads, visit the Network Advertising Initiative Opt-Out Tool or Digital Advertising Alliance Opt-Out Tool.

Pixel Tags: We may use a pixel tag, which is a small graphic file that allows Us to monitor the use of Our website and provide Us with information regarding Your interaction with the website. These tags may collect the IP address from the device You are using, and the browser type. Pixel tags are also used by Our third-party partners to collect information when You visit Our website, and We may use this information to display targeted advertisements.

Email Confirmations: We may receive email confirmations when You open an email from Us. This allows Us to determine if users are responding favorably to Our email communications and to improve those communications.

Other Technologies: Other data technologies may be used that collect comparable information for security, fraud detection, and similar purposes, to give Us information about Your use of Our website, and to greater improve Our website and service offerings to You.

WEBSITE ANALYTICS

We may partner with third-party analytic companies, including GOOGLE ANALYTICS, SHOPIFY ANALYTICS, etc. The analytic companies may also use cookies (described above) or other tracking technologies to analyze visitors’ use of Our website or mobile app to determine the popularity of the content and better understand online activity. We do not transfer personal information to these third-party vendors. However, in order to access Our website, 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.

Google Analytics: You can opt-out of having Your activity on Our website made available to Google Analytics by installing the Google Analytics opt-out browser add-on. This add-on prevents Google Analytics from retrieving information about Your visits to Our website. For more information about Google's Privacy Policy, please visit: <https://policies.google.com/privacy>.

PROCESSING YOUR INFORMATION

For the most part, We do not process Your information in-house, but give it to third-party processors for processing. For example, when PayPal takes Your payment information, they are a third-party processor. They process Your payment and remit the funds to Us. So in many instances, it will be necessary for Us to transmit Your information to a third-party processor, as We do not have the capability to perform these functions. More detail on third-party processing is detailed below.

However, We may, from time to time, process Your data internally. The legal basis for this processing is both Your consent to the processing, Our need to conduct Our legitimate business interests, and to comply with legal obligations. Our purposes in processing this information, if We do, is to administer, maintain, and improve Our website and offerings, to enter into contracts with You, to fulfill the terms of those contracts, to keep records of Our transactions and interactions, to be able to provide You with goods and services, to comply with Our legal obligations, to obtain professional advice, and to protect the rights and interests of Our company, Our customers (including You), and any third parties. We may process the following data:

1. Data associated with Your account, such as Your name, address, email address, and payment information.
2. Data about Your usage of Our website, such as Your IP address, geographical information, and how long You accessed Our website, and what You viewed.
3. Data related to Your personal profile, such as Your name, address, profile picture, interests and hobbies, or employment details.
4. Data that You provide Us in the course of using Our services.
5. Data that You post on Our website, such as comments or responses to blogs.
6. Data that You submit to Us when You make an inquiry regarding Our website or offerings.
7. Data related to Your transactions with Us, including Your purchase of Our goods or services. This information may include contact details and payment information.

8. Data that You provide to Us when You subscribe to Our emails or newsletters, including Your email address and contact information.
9. Data that You submit to Us via correspondence, such as when You email Us with questions.
10. Any other data identified in this policy, for the purpose of complying with Our legal obligations, or to protect the vital interests of You or any other natural person.

INTERNATIONAL DATA

Our website is hosted by servers located in **United States of America**. Therefore, if You reside outside **United States of America**, some of Your data will be transferred internationally to and stored on those servers. In addition, We may use third-party processors (including payment processors) and subcontractors located in **United States of America**. We use all reasonable methods to protect the safety of Your data during transfer, including hosting Our website on reputable servers and engaging reputable third-party processors. By using this site and providing Us with information, You consent to this transfer, processing, and storage of Your information in **United States of America**. Note that the privacy laws in **United States of America** may not be as strict as those in other countries. Please be aware that:

- We may transfer data that We collect to locations outside of Our headquarters for processing or storing, and the data may be processed by Our staff or by third-party processors. For example, We may engage third parties to fulfill orders. By submitting Your personal data, You agree to this transfer, storing, and processing. We take all reasonable steps to make sure Your data is treated securely and in conformity with this Privacy Policy.
- Data that is provided to Us is stored on secure servers. Payment information and other sensitive data will be encrypted to ensure its safety.
- The transmission of data via the internet is never completely secure, and We cannot guarantee the security of data that is sent to Us electronically. Your transmission of data to Us is at Your own risk.
- Where data that You have transmitted to Us is password protected, You are responsible for keeping the password confidential. You are exclusively responsible for any breaches of Your data that results from Your own disclosure of or failure to protect Your password.

Customer data outside the U.S. may be transferred to Our website servers and/or third-party processors or subcontractors that are located in the U.S. We use Mailchimp and Google Analytics, which actively participate(s) in the EU-U.S. Data Privacy Framework. The E.U. has determined that companies participating in the EU-U.S. Data Privacy Framework have adequate safeguards in place to protect customer data.

DATA RETENTION

We retain personal data as long as it is needed to conduct Our legitimate business purposes or to comply with Our legal obligations, or until You ask Us to delete Your data. For example, We will retain certain personal information indefinitely for the purposes of maintaining Your account, unless and until You delete Your account. Data that We gather for a specific and particular purpose, such as assisting law enforcement or analyzing trends, will be kept for no longer than is necessary for that particular purpose. Data that is no longer needed by Us for any of the purposes listed above will be permanently deleted.

We will honor Your request to delete Your data, as described more fully below, unless We are required by law to retain access to the data. However, note that We cannot control the retention policies of third parties. If You wish to have any third parties, including those to whom We've transmitted Your data, delete that data, You will need to contact those third parties directly. You may request from Us a list of all third parties to whom We have transmitted Your data.

We may retain usage data (that is, data that is gathered by Our company or third-party analytics companies for the purpose of analyzing the use of Our website) as needed for internal analysis purposes. This type of data is usually retained for a shorter period of time than personal data, unless the data is necessary to improve the security or functionality of Our website or offerings, or We are legally obligated to retain the data for a longer period of time.

SECURITY OF YOUR INFORMATION

We take all reasonable steps to protect Your personal data and keep Your information secure. We use recognized online secure payment systems and implement generally accepted standards of security to protect against personal data loss or misuse. However, no security measure is foolproof, and no method of data transmission can be guaranteed against interception or misuse. We cannot guarantee complete security of any information You transmit to Us.

By consent to this Privacy Policy, You acknowledge that Your personal data may be available, via the internet, around the world. We cannot prevent the use or misuse of Your data by other parties.

We will notify You promptly of any known breach of Our security systems or Your data which might expose You to serious risk.

CHILDREN'S PRIVACY

This website or mobile app is not designed for use by children under age 16, and We do not knowingly solicit personal data from anyone under age 16. If You are under age 16, do not access or use Our website or related products or services. If We become aware that We have collected personal data of anyone under the age of 16, we will take reasonable steps to promptly delete that personal data. If You become aware that We have collected data of anyone under the age of 16, please contact Us so that We may delete that data.

SENSITIVE DATA

We request that You do not submit any sensitive data to Us, via public postings, email correspondence with Us, or any other method, including social security number, health data, genetic data, or information related to Your ethnic origin, religious beliefs, or criminal history. If You do send Us this information, then by doing so You are consenting to Our use, storage, and processing of this information in accordance with this privacy policy.

YOUR RIGHTS

You have certain rights with respect to Your personal data, as outlined below. Note that We may charge You a reasonable fee for actions that You ask Us to take with respect to Your data if permitted by law. In addition, We reserve the right to request that You provide Us with evidence of Your identity before We take any action with respect to the exercise of Your data rights. Further, Your rights may be restricted or nullified to the extent they conflict with Our compelling business interests, the public interest, or the law.

UPDATE ACCOUNT INFORMATION

You have the right to update or change any information You have provided to Us. To update or delete Your information, please contact Us at info@kelliestes.com.

CONFIRM PERSONAL DATA AND ITS USE

You have the right to request that We confirm what data We hold about You, and for what purposes. You also have the right to confirmation of whether We process Your data or deliver Your data to third-party processors, and for what purposes. We will supply You with copies of Your personal data unless doing so would affect the rights and freedoms of others.

Change Consent: You have the right to change Your consent to Our use of Your information. In such cases, We may require You to delete Your account with Us, as described above, and You may not have full access to Our website.

Request a Copy of Data: You have the right to request a digital copy of the data that We hold about You. Your first request for a copy of Your personal data will be provided free of charge; subsequent requests will incur a reasonable fee if permitted by law.

Transfer Your Data: You have the right to request that We gather and transfer Your data to another controller, in a commonly used and machine readable format, unless doing so would cause Us an undue burden.

Delete All Data: You have the right to request that We delete all data that We hold about You, and We must delete such data without undue delay. There are exceptions to this right, such as

when keeping Your data is required by law, is necessary to exercise the right of freedom of expression and information, is required for compliance with a legal obligation, or is necessary for the exercise or defense of legal claims. Such a request may result in a termination of Your account with Us and You may have limited or no use of Our website.

Emails and Communications: You may opt out of receiving future email correspondence from Us by checking the appropriate box when You register for the account or make a purchase. You may change Your communication settings by contacting Us at info@kelliestes.com.

Marketing Communications: You may opt out of receiving any third-party marketing communications or having Your personal information used for marketing purposes. You may do this by contacting Us at info@kelliestes.com.

Processing: You may, in some circumstances, restrict the processing of Your data, such as when You contest the accuracy of Your data or when You have objected to processing, pending the verification of that objection. When processing has been restricted, We will continue to store Your data but will not pass it on to third-party processors without Your consent, or as necessary to comply with legal obligations or protect Your rights or those of others or Our company. In addition, You may opt out of any processing of Your data altogether. Note, however that doing so may result in the termination of Your account and loss of access to Our website.

Complaints: If You are an EU resident, You have the right to complain to a supervising authority if You believe We are misusing Your data or have violated any of Your rights under this Privacy Policy or applicable law. You may do so in the EU member state in which You reside or have Your place of business or in which the alleged infringement took place. If You are located outside the EU, You may have rights under privacy laws in the jurisdiction where You live.

CALIFORNIA PRIVACY RIGHTS

The State of California has established its own unique regulations that apply to California residents.

As of its effective date of January 1, 2023 We are also using our best efforts to comply with the California Privacy Rights Act, which amends the California Consumer Privacy Act Of 2018, Cal. Civ. Code §§ 1798.100 Et Seq. (CCPA, as amended by the CPRA).

Sensitive Personal Information is a specific subset of personal information defined in the CPRA that includes debit card or credit card numbers in combination with any security code, Your racial or ethnic origin, Your geolocation, contents of mail, email and text messages and government identifiers (like Social Security Numbers).

Any California resident has the following rights under the CCPA, as amended by the CPRA:

- Right to opt-out of the sale and/or sharing of Your personal information.

- Right to provide Your affirmative consent before We process Your Sensitive Personal Information (described above).
- Right to know and access what personal information We collect, sell or share.
- Right to request that We, and our service providers, delete and erase the personal information We collect about You.
- Right to request that We correct inaccurate personal information We collect about You.
- Right to limit the use or disclosure of your Sensitive Personal Information (described above) to only the uses necessary for Us to provide Our services to You. After You exercise this right, We will not use or disclose your Sensitive Personal Information for additional purposes unless You subsequently provide Your consent for the use of Your Sensitive Personal Information for additional purposes.
- Right not to be discriminated against for exercising Your privacy rights described here.

Any California resident may request, free of charge up to twice per year, the personal information We have collected or stored about themselves or about a member of their household. For security purposes, We reserve the right to ask for verification of Your identity and proof of your California residency at the time of your request.

Any California resident has a right to request the personal data We have collected, or request deletion of the personal data We have collected, including but not limited to:

- Any personally identifying information, such as a real name, alias(es), mailing or resident address, IP address, email address, account name, biometrics, or any other data that could uniquely identify a California resident; and
- Commercial information, including products or services purchased, obtained, or considered, search history, interactions with Our website, or any other purchasing or browsing history of Our site and/or offer(s); and
- Site comments made publicly or privately; and
- Geolocation data; and
- Professional or employment-related information; and
- Education information.

We reserve the right to collect any of the above data on California residents and their households.

We DO NOT plan on selling your data. Regardless, any California resident can email us at **info@kelliestes.com** to explicitly request to opt-out of any such sale of data.

California residents also have the option to request a full deletion of their account and any data We have collected and associated with them.

In the preceding 12 months, We have not sold personal data. We do not and will not sell Your personal data unless You give us consent to do so.

COLORADO PRIVACY RIGHTS

Any Colorado resident has the following rights under the Colorado Privacy Act, which became effective on July 1, 2023:

- Right to opt-out of the sale of Your personal information and/or the use of Your personal information for targeted advertising or profiling.
- Right to provide Your affirmative consent before We process Your Sensitive Data (described above).
- Right to know and access what personal information We collect, sell or share.
- Right to request that We, and our service providers, delete and erase the personal information We collect about You.
- Right to request that We correct inaccurate personal information We collect about You.
- Right to download and remove Your personal data from a platform in a format that allows for the transfer of Your personal data to another platform.

Any Colorado resident may exercise these rights by emailing Us at **info@kelliestes.com**. Any Colorado resident may request, free of charge once every 12 months, the personal information We have collected or stored about themselves or about a member of their household. For security purposes, We reserve the right to ask for verification of Your identity and proof of your Colorado residency at the time of your request.

If You are a Colorado resident and You would like to appeal Our decision relating to a request to exercise your privacy rights that You have previously submitted to Us, please contact Us at the email address provided above. We will use our best efforts to respond to Your appeal in writing within 45 days and inform you of any actions We have or have not taken in response to Your request. If You are not satisfied with Our response, You may notify the Office of the Attorney General of Colorado by filing a complaint online [here](#).

CONNECTICUT PRIVACY RIGHTS

Any Connecticut resident has the following rights under the Connecticut Data Privacy Act, which became effective on July 1, 2023:

- Right to confirm whether or not We are processing Your personal data, unless that confirmation would require Us to reveal a trade secret.
- Right to request that We correct inaccurate personal information We collect about You.
- Right to request that We, and our service providers, delete and erase the personal information We collect about You.
- Right to obtain a copy of Your personal data processed by Us in a portable and, to the extent technically feasible, readily usable format that allows You to transmit the data to another party, unless that would require Us to reveal a trade secret.
- Right to opt-out of the sale of Your personal information and/or the use of Your personal information for targeted advertising or profiling.

Any Connecticut resident may exercise these rights by emailing Us at **info@kelliestes.com**.

Any Connecticut resident may request, free of charge once every 12 months, the personal information We have collected or stored about themselves or about a member of their household. For security purposes, We reserve the right to ask for verification of Your identity and proof of your Connecticut residency at the time of your request.

If You are a Connecticut resident and You would like to appeal Our decision relating to a request to exercise your privacy rights that You have previously submitted to Us, please contact Us at the email address provided above. We will use our best efforts to respond to Your appeal in writing within 60 days and inform you of any actions We have or have not taken in response to Your request. If You are not satisfied with Our response, You may alternatively notify the Office of the Attorney General of Connecticut by filing a complaint online [here](#).

MONTANA PRIVACY RIGHTS

Any Montana resident has the following rights under the Montana Consumer Data Privacy Act (“MCDPA”) which becomes effective on October 1, 2024:

- Right to confirm whether or not We are processing Your personal data, unless that confirmation would require Us to reveal a trade secret.
- Right to request that We correct inaccurate personal information We collect about You.
- Right to request that We, and our service providers, delete the personal information We collect about You.
- Right to obtain a copy of Your personal data processed by Us in a portable and, to the extent technically feasible, readily usable format that allows You to transmit the data to another party, unless that would require Us to reveal a trade secret.
- Right to opt-out of the sale of Your personal information and/or the use of Your personal information for targeted advertising or profiling.
- Right not to be discriminated against for exercising Your privacy rights described here.

Any Montana resident may exercise these rights by emailing Us at **info@kelliestes.com**.

Any Montana resident may request, free of charge once every 12 months, the personal information We have collected or stored about themselves or about a member of their household. For security purposes, We reserve the right to ask for verification of Your identity and proof of your Montana residency at the time of your request.

If You are a Montana resident and You would like to appeal Our decision relating to a request to exercise your privacy rights that You have previously submitted to Us, please contact Us at the email address provided above. We will use our best efforts to respond to Your appeal in writing within 60 days and inform you of any actions We have or have not taken in response to Your request. If You are not satisfied with Our response, You may alternatively notify the Office of the Attorney General of Montana by filing a complaint to contactdoj@mt.gov.

OREGON PRIVACY RIGHTS

Any Oregon resident has the following rights under the Oregon Consumer Privacy Act (“OCPA”), which becomes effective on July 1, 2024:

- Right to confirm whether or not We are processing Your personal data, unless that confirmation would require Us to reveal a trade secret.
- Right to request from Us, at Our option, a list of third parties to whom We have disclosed either Your personal data, or any personal data;
- Right to request that We correct inaccurate personal information We collect about You.
- Right to request that We delete the personal information We collect about You.
- Right to obtain a copy of Your personal data processed by Us in a portable and, to the extent technically feasible, readily usable format that allows You to transmit the data to another party, unless that would require Us to reveal a trade secret.
- Right to opt-out of the sale of Your personal information and/or the use of Your personal information for targeted advertising or profiling.
- Right not to be discriminated against for exercising Your privacy rights described here.

Any Oregon resident may exercise these rights by emailing Us at **info@kelliestes.com**.

Any Oregon resident may request, free of charge once every 12 months, the personal information We have collected or stored about themselves or about a member of their household. For security purposes, We reserve the right to ask for verification of Your identity and proof of your Oregon residency at the time of your request.

If You are a Oregon resident and You would like to appeal Our decision relating to a request to exercise your privacy rights that You have previously submitted to Us, please contact Us at the email address provided above. We will use our best efforts to respond to Your appeal in writing within 45 days and inform you of any actions We have or have not taken in response to Your request. If You are not satisfied with Our response, You may alternatively notify the Office of the Attorney General of Oregon by filing a complaint [here](#).

TEXAS PRIVACY RIGHTS

Any Texas resident has the following rights under the Texas Data Privacy and Security Act (“TDPSA”), which becomes effective on October 1, 2024:

- Right to confirm whether or not We are processing Your personal data, unless that confirmation would require Us to reveal a trade secret.
- Right to request that We correct inaccurate personal information We collect about You.
- Right to request that We delete the personal information We collect about You.
- Right to obtain a copy of Your personal data processed by Us in a portable and, to the extent technically feasible, readily usable format that allows You to transmit the data to another party, unless that would require Us to reveal a trade secret.
- Right to opt-out of the sale of Your personal information and/or the use of Your personal information for targeted advertising or profiling.
- Right not to be discriminated against for exercising Your privacy rights described here.

Any Texas resident may exercise these rights by emailing Us at **info@kelliestes.com**.

Any Texas resident may request, free of charge twice per year, the personal information We have collected or stored about themselves or about a member of their household. For security purposes, We reserve the right to ask for verification of Your identity and proof of your Texas residency at the time of your request.

If You are a Texas resident and You would like to appeal Our decision relating to a request to exercise your privacy rights that You have previously submitted to Us, please contact Us at the email address provided above. We will use our best efforts to respond to Your appeal in writing within 60 days and inform you of any actions We have or have not taken in response to Your request. If You are not satisfied with Our response, You may alternatively notify the Office of the Attorney General of Texas by filing a complaint [here](#).

UTAH PRIVACY RIGHTS

Any Utah resident has the following rights under the Utah Consumer Privacy Act (“UCPA”), which became effective on December 31, 2023:

- Right to confirm whether or not We are processing Your personal data, unless that confirmation would require Us to reveal a trade secret.
- Right to request that We, and our service providers, delete and erase the personal information We collect about You.
- Right to obtain a copy of Your personal data processed by Us in a portable and, to the extent technically feasible, readily usable format that allows You to transmit the data to another party, unless that would require Us to reveal a trade secret.
- Right to opt-out of the sale of Your personal information and/or the use of Your personal information for targeted advertising.
- Right to opt out of Our use of Your Sensitive Data.
- Right not to be discriminated against for exercising Your privacy rights described here.

Any Utah resident may exercise these rights by emailing Us at info@kelliestes.com.

Any Utah resident may request, free of charge once every 12 months, the personal information We have collected or stored about themselves or about a member of their household. For security purposes, We reserve the right to ask for verification of Your identity and proof of your Utah residency at the time of your request.

VIRGINIA PRIVACY RIGHTS

Any Virginia resident has the following rights under the Virginia Consumer Data Protection Act (“VCDPA”), which became effective on January 1, 2023:

- Right to opt-out of the sale of Your personal information and/or the use of Your personal information for targeted advertising.
- Right to provide Your affirmative consent before We process Your Sensitive Data (described above).
- Right to know and access what personal information We collect, sell or share.

- Right to request that We, and our service providers, delete and erase the personal information We collect about You.
- Right to request that We correct inaccurate personal information We collect about You.
- Right to limit the use or disclosure of your Sensitive Personal Information (described above) to only the uses necessary for Us to provide Our services to You.
- Right not to be discriminated against for exercising Your privacy rights described here.

Any Virginia resident may exercise these rights by emailing Us at **info@kelliestes.com**.

Any Virginia resident may request, free of charge up to twice per year, the personal information We have collected or stored about themselves or about a member of their household. For security purposes, We reserve the right to ask for verification of Your identity and proof of your Virginia residency at the time of your request.

If You are a Virginia resident and You would like to appeal Our decision relating to a request to exercise your privacy rights that You have previously submitted to Us, please contact Us at the email address provided above. We will use our best efforts to respond to Your appeal in writing within 60 days and inform you of any actions We have or have not taken in response to Your request. If You are not satisfied with Our response, You may notify the Office of the Attorney General of Virginia by filing a complaint online [here](#).

NEWSLETTER PRIVACY

We offer the opportunity for You to volunteer certain information to Us that is used for email and marketing purposes. This information includes, but is not limited to, Your name and email. You will have an opportunity to unsubscribe from any future communications via email, but We reserve the right to maintain a database of past email subscribers. We reserve the right to use this information as reasonably necessary in Our business and as provided by law. Your information will be shared with reasonably necessary parties for the ordinary course of conducting Our business, such as through Facebook ads or Google Pay Per Click marketing campaigns. We do not ever sell Your information to third parties.

TERMS AND CONDITIONS OF USE

Terms and Conditions of Use for **kelliestes.com** and all **KELLI ESTES LLC** websites.

Last Updated on **February 24, 2025**.

NOTICE: These Terms and Conditions of Use are legally binding. It is Your responsibility to read these Terms and Conditions of Use carefully prior to purchase, use, or access of any of Our products, including online courses. By using Our website on any computer, mobile phone, tablet or other device, You agree to these terms and You consent to the collection, use and disclosure of Your information as described in these Terms and Conditions and Our Privacy

Policy. If You do not agree to these Terms and Conditions or Our Privacy Policy, You should not access or use Our website.

GENERAL PROVISIONS

This website is owned and operated by **KELLI ESTES LLC**, a **WASHINGTON STATE** company. Our principal place of business is located at **P.O. BOX 2851, WOODINVILLE, WA 98072**.

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You are legally bound to these Terms and Conditions of Use whether or not You have read them. If You do not agree with any of Our Terms and Conditions of Use, please email Us at **INFO@KELLIESTES.COM** and We will make reasonable efforts to remove Your name, email, and access to Our Offering and website(s).

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When You purchased Our Offering, You were given a reasonable notice that these Terms and Conditions of Use existed. By moving forward with Your purchase of the Offering and further access of the Offering, You implicitly agreed and continue to agree to abide by these Terms and Conditions of Use, as well as any disclaimers and privacy disclosures contained in these Terms and Conditions of Use.

You agree You are at least 18 years old or of age in Your applicable jurisdiction to access the Offering. Access of Our Offering and related materials by a minor is a violation of use, and We reserve the right to terminate Your access if such an issue is discovered.

When using Our website, You must not:

1. Engage in any action that causes or could cause damage to Our website or impair the performance, availability or accessibility of Our website.
2. Transmit or attempt to transmit to Our website any virus, malware or malicious code.

3. Use Our website in any manner that is unlawful, illegal or fraudulent.
4. Engage in any use of Our Offering or any content on Our website in any manner in connection with artificial intelligence and related technologies, including but not limited to machine learning systems, algorithms or models, or any other automated processes capable of altering, modifying or manipulating the content, unless We provide advanced written authorization to do so.

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All images, text, designs, graphics, trademarks, and service marks are owned by and property of **KELLI ESTES LLC**, or the properly attributed party. It is a violation of federal law to use any of Our intellectual property in whole or in part, and modification of any materials contained on this site is illegal and may be prosecuted to the fullest extent permissible should We choose to do so, including asking for financial penalties (damages) and/or an injunction forcing You to stop using Our intellectual property immediately.

You may NOT use Our intellectual property in any way, which includes republishing any text, image, design, or other property on another website, or posting a quote or image from Our site to any third-party website including social media. We have spent a great deal of time and money building the intellectual property located on this site and in order to maintain the integrity of it, We cannot allow any third party use.

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We may ask you to leave a rating and/or review of Your purchase. If You choose to write a review, you must comply with the following guidelines:

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- Your submission does not discriminate on the basis of race, gender, religion, nationality, age or disability; and
- You have not used your purchase in an illegal way, or made any implied or express claims to the same; and

- You are not related to anyone who owns any part of Our site; and
- You are not claiming any false or misleading statements; and
- You are not affiliated with or working for any site or company we deem a competitor, at our sole discretion; and
- You do not organize a campaign encouraging others to leave reviews, whether good or bad, unless otherwise authorized to do so.

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committed infringement in a manner that materially harms Us, and We have the right to seek damages and/or an injunction to remedy the situation until We are made whole.

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- Access the Offering for Your personal use (if additional members of Your team need to access the Offering, You must purchase additional Offerings at one per each team member).
- Download and/or print any Offering materials for Your personal use in Your business (if additional members of Your team need to download and/or print any materials from the Offering, You must purchase additional Offerings at one per each team member).
- Use Our trademarks and copyrighted materials with Our consent and proper credit and marking, namely, citing © **KELLI ESTES LLC** as the source of the materials and marking any federally registered trademarks with ® or common law trademarks with ™.

You may not:

- Re-sell or trade Your access to the Offering.
- Share the Offering with anyone else who has not yet purchased it or opted in to receive it.
- Reprint or republish any of the Offering, in part or in whole.
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- Reproduce and tweak any part or whole of the Offering for distribution as Your own work.
- Claim ownership or use over any of Our intellectual property without Our prior consent, which includes (but is not limited to): copyrights such as course materials, worksheets, workbooks, lessons, videos, and more; trademarks such as names, logos, taglines, or other unique source identifiers; or trade dress including the look and feel of the Offering (and its related communications and materials).
- Use Our Offering or any related materials and/or communications in an unlawful way or for any illegal or unlawful purpose(s).

REQUEST FOR PERMISSION TO USE CONTENT

If You wish to use, publish, or access any of Our content, Offering(s), or related materials, You must do so by requesting permission prior to commencing use of the same by emailing Us at **INFO@KELLIESTES.COM**.

CIVIL AND CRIMINAL PENALTIES

Even though Our Offering is not necessarily something You can physically hold in Your hand and walk away with, it is nevertheless considered theft to steal, infringe, or otherwise violate these Terms and Conditions of Use. We reserve the right to prosecute infringers to the fullest extent allowed by criminal or civil statute in any jurisdiction allowed. You explicitly consent to

personal jurisdiction in **WASHINGTON STATE** by opting into or purchasing any Offering or accessing its related communications and/or materials.

SECURITY AND ASSUMPTION OF RISK

SECURITY

It is Your responsibility to secure Your username and password from theft or any other means of unauthorized use that would violate these Terms and Conditions of Use. We do not store any whole credit card numbers or payment information, and instead, these are processed through third-party processors such as Stripe, Paypal, etc. By utilizing these payment processors to gain access to the Offering, You indemnify Us and instead assume any and all risk or liability for the security of the payment details, and agree to be bound by the third-party payment processor's applicable terms and conditions of use.

CONFIDENTIALITY

You have no right to confidentiality unless otherwise explicitly stated, such as in a subsequent client agreement, or otherwise implicitly agreed upon as mandated by law or fiduciary duty.

ASSUMPTION OF RISK

By accessing Our Offering and/or related materials, whether paid or unpaid, You assume all the risk of Your access and any subsequent actions You choose to take as a result of the influence, information, or educational materials provided to You.

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Any communications made through Our 'contact', blog, blog comments, newsletter sign up, or other related pages, or directly to Our phones or mailing or email addresses is not held privileged or confidential and is subject to viewing and distribution by third parties. We own any and all communications displayed on Our website, servers, comments, emails, or other media as allowed by **United States of America** law, and will not give credit or pay royalties for unsolicited user-generated content such as blog comments or emails. For more information on when and how We store and use Your communications or any data provided by You in those communications, please refer to Our Privacy Policy on this page.

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We make reasonable efforts to provide You with modern, reliable technology, software, and platforms from which to access Our Offering(s) and related material(s). However, in the event of a technological failure, You accept and acknowledge Our lack of responsibility for said failure, and while We will make reasonable efforts to support You, some technological issues are far outside Our control and will require You to access support from a third-party provider.

ERRORS AND OMISSIONS

We make no warranty or guarantee as to the accuracy, timeliness, performance, completeness, or suitability of the information in Our Offering(s). We are not liable for any inaccuracies, errors, or reliance on personal opinions contained in Our Offering(s) or related material(s).

ARTIFICIAL INTELLIGENCE DISCLAIMER

You acknowledge and agree that We shall not be liable for any damages arising out of or in connection with Your use of Our Offering(s), the content on Our website, Our products or services in any manner in connection with artificial intelligence and related technologies, including but not limited to machine learning systems, algorithms or models, or any other automated processes capable of altering, modifying or manipulating the content, regardless of whether We provide authorization for such use.

INDEMNIFICATION, LIMITATION OF LIABILITY, AND RELEASE OF CLAIMS

INDEMNIFICATION

You agree at all times to indemnify and hold harmless Our Company, 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 (i) Our Offering(s), (ii) Your use of Our website, (iii) Your breach of these terms or (iv) Your violation or alleged violation of any laws in connection with Your use of Our website.

LIMITATION OF LIABILITY

TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, WE WILL NOT BE HELD RESPONSIBLE OR LIABLE IN ANY WAY FOR ANY LOSS OR DAMAGES OF ANY KIND, INCLUDING INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES LOSSES OR DAMAGES THAT ARE DIRECTLY OR INDIRECTLY RELATED TO YOUR USE OF OUR WEBSITE, ANY UNAVAILABILITY OF OUR WEBSITE, OUR OFFERING(S), OR ANY THIRD PARTY CONDUCT, ACCIDENTS, DELAYS, HARM, OR OTHER DETRIMENTAL NEGATIVE OUTCOMES AS A RESULT OF YOUR ACCESS OF OUR WEBSITE OR OUR OFFERING(S) AND RELATED MATERIAL(S).

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If at any time We feel You have violated these Terms and Conditions, then We shall immediately terminate Your use of Our website and any related communications as We deem appropriate. It is within Our sole discretion to allow any user's access of Our website, and We may revoke this access at any time without notice, and if necessary, block Your IP address from further visits to Our site(s).

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PURCHASES AND PAYMENT

We may accept the following forms of payment (in addition to others):

- Visa
- MasterCard
- American Express
- Discover
- PayPal
- Stripe
- Shop
- Amazon Pay
- Google Pay
- Visa Pay
- Apple Pay

You authorize Us to charge your chosen payment provider for the total amount stated on your checkout cart screen. You agree to abide by the terms and conditions of your card issuer agreement and any other applicable third party agreement that may affect your purchase with Us. You agree to provide current, accurate and complete details as requested to process your payment. If necessary, You agree to update your payment information in a timely manner so We can complete any outstanding orders and/or contact you as needed.

We reserve the right to change our prices at any time.

You agree to pay any applicable shipping and/or handling fees as stated on your checkout cart screen.

ERRORS OR MISTAKES IN PRICING

We reserve the right to correct any errors or mistakes in pricing, even if we have already received payment. Any such changes will be conveyed in writing via email to notify You of Our correction and to allow You to take the most appropriate action in the event of such a correction or mistake.

REFUNDS AND RETURN POLICY

We take Your purchase and investment seriously, and We'd appreciate if You took Our investment of time and resources into Your success seriously, too.

Due to the nature of the services and/or products provided, refunds will not be given unless otherwise specified in writing.

PROMOTIONAL PRICING DEVICES AND PRICE ADJUSTMENTS

We **are not** able to accommodate a price adjustment after Your purchase.

Promotional pricing devices include discounts, coupon codes or sale periods. Only one promotional pricing device is allowed per purchase, unless otherwise provided.

CHARGEBACKS

You agree to make every attempt to file a refund prior to attempting a chargeback with Your financial institution. In the event of a chargeback attempt, You expressly agree to forfeit any and all of Our bonuses, affiliate bonuses, or other materials afforded to You in exchange for Your original purchase of Our Offering. We reserve the right to present proof of Your access and these Terms and Conditions of Use to the financial institution investigating the dispute.

CURRENCY

All payments will be processed in **US Dollars**.

TAXES

Sales taxes will be applied to your order as required by law in either Your or Our local area(s).

ORDER REVERSAL OR CANCELLATION

We reserve the right to refuse to fulfill any order placed on Our website, in part or in full, and will issue a refund accordingly. We reserve the right to limit or cancel quantities purchased by any given user or household at our sole discretion. We may restrict order quantities based on personal data provided by You, such as orders placed under the same customer account, orders placed on the same payment method, and/or orders that use the same billing and/or shipping address.

NO RESELLING OR DISTRIBUTION OF OUR PRODUCTS

We expressly prohibit orders that, in Our sole discretion, appear to be placed in an attempt to resell Our products. We expressly prohibit orders placed by resellers, dealers, distributors or wholesalers and will ban Your access to Our site in any lawful way possible if we discover your prohibited use(s).

BACKORDERS AND SOLD OUT PRODUCTS

Occasionally our inventory system fails to detect the actual quantity of our products available. If You make a purchase and we are unable to secure the quantity of items You requested, We will promptly contact you to let you know the new expected fulfillment date. If You do not wish to continue with your order, We will issue You a refund or store credit for the full purchase price of the sold out product(s), as indicated on your receipt.

SHIPPING AND INTERNATIONAL ORDERS

Your order will arrive at the shipping speed You selected at checkout. We are not able to change your shipping speed once your order is placed.

Occasionally, Your items may arrive damaged from shipping. If this occurs, please contact Us at **inf@kelliestes.com** and We will make every reasonable effort to fix the situation. Often, it is the carrier's fault and the best course of action in this instance is to contact the delivery service about their damage to Your order.

If You are not located in **the United States of America**, You are considered an international purchaser. It is Your sole responsibility to pay any duties, taxes (including, but not limited to, GST and VAT) and customs fees. We will provide Your shipment with a commercial invoice as necessary by law.

DISPUTE RESOLUTION

If You and Our Company 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 Company, Offering(s), or related materials at Our discretion, You will be immediately removed from the Offering(s) 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.

ENTIRE AGREEMENT

Before You register with Our website or make any purchases therefrom, You will be asked to consent to Our Privacy Policy. If You have consented, or once You do consent, the terms of the Privacy Policy together with these Terms and Conditions, the information contained herein constitutes the entire agreement between site users and Our company relating to the use of this website.

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These Terms and Conditions of Use and Privacy Policy are governed by and construed in accordance with **United States of America** law. Any dispute arising out of or related to the information contained herein is subject to adjudication in the state of **Washington, United States of America**.

CONSENT

By using Our website, You hereby consent to Our Terms and Conditions of Use and Privacy Policy.

If You require any more information or have any questions about Our Terms and Conditions of Use, or Our Privacy Policy, please feel free to contact Us by email at **info@kelliestes.com**.

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As permitted by applicable law, You consent to receive electronic communications sent from Us to You, such as via email or text, if you contact Us via email or text or otherwise provide Your email or phone number to us. You agree that all agreements and communications we provide to You electronically satisfy any legal requirement that they be in writing.

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If any part of these Terms and Conditions of Use and Privacy Policy is deemed unlawful and/or unenforceable, all other provisions contained herein will remain in full force and effect.

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