



Unique Needs Consulting Privacy Policy

Unique Needs Consulting ("we "us," or "our") is committed to protecting your privacy. This Privacy Policy outlines how we collect, use, and safeguard your information when you visit our website and engage with our services.

Your acceptance of our Privacy Policy occurs the first time you use our website. You must stop using our website immediately if you do not accept and agree to this Privacy Policy.

You are welcome to opt-out or request that we delete your personal data at any time by contacting us at Staci@uniqueneedsconsulting.com.

1. Confidential Personal Information

We may collect the following types of information:

Personal Information: This includes your name, email address, phone number, address, credit card information, and other identifying information you provide directly to us.

Usage Data: We will not collect any personal information unless you provide it to us voluntarily, except for your computer's IP address. The IP address is an identifier unique to each computer or Internet usage session. Information may be collected about how you access and use our website. Information may include your IP address, browser type, pages visited, and the time and date of your visit. Your IP address may also be used to help diagnose issues with our server. It also may be used to help us identify which areas of our website are most heavily used and to display content according to your preferences. It is a number and cannot personally identify you. It will not track your activities on any other websites, only how you use our website.

Cookies: Our website may use cookies, and other tracking technologies, to enhance your experience. You can manage your cookie preferences through your browser settings. A "cookie" is a small text file placed on your computer or device by our website when you visit parts of it and/or when you use certain features of our website. We do not use any mechanisms to capture data on our website besides Google Analytics. Google Analytics is a service that tracks and reports website traffic. If you choose to disable cookies through your browser's settings, it may diminish your experience on our website. You can turn cookies off in your browser if you do not wish to have cookies stored in your device.

2. How We Use Your Information

We may use the information we collect for various purposes, including:

To provide and maintain our services.

To improve, personalize, and expand our website.

To communicate with you, including customer support.

To process transactions and send you related information.

To find and prevent fraud.

To contact you to share information, marketing, and other promotional purposes.

You will be contacted under our contractual obligation to deliver the goods or services you purchase from us.

We may use the data you provide to us to run social media advertisements.

You may opt-out of these emails at any time by clicking on the unsubscribe link at the bottom of your email.

3. Sharing Your Information

We do not sell or rent your personal information to third parties. We may share your information in the following circumstances:

With Service Providers: We may employ third-party companies and individuals to facilitate our services, provide the service on our behalf, or assist us in analyzing how our service is used.

They are not permitted to use or disclose your information for unauthorized purposes and must sign a non-disclosure agreement prior to work being performed.

For Legal Reasons: We may disclose your personal information if required to do so by law or in response to valid requests by public authorities.

When you do provide us with Confidential Personal Information, Unique Needs Consulting may give you the opportunity to make contributions through various forums and blogs that we make available via our website and through email. If you choose to make contributions, the public may view all portions of the contributions.

Any photos, videos, and names of children under the age of eighteen are allowed on our website so that we may publicize activities or the child's achievement. The information will agree with state regulations and will only be used with permission from the parent/guardian.

4. Data Security

We take the security of your personal information seriously and implement reasonable measures to protect it. Your personal information will be stored on a secure server with access limited to employees of Unique Needs Consulting. However, no method of transmission over the Internet or method of electronic storage is 100% secure, and we cannot guarantee its absolute security. We will inform you if we are aware of a data breach.

5. Data Retention

We keep your data to provide you with the information and/or services that you receive from us. We may keep your data for longer periods of time if it is necessary for legal, contractual, and accounting obligations.

6. Links to Other Websites

Unique Needs Consulting may share links to other helpful websites. We assume no responsibility for the Privacy Policies of websites that we share.

7. Unsubscribing

Sometimes, we might email you newsletters, announcements, surveys, or other information. You are welcome to unsubscribe or set your preferences by clicking on the unsubscribe link at the footer of all email communications. If you have questions or are experiencing problems unsubscribing, please contact us at Staci@uniqueneedsconsulting.com.

8. Children's Online Privacy Protection

We do not collect any information from anyone under the age of eighteen, without parent/guardian permission. Our website is directed toward individuals who are eighteen and older.

9. Notification of Changes

We reserve the right to change our website and the Privacy Policy at any time. Please review this Privacy Policy periodically. If we change our Privacy Policy, we will contact you via email.

10. Your Rights

You have certain rights regarding your personal information, including:

The right to access, correct, or delete your personal information.

The right to object to or restrict our processing of your personal data.

The right to withdraw consent at any time where we rely on your consent to process your information.

Request information about how your Personal Data is used and request a copy of what Personal Data we use.

11. Contact Us

If you have any questions or concerns about this Privacy Policy, please contact us at:

Unique Needs Consulting
Staci@uniqueneedsconsulting.com
(832) 263-3168



Unique Needs Consulting Terms of Use

Acceptance of the Terms of Use

These terms of use are entered into by and between You and Unique Needs Consulting (“**Unique Needs Consulting**,” “Coach,” “we,” “our,” or “us”). The following terms and conditions (“**Terms of Use**”) govern your access to and use of any content, functionality and services offered on or through the Unique Needs Consulting website (www.uniqueneedsconsulting.com), whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use www.uniqueneedsconsulting.com. By using www.uniqueneedsconsulting.com, you accept and agree to be bound and abide by these Terms of Use, our Privacy Policy, found at <https://website.com/pages/privacy-policy> and our Master Service Agreement all of which incorporated herein by reference. If you do not want to agree to these Terms of Use, or the Privacy Policy, you must not access or use www.uniqueneedsconsulting.com.

Our website, www.uniqueneedsconsulting.com, is offered and available to users who are 18 years of age or older. By using www.uniqueneedsconsulting.com, you represent and warrant that you are of legal age to form a binding contract with Unique Needs Consulting and meet all of the foregoing eligibility requirements. If you do not meet all these requirements, you must not access or use www.uniqueneedsconsulting.com.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time at our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of www.uniqueneedsconsulting.com thereafter.

Your continued use of www.uniqueneedsconsulting.com following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page each time you access www.uniqueneedsconsulting.com so you are aware of any changes, as they are binding on you.

Electronic Communication

By visiting www.uniqueneedsconsulting.com, sending emails, or submitting forms through our website, you acknowledge that you are engaging in electronic communications with us. You consent to receive electronic communications from us and agree that all agreements, notices, disclosures, and other communications we provide electronically, whether via email or through our website, satisfy any legal requirement that such communications be in writing.

Accessing www.uniqueneedsconsulting.com and Account Security

We reserve the right to withdraw or amend www.uniqueneedsconsulting.com and any service or material we provide on www.uniqueneedsconsulting.com, at our sole discretion without notice. We will not be liable if for any reason all or any part of www.uniqueneedsconsulting.com is unavailable at any time or for any period. From time to time, we may restrict access to some parts of www.uniqueneedsconsulting.com, or that could affect users, including registered users.

You are responsible for both:

- Making all arrangements necessary for you to have access to www.uniqueneedsconsulting.com.
- Ensuring that all people who access www.uniqueneedsconsulting.com through your internet connection are aware of these Terms of Use and comply with them.

To access www.uniqueneedsconsulting.com, or some of the resources it offers, you will have to create an account (an "Account"). You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete. You are responsible for safeguarding your account, so use a strong password, and limit its use to this account. You accept responsibility for any and all activities or actions that occur under your account, whether or not you have authorized such activities or actions.

If you choose, or are provided with, a username, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to www.uniqueneedsconsulting.com or portions of it using your username, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Intellectual Property Rights

Our website and all content features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by Unique Needs Consulting, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

Trademarks

The Services Audio name, the Services Audio logo and all related names, logos, product and service names, designs and slogans are trademarks of the Coach or its affiliates or licensors. You must not use such marks without the prior written permission of Unique Needs Consulting. All other names, logos, product and service names, designs and slogans on www.uniqueneedsconsulting.com are the trademarks of their respective owners.

Prohibited Uses

You may use www.uniqueneedsconsulting.com only for lawful purposes and in accordance with these Terms of Use. You agree not to use www.uniqueneedsconsulting.com:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with these Content Standards, or Terms of Use or any other guidelines or rules set by the Coach.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate the Coach, a Coach employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of www.uniqueneedsconsulting.com or which, as determined by us, may harm the Coach or users of our website, or expose them to liability.

Additionally, you agree not to:

- Use www.uniqueneedsconsulting.com in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of www.uniqueneedsconsulting.com, including their ability to engage in real-time activities through www.uniqueneedsconsulting.com.
- Use any robot, spider or other automatic device, process or means to access www.uniqueneedsconsulting.com for any purpose, including monitoring or copying any of the material on www.uniqueneedsconsulting.com.
- Use any manual process to monitor or copy any of the material on www.uniqueneedsconsulting.com, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.

- Use any device, software or routine that interferes with the proper working of www.uniqueneedsconsulting.com.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of www.uniqueneedsconsulting.com, the server on which www.uniqueneedsconsulting.com is stored, or any server, computer or database connected to www.uniqueneedsconsulting.com.
- Attack our website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of www.uniqueneedsconsulting.com.

Monitoring and Enforcement; Termination

We have the right to:

- Take any action with respect to any user contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such user contribution violates the Content Standards or the Terms of Use, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of www.uniqueneedsconsulting.com or the public or could create liability for the Coach.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of www.uniqueneedsconsulting.com.
- Terminate or suspend your access to all or part of www.uniqueneedsconsulting.com for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through www.uniqueneedsconsulting.com. You waive and hold harmless Unique Needs Consulting from any claims resulting from any action taken by Unique Needs Consulting during or as a result of its investigations and from any actions taken as a consequence of investigations by either Unique Needs Consulting or law enforcement authorities.

However, we do not undertake to review material before it is posted on www.uniqueneedsconsulting.com and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability

or responsibility to anyone for the performance or nonperformance of the activities described in this section.

Content Standards

These content standards apply to any and all user contributions or services uploaded to www.uniqueneedsconsulting.com. Such material must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions or Services must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use, Privacy Policy or the Master Service Agreement.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by Unique Needs Consulting or any other person or entity if this is not the case.

Copyright Infringement

If you believe that any User Contributions violate our copyright, please contact Staci Benoit-Grice at staci@uniqueneedsconsulting.com.

Reliance on Information Posted

The information presented on or through www.uniqueneedsconsulting.com is made available solely for general educational information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to www.uniqueneedsconsulting.com, or by anyone who may be informed of any of its contents.

Our website may include content provided by third parties, including materials provided by other users, bloggers and third-party aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Coach, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Coach. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third party.

Changes to www.uniqueneedsconsulting.com

We may update the content on www.uniqueneedsconsulting.com from time to time, but its content is not necessarily complete or up to date. Any of the material on www.uniqueneedsconsulting.com may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Visits to www.uniqueneedsconsulting.com

All information we collect on www.uniqueneedsconsulting.com is subject to our Privacy Policy. By using www.uniqueneedsconsulting.com, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Payment Processing, Transaction Fees

Unique Needs Consulting utilizes third party payment services to process all transactions between Coach and clients. By using www.uniqueneedsconsulting.com, you agree to be bound by the applicable payment processor's Terms and Conditions and Privacy Policy, as well as any additional terms that may be required by the applicable payment service. The Coach is not responsible for any issues or errors related to the processing of transactions through one of our third-party payment services. You understand that you are responsible for any fees associated with using a payment service and that the Coach does not control or have access to any financial information provided to Square.

As provider of services, you understand that the Coach may charge a client fee on each transaction made through www.uniqueneedsconsulting.com. Such fees will be communicated to you via www.uniqueneedsconsulting.com or in the Master Service Agreement. This fee will be automatically deducted from the service amount before the Coach receives the payment. By engaging in Services provided on www.uniqueneedsconsulting.com, you agree to this transaction fee and understand that it is non-negotiable. The Coach reserves the right to change the transaction fee at any time by providing you with prior written notice.

Links from www.uniqueneedsconsulting.com

If www.uniqueneedsconsulting.com contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party sites

linked to www.uniqueneedsconsulting.com, you do so entirely at your own risk and subject to the terms and conditions of use for such sites.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that file (including Services) available for downloading from the internet or www.uniqueneedsconsulting.com will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, services, data or other proprietary material due to your use of www.uniqueneedsconsulting.com or any services or items obtained through www.uniqueneedsconsulting.com or to your downloading of any material posted on it, or on any site linked to it. Your use of www.uniqueneedsconsulting.com, its content and any services or items obtained through www.uniqueneedsconsulting.com is at your own risk.

www.uniqueneedsconsulting.com, its content and any services or items obtained through www.uniqueneedsconsulting.com are provided on an "as is" and "as available" basis, without any warranties of any kind, either express or implied. Neither the coach nor any person associated with the coach makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy or availability of www.uniqueneedsconsulting.com without limiting the foregoing, neither the coach nor anyone associated with the coach represents or warrants that www.uniqueneedsconsulting.com, its content or any services or items obtained through www.uniqueneedsconsulting.com will be accurate, reliable, error-free or uninterrupted, that defects will be corrected, that our site or the server that makes it available are free of viruses or other harmful components or that www.uniqueneedsconsulting.com or any services or items obtained through www.uniqueneedsconsulting.com will otherwise meet your needs or expectations.

Except as set forth in the master service agreement or any applicable scope of work, neither coach, nor its associates, makes any other express or implied representations or warranties with respect to the services provided. There is no warranty that services will result in any particular outcome. The coach hereby disclaims all warranties of any kind, whether express or implied, statutory or otherwise. The foregoing does not affect any warranties which cannot be excluded or limited under applicable law.

Limitation on Liability

To the fullest extent provided by law, in no event will the coach, its affiliates or their licensors, service providers, employees, agents, officers or directors be liable for damages of any kind, under any legal theory, arising out of or in connection with your use, or inability to use www.uniqueneedsconsulting.com, any sites linked to it, any content, other sites or any services or items obtained through www.uniqueneedsconsulting.com, other sites, including any direct, indirect, special, incidental, consequential or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of

business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

The foregoing does not affect any liability which cannot be excluded or limited under applicable law.

Indemnification

You agree to defend, indemnify and hold harmless the Coach, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of www.uniqueneedsconsulting.com, but not limited to, your User Contributions, any use of www.uniqueneedsconsulting.com's content, services and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from www.uniqueneedsconsulting.com.

Governing Law and Jurisdiction

All matters relating to www.uniqueneedsconsulting.com and these Terms of Use, the Privacy Policy or the Master Service Agreement, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use, the Privacy Policy or the Master Service Agreement, or www.uniqueneedsconsulting.com shall be instituted exclusively in the federal courts of the United States or the courts of the State of Texas although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Arbitration

At Coach's sole discretion, it may require you to submit any disputes arising from these Terms of Use or use of www.uniqueneedsconsulting.com, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Texas law.

Waiver and Severability

No waiver of by the Coach of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Coach to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited

to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use, our Privacy Policy, and the Master Service Agreement constitute the sole and entire agreement between you and Unique Needs Consulting. With respect to www.uniqueneedsconsulting.com and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to www.uniqueneedsconsulting.com.

Your Comments and Concerns

Our website, www.uniqueneedsconsulting.com, is operated by Unique Needs Consulting.

All notices of copyright infringement claims should be sent to the copyright agent designated in our Privacy Policy in the manner and by the means set forth therein.

All other feedback, comments, requests for technical support and other communications relating to www.uniqueneedsconsulting.com should be directed to Staci Benoit-Grice at staci@uniqueneedsconsulting.com.