

PBJ People Consulting & Coaching LLC's Data & Privacy Policy

PBJ People Consulting & Coaching LLC (“PBJ”) is committed to maintaining robust data and privacy protection for its customers and clients. PBJ’s Data & Privacy Policy (“Privacy Policy”) is designed to help you understand how we collect, use and safeguard the information you provide to us or that we collect as part of the services we provide.

By entering into any contract or agreement with PBJ and/or by using PBJ’s services or website, you accept the terms and conditions contained in this Privacy Policy and consent to the collection, storage, use and disclosure of your personal, non-personal and/or business information, whether such information has been provided by you or collected by PBJ.

PBJ may collect both “Non-Personal Information” and “Personal Information.” Non-Personal Information includes information that cannot be used to personally identify you. Personal Information includes, but is not limited to, information such as names, email addresses, telephone numbers, telephonic recordings, chat communications, SMS messages and other information that could be used to personally identify you or a third-party. You hereby agree and consent to PBJ’s collection of both Non-Personal Information and Personal Information.

All customers and/or clients of PBJ understand and agree that PBJ, its employees and affiliates shall have access to and the ability to store the following: (i) all phone calls; (ii) recordings of phone calls; (iii) online chats; (iv) PBJ SMS; (v) PBJ ads; (vi) form completions generated via PBJ’s website; (vii) any other PBJ marketing activities; (viii) any data provided to PBJ by customers and clients; and (ix) any data collected by PBJ about customers or clients (collectively, “Customer Data”). All customers and clients understand, acknowledge, agree, and consent to PBJ’s collection, storage, use and disclosure of Customer Data and/or similar data.

PBJ shares some Customer Data with third-parties who are performing services for or on behalf of PBJ for the benefit of our customers and/or clients. The Customer Data provided to third-parties is only used at the direction of PBJ and in accordance with PBJ’s Privacy Policy, an agreement between PBJ and the third-party, and/or the third-party’s data protection or privacy policy.

PBJ may also share Customer Data, including Personal Information, with outside parties if PBJ has a good-faith belief that access, use, preservation, or disclosure of such information is reasonably necessary to comply with a Court Order or meet any applicable legal process or enforceable governmental request necessary for the investigation of potential violations, fraud, security or technical concerns, to protect against harm to the rights, property, or safety of the public as required or permitted by law, and to enforce the terms of this Privacy Policy or any contract or agreement between PBJ and its vendors, partners, clients, or customers. This Privacy Policy does not limit in any way our use or disclosure of Non-Personal Information and PBJ reserves the right to use and disclose such Non-Personal Information as it, in its sole discretion, desires.

In the event of a business transaction including, but not limited to, any merger, acquisition, or sale of assets, Customer Data may be one of the assets transferred by PBJ. You acknowledge that

such transfers may occur and are permitted by this Privacy Policy, and you consent to such a transfer. You also acknowledge and consent to the continued use of your Customer Data, as permitted in this Privacy Policy, as amended, by the party acquiring your Customer Data through such a transaction.

PBJ takes reasonable steps to protect the Customer Data it collects and stores. Such security measures may, but do not necessarily, include: (i) the use of password protected accounts; (ii) encryption; (iii) firewalls; and (iv) other technological security measures. However, these measures do not guarantee that your Customer Data will not be accessed, disclosed, altered or destroyed by a breach of any or all of the protections that PBJ has put in place to protect such data. Nevertheless, all customers acknowledge and agree to assume these risks.

As it relates to the Children's Online Privacy Protection Act of 1998, PBJ does not intend to provide services directed to children under the age of 13 or collect, use or disclose the personal information of children. Children under the age of thirteen are not permitted to access and/or use PBJ's services without parental consent.

PBJ reserves the right to change its Privacy Policy at any time. We will notify you of any material changes to our Privacy Policy by sending a notice to the primary email address specified in your account or by placing a prominent notice on our website. Material changes will go into effect thirty (30) days following such notification. Non-material changes or clarifications will take effect immediately. You should periodically check for any updates or changes to PBJ's Privacy Policy on its website at www.pbjpeople.com.