GOALBI ACADEMY

Privacy Policy

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Issued by	Goalbi LLC, 4600 South Pinnacle Hills Pkwy., Rogers, AR 72758, United States
Website	academy.goalbi.com
Contact	support@goalbi.com

This Privacy Policy describes how Goalbi LLC collects, uses, discloses, retains, and protects personal information in connection with Goalbi Academy, and the rights that may be available to you.

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1. SCOPE AND DEFINITIONS

1.1 This Privacy Policy (this **"Policy"**) applies to personal information processed by Goalbi LLC (**"Goalbi," "we," "us,"** or **"our"**) when you visit academy.goalbi.com, create a Goalbi Academy account, participate in a Free Trial, enroll in a Course, attend live classes, or contact us. **"Goalbi Academy"** or the **"Service"** means the Goalbi Academy website, student portal, enrollment and checkout, live training, chat, and related communications. **"You"** means a visitor, a Student, or any other person who contacts us.

1.2 Capitalized terms not defined in this Policy have the meanings given in the Goalbi Academy Terms of Service.

1.3 This Policy applies only to Goalbi Academy. It does not apply to other Goalbi products or services, or to third-party services used in connection with Goalbi Academy, such as Zoom, WhatsApp, PayPal, Stripe, or social-media platforms, which are governed by their own privacy notices.

2. CONTROLLER

2.1 Goalbi LLC, a company based in Arkansas, United States, determines the purposes and means of processing personal information for the Service. Where applicable privacy law uses the term, Goalbi LLC is the controller of your personal information. Goalbi LLC has not appointed a data protection officer. Privacy enquiries may be sent to:

Goalbi LLC
4600 South Pinnacle Hills Pkwy.
Rogers, AR 72758
United States

Email: support@goalbi.com
Website: academy.goalbi.com

3. PERSONAL INFORMATION WE COLLECT

3.1 The personal information we hold depends on how you use the Service. Most of it is provided by you; some is generated through your use of the Service; and some is received from our payment providers.

3.2 **Account and profile information.** When you create an account, we collect:

(a) your email address and password (the password is stored only in hashed form);

(b) your full name;

(c) your phone number, which is also used as your WhatsApp contact number;

(d) your country of residence;

(e) your time zone, which is suggested from your device settings and may be changed by you;

(f) your preferred language for the Service (English or Portuguese);

(g) optionally, a role or career goal you choose to provide; and

(h) your preference regarding occasional news about new Courses.

3.3 We record your confirmation that you are at least 18 years old, but we do not collect your date of birth or identity documents. You may view and update your profile, change your password, and change your course-news preference in the student portal.

3.4 **Verification and sign-in information.** We send single-use links to verify your email address and to reset a forgotten password, and we record whether your email address has been verified. When you sign in, we create a sign-in session and record when it started, when it was last active, and when it expires or ends. We also keep information needed to protect accounts, such as records of failed sign-in attempts.

3.5 **Enrollment and learning information.** We keep records of the Course you selected, the language and schedule of your Class, whether you have participated in a Free Trial, and the status of your Enrollment, including when it was confirmed, completed, or cancelled. Where staff make a change to your Enrollment or cancel it, we record the change and the reason. We also record when access to your Class links is made available to you.

3.6 **Assessment information.** For Courses that require an assessment, we collect:

(a) readiness assessment responses, including answers to multiple-choice and written questions, with the resulting score;

(b) Performance Tuning prerequisite assessment responses, with the pass or fail result and any Course recommended instead;

(c) answers saved while an assessment is in progress; and

(d) any review of a result carried out by staff, with the reason recorded.

3.7 **Checkout, payment, and transaction information.** When you begin checkout, we create a Checkout Quote recording the Course, price, currency, Pricing Region, the country used to determine that region, and the quote's issue and expiry times. Before you pay, we record your acceptance of the Terms of Service, the Refund Policy, and the enrollment details, and your confirmation that you have read and understood the Enrollment & Free Trial Information, including the version of each document and the time of acceptance or confirmation. Where you choose an Installment Plan, we also record the Installment schedule presented at checkout and the payment status of each Installment, including any overdue Installment, any resulting suspension and restoration of access, and any Installments cancelled when you expressly withdraw.

3.8 When you pay, we keep a transaction record that includes the payment provider, the provider's order, transaction, and payment references, our own payment reference, the amount and currency, the payment status and date, and the payer country reported by the provider. For refunds, we keep the amount, status, reason, provider reference, and dates. We also keep transaction notifications sent to us by PayPal, which may include information PayPal holds about the payer, such as name, email address, or country. Card numbers, card security codes, PayPal sign-in details, and bank-account details are entered directly with Stripe or PayPal; Goalbi does not receive or store them.

3.9 **Communications.** We collect:

(a) through the contact form, your name, email address, subject, message, language, and the time you confirmed that your details may be used to answer your message;

(b) through live chat, your name and email address, the messages exchanged with our staff, times, and conversation status (where you are signed in, the conversation is linked to your account);

(c) through portal support requests, the topic, your message, any related Enrollment or payment, and the request status;

(d) for emails we send, the recipient address, message type, language, and delivery status; and

(e) messages you exchange with us through WhatsApp or by email.

3.10 **Live-class, recording, and consent information.** We keep Class schedules and access information for each Class, such as the Zoom link and the Class WhatsApp group link. Live classes may be recorded, and a recording may include you, as described in Section 9. We separately record your Educational Recording Acknowledgement and, if you give it, your Promotional Media Consent, including any withdrawal. When you register for a Free Trial, we also record your acceptance of the Terms of Service and the Privacy Policy and your confirmation that you have read and understood the Enrollment & Free Trial Information, including the version of each document and the time.

3.11 Information collected automatically.

(a) Your IP address is used to determine the country from which your connection originates, for regional pricing and a suggested interface language, as described in Section 5. We do not determine your precise location.

(b) Our servers record standard request information in security and server logs, such as IP address, browser type, the page or resource requested, and the date and time. We also use IP-based signals to limit excessive requests. For contact-form messages and chat conversations, we store a protected one-way coded form of the IP address, rather than the address itself, to detect abuse.

(c) We use first-party cookies and limited browser storage, as described in Section 10.

3.12 Information created by staff. Staff may add internal notes to a Student record, for example concerning a support conversation. These notes are not visible to Students and are kept as written without later editing. Staff actions on accounts, Enrollments, and payments, and staff access to Student records, are recorded in audit logs.

3.13 Files. Students cannot upload files to the Service. Course materials, resources, and images on the Service are provided by our staff.

4. PURPOSES AND LEGAL BASES

4.1 We use personal information for the purposes set out below. Where the EU General Data Protection Regulation, the UK GDPR, or a similar law applies, the table also identifies the legal basis on which we rely.

Purpose	Processing involved	Legal basis (where applicable)
Account creation and management	Registration, email verification, sign-in, password reset, profile updates	Performance of a contract
Enrollment and delivery of training	Assessments, Free Trials, Class schedules, Zoom and WhatsApp access, Course resources, announcements	Performance of a contract
Camera requirement and educational recording	Camera-on participation in live classes; recording Zoom classes for replay by Students of that Class; recording the Educational Recording Acknowledgement	Legitimate interests (delivering interactive training and supporting Students' learning); consent where applicable law requires it
Promotion on Goalbi Academy social media	Use of selected recording excerpts on Official Goalbi Academy Social-Media Accounts, including paid social-media advertising, only with Promotional Media Consent	Consent

Purpose	Processing involved	Legal basis (where applicable)
Pricing and payments	Pricing Region, Checkout Quotes, checkout through Stripe or PayPal, receipts, refunds, payment reconciliation	Performance of a contract; legal obligation (accounting and tax records)
Records of accepted terms	Keeping the version and time of the Terms of Service, Privacy Policy, Refund Policy, and enrollment details accepted, and of your confirmations of the Enrollment & Free Trial Information at Free Trial registration and at checkout	Legal obligation; legitimate interests (evidence of the agreement)
Service communications	Account, Free Trial, Enrollment, payment and Installment, Class access, schedule, and refund messages by email, in the portal, and through WhatsApp	Performance of a contract; legitimate interests
Support	Contact form, live chat (including forwarding chat messages to the Goalbi Academy owner through Telegram so that they can be answered), portal support requests, email notices of chat replies	Steps taken at your request; legitimate interests (customer support)
Course-news preference	Recording whether you wish to receive occasional news about new Courses	Consent
Language suggestion	Suggesting English or Portuguese on a first visit until you choose a language	Legitimate interests (a usable service)
Security and fraud prevention	Account security, rate limiting, fraud and payment-discrepancy detection, malware scanning, audit logs, incident investigation	Legitimate interests (security and fraud prevention); legal obligation
Legal compliance and protection of rights	Tax and accounting records, responses to lawful requests, disputes and chargebacks, enforcement of our terms	Legal obligation; legitimate interests

4.2 Where we rely on legitimate interests, we take account of your rights and reasonable expectations. You may request further information about this assessment and may object as described in Section 15.

5. COUNTRY RESOLUTION AND REGIONAL PRICING

5.1 Goalbi Academy offers prices in three Pricing Regions: Africa, Europe, and the United States. To determine which price applies, we resolve the country from which your internet connection originates.

5.2 The country is resolved by looking up your IP address in the MaxMind GeoLite2 Country database, which is held within Goalbi's own infrastructure, or, where our network infrastructure supplies it, from the country identified by that infrastructure for your connection. The lookup takes place on our own systems, and we do not send your IP address to MaxMind. The result is a country only; it does not reveal your city, street address, or precise location, and we do not use GPS or device location. We record the resulting country code, not your IP address, with your Checkout Quote, payment, and Enrollment.

5.3 We treat the following items of information as separate, and each serves a distinct purpose:

Information	Use
Country resolved from your connection	Determines the Pricing Region; may suggest an interface language on a first visit.
Country of residence you declare	Forms part of your profile; does not determine price.
Interface language	The language in which the site is displayed (English or Portuguese); does not change price or Enrollment.
Pricing Region	The region whose price applies to a Checkout Quote: Africa, Europe, or the United States.

5.4 If your country cannot be determined, or falls outside the Pricing Regions currently served, checkout is not available. Once a Checkout Quote is issued, its price and region are fixed for that purchase, and a later change to your profile country does not affect past purchases.

5.5 Stripe and PayPal also report the payer's country. If that country differs from the country resolved at checkout, staff are alerted so that they can review the transaction. This comparison is used only for review and fraud prevention and never automatically refuses a payment or a refund.

5.6 On a first visit, if you have not chosen a language, the site suggests Portuguese where your connection originates in a Portuguese-speaking country and English otherwise. Once you choose a language, your choice is saved and takes priority.

6. AUTOMATED COURSE ASSESSMENT

6.1 Assessment results are calculated automatically from your answers and are used only to determine whether a Course suits your current level. They are not used for decisions concerning credit, employment, insurance, or similar matters.

6.2 In particular:

(a) readiness assessments help confirm that a Course matches your current experience; their result does not by itself prevent you from participating in a Free Trial or enrolling; and

(b) the Performance Tuning prerequisite assessment determines automatically whether you pass or fail; if you do not pass, you cannot purchase Performance Tuning at that time, and we recommend the Database Administration Course instead.

6.3 If you have questions about a result or believe it is incorrect, you may contact support@goalbi.com.

7. PAYMENTS

7.1 Payments are processed by Stripe and PayPal, according to the options presented at checkout.

(a) **Stripe.** Card and other payment details are entered into secure payment fields provided by Stripe on our payment page and are transmitted directly to Stripe without passing through our servers. From our systems, we send Stripe the amount, the currency, and our own reference numbers for the quote and the Student account. We do not send your name or email address to Stripe from our systems.

(b) **PayPal.** You approve the payment through PayPal's own buttons and sign-in window. We send PayPal the amount, the currency, and our own reference number for the quote. Your PayPal sign-in details and payment credentials remain with PayPal.

7.2 Stripe's and PayPal's payment components load only at the payment step. When they load, those providers may collect device and browser information for security and fraud prevention and may set their own cookies. Stripe and PayPal process payment information as independent businesses under their own privacy notices and legal obligations.

7.3 After the provider confirms a payment, your Enrollment is confirmed automatically. Refunds are issued through the provider that processed the payment, in accordance with the Refund Policy.

8. LIVE CLASSES AND COMMUNICATIONS

8.1 **Zoom.** Live classes are conducted on Zoom. For your scheduled Class, whether under an Enrollment or for a Free Trial, the Zoom link is made available through the student portal. A functioning camera is required, and Students must keep their camera on during live sessions unless Goalbi Academy instructs otherwise or expressly approves an exception; your image will therefore normally be visible to the instructor and other participants and may be captured in a recording. We do not connect your Goalbi Academy account to Zoom, and we do not receive attendance or other information about you from Zoom through the Service. When you use Zoom, Zoom processes information such as your display name, audio, video, and technical data under its own privacy practices.

8.2 **WhatsApp.** We may use WhatsApp for communication relating to your scheduled Class, including Class groups, notices, and coordination. An invitation link to your Class WhatsApp group is made available through the student portal, and we may contact you directly on WhatsApp using the phone number in your profile. We use WhatsApp as an ordinary messaging service; Goalbi Academy does not send your information to WhatsApp automatically. WhatsApp LLC, part of Meta, processes your information under its own privacy terms. If you join a Class group, other members, including instructors and other Students, may be able to see your phone number, profile name, profile photo, and other profile information, depending on WhatsApp's features and your settings.

8.3 **Student portal.** The student portal displays your schedule, Class access, announcements, Course resources, and recording access where available, and allows you to submit support requests.

8.4 **Transactional email.** We send service emails through Mandrill, the transactional email service of Intuit Mailchimp, covering email verification, password reset, Free Trial registration and completion, Enrollment confirmation, Class access, schedule changes, refund confirmations, Course recommendations, and notices of chat replies. Mandrill processes the recipient address

and message content needed to deliver each email. Mandrill open-tracking and click-tracking are disabled for these emails. When you enroll, our team also receives an internal email notification containing your name, email address, and Course.

8.5 **Live chat.** Website chat connects you with Goalbi Academy staff. We use the details you provide to respond to your conversation. If staff reply while you are away, we email you a secure single-use link to return to the conversation, which expires after a short time. We keep chat records so that the conversation remains available to you and to staff, and to prevent abuse. So that the Goalbi Academy owner can receive and answer chat messages promptly, we may forward the first or display name used in the chat and the text of your chat messages to the owner's Telegram account. Replies sent from Telegram are delivered to you through the Goalbi Academy website chat, and the conversation continues to be kept in Goalbi Academy's own system. Telegram is a third-party messaging service; this forwarding takes place between our systems and Telegram, and Goalbi Academy does not load a Telegram browser SDK, cookie, pixel, or tracker for this integration.

8.6 **Course news.** Your profile includes an optional preference for occasional news about new Courses. We do not currently send promotional emails. If we begin to do so, we will send them only to Students who have opted in. You may change this preference at any time in the student portal or by contacting us. Service messages about your account, Enrollment, and Classes are not promotional and are sent regardless of this preference.

9. CLASS RECORDINGS AND PROMOTIONAL MEDIA

9.1 Goalbi Academy may record live Zoom classes for two separate purposes: educational replay by Students of the Class, and, only with a Student's separate optional permission, promotional use on Official Goalbi Academy Social-Media Accounts. Goalbi Academy provides notice before a live class is recorded and, where applicable law requires it, obtains appropriate consent. Zoom may also display its own recording indicator. The Class Recording and Media Consent Notice (the **"Recording Notice"**) sets out both permissions in full.

9.2 A recording may contain the instructor's image and voice; your image while your camera is on; your voice when you speak or use your microphone; names and display names visible in the session; screen sharing and presentation material; and chat messages or other content captured by the recording. Because camera-on participation is required unless an exception applies, you should expect your image to be visible during class and potentially captured in the recording.

9.3 **Educational replay.** Goalbi Academy records a versioned Educational Recording Acknowledgement before recorded live-class access is provided. This acknowledgement is separate from Promotional Media Consent. Recordings are made using Zoom's recording features. Goalbi Academy stores a protected reference to each recording and controls access through the student portal; the recording itself may remain hosted by Zoom. A recording is made available only to authorized Students enrolled in the Class in which it was made, and to instructors and Goalbi staff who require access; a Student participating in a Free Trial may also access the recording of the Free Trial Class for up to seven calendar days after that class, as described in the Terms of Service. Access to Educational Recordings is limited to recordings the Student is authorized to access under the applicable Course and Class access rules.

9.4 **Optional promotional use.** With Promotional Media Consent, Goalbi LLC may use selected excerpts from class recordings in advertising and promotional content on Official Goalbi Academy Social-Media Accounts, including organic posts and paid social-media advertising promoting Goalbi Academy. An excerpt may include your image, voice, display name, or class contributions. In particular:

(a) Promotional Media Consent is optional, is not preselected, and is separate from the Educational Recording Acknowledgement and from acceptance of the Terms of Service; attending a class does not constitute consent;

(b) declining or withdrawing it does not affect Enrollment, payment, assessments, class attendance, support, Course materials, or educational replay;

(c) it covers only Official Goalbi Academy Social-Media Accounts and advertising for Goalbi Academy; it does not extend to other Goalbi brands, products, or accounts, to sponsors, business partners, or other companies, to unrelated advertising, or to the sale or licensing of your likeness;

(d) we do not publish an excerpt in which a Student who has not given Promotional Media Consent is identifiable, unless that Student has been made non-identifiable; and

(e) we keep a versioned record of whether consent was given or withdrawn and when.

9.5 When approved promotional content is published on a social-media platform, the platform processes it under its own terms and privacy practices. You may withdraw Promotional Media Consent at any time through the available student consent controls or by contacting support@goalbi.com. After withdrawal, we will not use excerpts in which you are identifiable in new promotional content and, where reasonably practicable, will remove such content from Goalbi Academy-controlled accounts and active promotions. We cannot guarantee the removal of copies outside our control, such as copies downloaded or reposted by other users or cached by a platform.

10. COOKIES AND BROWSER STORAGE

10.1 **First-party cookies.** Depending on how you use the Service, Goalbi Academy may set the cookies listed below. Their role differs: some support authentication and security when you sign in, enroll, or pay; one records your cookie choices; one remembers a preference; and one supports live chat only if you use it. They contain random identifiers or settings, not your name or profile details. The Goalbi Academy Cookie Policy describes these technologies in more detail.

Cookie	Category	Purpose	Duration
.GoalbiAcademy.Session	Authentication	Keeps you signed in to the student portal	Until sign-out, a period of inactivity, or at most 24 hours
.GoalbiAcademy.Antiforgery	Security	Prevents other websites from submitting protected requests in your name	Browser session
goalbi_cookie_preferences	Choice record	Records the choices you make in Cookie Settings	1 year

Cookie	Category	Purpose	Duration
goalbi_lang	Preference	Remembers your choice of English or Portuguese, where you permit preference storage	1 year
goalbi_chat	Chat continuity	Allows your browser to return to your chat conversation, if you use chat	7 days

10.2 Staff accounts use separate security cookies for the administration area; these are not set for Students or visitors.

10.3 **Browser local storage.** Local storage is not a cookie. Goalbi Academy uses limited local storage in your browser to remember the state of the website chat: whether the chat introduction has already been shown, whether the one-time chat attention sound has already been played, whether you have muted chat sounds, and the point to which chat messages have been displayed as read. These items do not contain chat messages, your name, email address, password, authentication credentials, or chat access tokens. The conversation itself is kept in Goalbi Academy's system, not in your browser. The items remain until you clear your browser's site data.

10.4 **Browser session storage.** During enrollment, Goalbi Academy uses temporary browser session storage to preserve the enrollment draft, including the Course details and the account details needed to continue; your password is removed and is not stored there. The enrollment draft is removed when a new enrollment is started, and the browser normally removes session storage when the tab or browser session ends. While you complete an assessment, your answers in progress may also be kept temporarily in session storage so that they are not lost if the page is refreshed.

10.5 **Third-party cookies.** At the payment step, Stripe and PayPal may set their own cookies for security and fraud prevention. Zoom and WhatsApp may set cookies on their own sites and applications when you use them. Those cookies are governed by the providers' own policies.

10.6 **Analytics and advertising.** Goalbi Academy does not currently use third-party web analytics, advertising cookies, tracking pixels, or technologies for behavioral or cross-context behavioral advertising.

10.7 **Your choices.** You may use the Cookie Settings control on the Goalbi Academy website to choose whether your language preference is remembered; cookies needed for security, authentication, recording your cookie choices, or a feature you request remain in use as necessary. You may also block or delete cookies and browser storage through your browser settings. Blocking the authentication or security cookie will prevent sign-in and protected enrollment and payment actions; blocking the language cookie means your language choice may not be remembered; blocking the chat cookie may prevent chat from continuing across visits; and clearing browser storage may reset chat display and sound settings and enrollment progress. Other parts of the Service may continue to function.

11. SERVICE PROVIDERS AND OTHER RECIPIENTS

11.1 We disclose personal information only as described in this Policy. We use the following service providers to operate Goalbi Academy:

Provider	Function
Microsoft Azure	Hosting of the production website, student portal, application services, database, and stored Course files
Microsoft Defender Antivirus	Malware scanning of files uploaded by staff
Stripe	Payment processing, refunds, and fraud prevention
PayPal	Payment processing, refunds, and fraud prevention
Zoom	Live classes and class recordings
WhatsApp (Meta)	Class groups and messages with enrolled Students
Telegram	Forwarding website chat messages to the Goalbi Academy owner so that they can be answered; limited to the first or display name used in the chat and the message text
Social-media platforms	Publication of promotional content on Official Goalbi Academy Social-Media Accounts; recording excerpts are included only with Promotional Media Consent
Mandrill (Intuit Mailchimp)	Delivery of transactional email
MaxMind	Supplier of the country database used within our own infrastructure; no personal information is sent to MaxMind

11.2 Microsoft Azure and Mandrill process information on our behalf to provide their services to us. Stripe, PayPal, Zoom, WhatsApp, and social-media platforms also process information for their own purposes as independent businesses, under their own privacy notices and legal obligations. Telegram handles the chat information forwarded to it under its own terms and privacy policy.

11.3 We may also disclose personal information:

(a) to our professional advisers, such as lawyers and accountants, where necessary;

(b) to law-enforcement agencies, regulators, courts, or other authorities where required by law, or where necessary to protect the rights, safety, or property of our Students, the public, or Goalbi;

(c) in connection with a merger, acquisition, financing, or sale of all or part of our business, in which case the recipient will be required to handle the information consistently with this Policy; and

(d) with your consent or at your direction.

11.4 Within Goalbi, access to Student records is limited to personnel who require it to operate the Service.

12. INTERNATIONAL TRANSFERS

12.1 Goalbi LLC is based in the United States and serves Students in several countries. Goalbi Academy's current production infrastructure is hosted in Microsoft Azure's East US region, in the United States. Our other providers, including Stripe, PayPal, Zoom, WhatsApp, Mandrill, and social-media platforms, may process information in their own infrastructure in the United States and other countries. If you use the Service from outside the United States, your information will be transferred to and processed in countries whose data-protection laws may differ from those of your country.

12.2 Certain transfers are necessary to provide the Service you request, such as processing a payment, delivering an email, operating a live class, or publishing promotional content for which you have given Promotional Media Consent. Providers that transfer information internationally do so under their own contractual and legal commitments. You may contact us for further information about these transfers.

13. RETENTION

13.1 We retain personal information only for as long as reasonably necessary for the purposes described in this Policy, including:

(a) providing the Service and maintaining account and Enrollment records;

(b) delivering classes and Student access, including Educational Recordings;

(c) promotional use of recording excerpts while Promotional Media Consent remains in effect;

(d) maintaining payment and refund records and meeting accounting and tax requirements;

(e) resolving disputes and establishing, exercising, or defending legal claims;

(f) preventing fraud and abuse, protecting security, and investigating incidents;

(g) enforcing our agreements;

(h) complying with regulatory and other legal obligations; and

(i) maintaining necessary audit history.

13.2 The retention period for a particular record depends on which of these purposes continues to apply. Fixed retention periods have not been established for every category of information. Educational Recordings may be retained for as long as reasonably necessary to provide Course access, support the learning experience, meet legitimate operational needs, or satisfy legal obligations.

13.3 Certain information may be retained after your account is closed where required or reasonably necessary, including payment and refund records, records of accepted terms and consents, assessment records, audit and security records, and records needed to establish, exercise, or defend legal claims. Backups may contain personal information for a limited period after it has been removed from active systems.

13.4 The student portal does not currently allow you to close or delete your account yourself. You may request closure or deletion by contacting us as described in Section 15. We will delete information where deletion is required, except where the law restricts or does not require deletion, for example where we must retain information to meet legal obligations or legitimate recordkeeping requirements, to prevent fraud, or to resolve disputes. Where we retain information on those grounds, we will inform you and limit its use accordingly.

14. SECURITY

14.1 We maintain administrative, technical, and physical safeguards appropriate to the information we hold, including:

(a) encryption of information in transit between your browser and our servers;

(b) secure authentication, with passwords stored only in hashed form and sign-in sessions that expire;

(c) encryption or protected storage of sensitive information, such as Class access and recording references;

(d) restricted, role-based staff access, with multi-factor authentication for administrators;

(e) logging and monitoring, including audit logs of staff actions and staff access to Student records;

(f) malware scanning of files uploaded by staff;

(g) limits on repeated or abusive requests;

(h) infrastructure safeguards, including restricted network access to our servers and database; and

(i) handling of payment credentials by specialist payment providers rather than by Goalbi.

14.2 No system is completely secure, and we cannot guarantee the security of information transmitted over the internet. If you believe your account has been compromised, change your password and contact support@goalbi.com immediately.

15. YOUR PRIVACY RIGHTS

15.1 Depending on where you live, you may have some or all of the following rights:

(a) **Access:** to confirm whether we hold personal information about you and to obtain a copy;

(b) **Correction:** to have inaccurate or incomplete information corrected;

(c) **Deletion:** to have your information deleted, subject to the exceptions described in Section 13;

(d) **Restriction:** to require us to limit our use of your information in certain circumstances;

(e) **Objection:** to object to processing based on our legitimate interests;

(f) **Portability:** to receive information you provided to us in a structured, commonly used, machine-readable format, where the law provides this right;

(g) **Withdrawal of consent:** where we rely on consent, such as for Promotional Media Consent or course news, to withdraw it at any time, without affecting processing carried out before withdrawal; and

(h) **Complaint:** to lodge a complaint with a data-protection authority.

15.2 Some matters can be managed directly in the student portal, where you may view and update your profile, change your password and course-news preference, view your Enrollments, payments, and receipts, and manage Promotional Media Consent where that control is available.

15.3 To make any other request, email support@goalbi.com from the email address associated with your account, or provide enough information for us to identify you. Requests are handled individually by our team. We may need to verify your identity before fulfilling certain requests, and we will respond within the period required by applicable law. Where the law permits, you

may act through an authorized agent, in which case we may require proof of the agent's authority and confirmation of your identity. We will not discriminate against you for exercising your rights.

15.4 Rights are subject to exceptions. For example, we may need to retain payment records even if you request their deletion. If we cannot fully comply with a request, we will explain why.

16. EEA AND UNITED KINGDOM RIGHTS

16.1 This Section applies where the GDPR or the UK GDPR applies to our processing of your personal information. Whether and how those laws apply depends on the circumstances.

(a) **Controller.** Goalbi LLC, at the address in Section 2, is the controller.

(b) **Legal bases.** The legal basis for each purpose is set out in Section 4.

(c) **Rights.** Where those laws apply, you have the rights described in Section 15, including the right to object at any time to the use of your information for direct marketing.

(d) **Automated results.** The assessment results described in Section 6 are generated automatically and relate only to Course suitability. You may contact us with questions about a result. Where the law gives you additional rights regarding automated decisions, you may exercise them by contacting us.

(e) **Transfers.** International transfers are described in Section 12.

(f) **Complaints.** You may lodge a complaint with the supervisory authority in the country where you live or work, or where you believe an infringement occurred; in the United Kingdom, this is the Information Commissioner's Office. We encourage you to contact us first so that we can try to resolve your concern.

16.2 Providing the information requested at registration and checkout is necessary for Enrollment. Without it, we cannot provide the Service.

17. ADDITIONAL INFORMATION FOR U.S. RESIDENTS

17.1 Residents of certain U.S. states may have rights under state privacy laws, some of which apply only to businesses that meet specified size or activity thresholds. Where such a law applies to us, we will honor the rights it provides. Regardless of your state of residence, you may request access to, correction of, or deletion of your personal information as described in Section 15.

17.2 We collect the following categories of personal information, as described in Section 3:

(a) identifiers and contact details;

(b) account and profile information;

(c) commercial information, such as purchase and refund records;

(d) education-related information, such as assessment results and Enrollment records;

(e) audio and visual information in class recordings;

(f) network and technical information; and

(g) approximate location limited to country.

17.3 We use these categories for the purposes described in Section 4 and disclose them to the recipients described in Section 11.

17.4 We do not sell personal information. We do not share personal information for cross-context behavioral advertising, and we do not use it for targeted advertising. Recording excerpts are published in Goalbi Academy promotions only with Promotional Media Consent. If you live in a

state that gives you a right to appeal our decision on a privacy request, you may appeal by replying to our decision or by emailing support@goalbi.com with the subject line "Privacy Request Appeal."

18. SALE OF INFORMATION AND ADVERTISING

18.1 Goalbi does not sell, rent, or trade personal information. Goalbi Academy does not currently use advertising cookies, tracking pixels, or third-party web analytics. Goalbi Academy may run paid promotions on its own social-media accounts, but does not use Student information to target that advertising. Apart from recording excerpts published with Promotional Media Consent, we do not share personal information with advertising networks or with social-media platforms for advertising purposes, and we do not create profiles of you for targeted advertising. If these practices change, we will update this Policy.

19. AGE REQUIREMENT

19.1 Goalbi Academy is intended only for adults aged 18 or older. It is not directed to anyone under 18, and we do not knowingly offer Enrollment to anyone under 18. We do not collect dates of birth or verify age, and rely on this requirement, the age confirmation given at registration, and the Terms of Service.

19.2 If we learn that we have collected personal information from a person under 18, we may delete the information, close the account, or both, subject to any legal recordkeeping requirements. If you believe a person under 18 has provided us with personal information, please contact support@goalbi.com.

20. THIRD-PARTY SERVICES AND LINKS

20.1 The Service links to and relies on services we do not control, including Zoom, WhatsApp, PayPal, Stripe, Telegram (used to answer website chat messages), and social-media platforms used for Goalbi Academy promotions. Our blog and Course pages may also link to other websites. This Policy does not apply to those services, and we are not responsible for their privacy practices. We encourage you to review their privacy notices.

21. CHANGES TO THIS POLICY

21.1 We may amend this Policy when the Service, our providers, or applicable law changes. We will publish the amended Policy with a revised "Last Updated" date and, where a change is material, take reasonable steps to notify you before it takes effect, for example by email or through a notice in the student portal. We keep a record of earlier versions.

22. CONTACT

22.1 Questions about this Policy, privacy requests, and privacy concerns may be directed to:

Goalbi LLC
4600 South Pinnacle Hills Pkwy.
Rogers, AR 72758
United States

Email: support@goalbi.com
Website: academy.goalbi.com