

Terms and Conditions

PRIVACY AGREEMENT

GENERAL

1. You may visit our website without disclosing any personal information. We may, however, offer some services or specifically request personal information. The personal information we collect may include, but is not limited to, first and last name, street address, country, e-mail address, telephone number (e.g., home, work, mobile and/or fax), and birthdate. We may also collect other personal information that will be identified on the applicable page(s) of the Website. If you submit any personal information to us, or to our third party service providers acting on our behalf, you can be assured that we will not sell, lease, or share your personal information with or to anyone else, except as follows: (1) to our third party service providers, and only so that they may help us provide the services you've requested.
2. Automatically Collected Information. We may use automatic methods such as cookies (small amounts of data, which often includes an anonymous unique identifier that is sent to your browser from a Website's computers and stored on your computer's hard drive) to understand Website trends, deliver a more personalized experience and to improve our content and offerings. Examples of the information we may collect and analyze using these methods include, the Internet protocol (IP) address used to connect your computer to the Internet; e-mail address; type and version, operating system, and platform; purchase history, which we may aggregate with similar information from other customers; the full Uniform Resource Locator (URL) clickstream to, on, and from our Website, including date and time; and cookie information. We may also use software tools to measure and collect session information, including page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), and methods used to browse away from the page.
3. If you do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows the user to accept or reject cookies. If you set your browser not to accept cookies, you may not be able to take advantage of certain services on our Website.

4. We do not transfer cookies associated with our Website to any unrelated company, nor do we authorize any other companies to access the cookies we have placed on your computer's hard drive. We may allow other companies that are presenting advertisements or providing services on our pages to set and access cookies on your computer. Those companies' use of cookies will be covered by their own privacy policies, not ours.
5. We do not install any spyware or adware in connection with our Website, or distribute any commercial message, or authorize any third party to distribute any commercial message, by means of spyware or adware. "Spyware" or "adware" is any software which has been downloaded to and/or installed on an Internet user's computer, without the user's actual consent, and facilitates the distribution of any commercial message to the user. If you feel you may have spyware from another company installed on your machine, there are various anti-spyware/adware software applications available on the Internet to identify if this has occurred.
6. Aggregated Demographic Information. We may share aggregated demographic information with third parties, but this information is not linked to any personal information that can identify you or another individual person. Therefore, no personal information is disclosed in this manner.
7. Disclosure for Legal Purposes. The law requires that we may be required to share your personal information and non-personal information (see "Cookies" section above for examples of non-personal information) pursuant to judicial or governmental subpoenas, warrants or orders. If we are required to do so, we will, of course, obey the law. In addition, notwithstanding any term to the contrary in this Privacy Policy, we reserve the right to use and disclose share your personal and non-personal information in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of this Website's Terms of Use, or as otherwise required by law.
8. Links Our Website contains links to other sites websites operated by unrelated third parties. Please note that we are not responsible for the privacy practices of third party websites. We encourage you to be aware of this when you leave our Website and to read the privacy policies of every website that collects personally identifiable information from you.

9. **User Agreement**

9.1 GENERAL RULES AND DEFINITIONS

- 9.2 GPS may change, add or remove portions of this Agreement at any time, but if it does so, it will post such changes on the Service, or send them to you via e-mail.
- 9.3 IF ANY OF THESE RULES OR ANY FUTURE CHANGES ARE UNACCEPTABLE TO YOU, YOU MAY CANCEL YOUR SUBSCRIPTION BY SENDING E-MAIL TO: *info@greatpeoplesolutions.com*
- 9.4 YOUR CONTINUED USE OF THE SERVICE NOW, OR FOLLOWING THE POSTING OF NOTICE OF ANY CHANGES IN THESE OPERATING RULES, WILL INDICATE ACCEPTANCE BY YOU OF SUCH RULES, CHANGES, OR MODIFICATIONS.
- 9.5 GPS may change, suspend or discontinue any aspect of the Service at any time, including the availability of any Service feature, database, or content. GPS may also impose limits on certain features and services or restrict your access to parts or all of the Service without notice or liability.
- 9.6 You may download or copy the Content and other downloadable items displayed on the Service for personal use only, provided that you maintain all copyright and other notices contained therein. Copying or storing of any Content for other than personal use is expressly prohibited without prior written permission from GPS, or the copyright holder identified in the copyright notice contained in the Content.

10. REPRESENTATIONS AND WARRANTIES

- 10.1 You represent, warrant and covenant (a) that no materials of any kind submitted through your account will (i) violate, plagiarize, or infringe upon the rights of any third party, including copyright, trademark, privacy or other personal or proprietary rights; or (ii) contain libelous or otherwise unlawful material;

11. FEES AND PAYMENTS

- 11.1. GPS reserves the right at any time to charge fees for access to portions of the Service or the Service as a whole.

12. USING OUR PERSONAL INFORMATION

- 12.1 Personal information submitted to us via this website will be used for the purposes specified in this privacy policy or in relevant parts of the website

We may use your personal information to:

- (a) Administer the website;
- (b) Improve your browsing experience by personalising the website;
- (c) Enable your use of the services available on the website;
- (d) Supply to you services purchased via the website;
- (e) Send statements and invoices to you, and collect payments from you;
- (f) Send to you general (non-marketing) commercial communications;
- (g) Send you email notifications which you have requested;
- (h) Send to you our newsletter and other marketing communications relating to our business or the businesses of carefully-selected third parties which we think may be of interest to you by post or, where you have specifically agreed to this, by email or similar technology (you can inform us at any time if you no longer require marketing communications);
- (i) Provide third parties with statistical information about our users – but this information will not be used to identify any individual user; and
- (j) Deal with enquiries and complaints made by or about you relating to the website.

13. OTHER DISCLOSURES

- 13.1 We may disclose information about you to any of our employees, officers, agents, suppliers or subcontractors insofar as reasonably necessary for the purposes as set out in this privacy policy.

In addition, we may disclose your personal information:

- (a) To the extent that we are required to do so by law;
- (b) In connection with any of the services provided by GPS;
- (c) In order to establish, exercise or defend our legal rights (including providing information to others for the purposes of fraud prevention and reducing credit risk);

14. INTERNATIONAL DATA TRANSFER

- 14.1 Information that we collect may be stored and processed in and transferred between any of the countries in which we operate in order to enable us to use the information in accordance with this privacy policy.
- 14.2 Information which you provide may be transferred to countries which do not have data protection laws equivalent to those in force in Jamaica.

14.3 In addition, personal information that you submit for publication on the website will be published on the internet and may be available, via the internet, around the world. We cannot prevent the use or misuse of such information by others.

14.4 You expressly agree to such transfers of personal information.

15. SECURITY OF YOUR PERSONAL INFORMATION

15.1 We will take reasonable technical and organisational precautions to prevent the loss, misuse or alteration of your personal information.

15.2 We will store all the personal information you provide on our secure (password – and firewall-protected) servers. All electronic financial transaction data associated with transactions you make on or in relation to our website will be encrypted using verifiable secure technology.

15.3 Of course, data transmission over the internet is inherently insecure, and we cannot guarantee the security of data sent over the internet.

15.4 You are responsible for keeping your password and user details confidential. We will not ask you for your password (except, of course, when you log in to the website).

16. POLICY DOCUMENTS

16.1 We may update this privacy policy from time-to-time by posting a new version on our website. You should check this page occasionally to ensure you are happy with any changes.

16.2 We may from time to time also notify you of changes to our privacy policy by email.

17. YOUR RIGHTS

17.1 You may instruct us to provide you with any personal information we hold about you. Provision of such information will be subject to:

(a) The payment of a fee (currently fixed) and

(b) The supply of appropriate evidence of your identity (for this purpose, we will usually accept a photocopy of your passport certified by an Attorney-at-Law or bank plus an original copy of a utility bill showing your current address).

17.2 We may withhold such personal information to the extent permitted by law.

17.3 You may instruct us not to process your personal information for marketing purposes by sending an email to us. In practice, you will usually either expressly agree in advance to our use of your personal information for marketing or other purposes or we will provide you with an opportunity to opt-out of the use of your personal information for marketing or other purposes.

18. THIRD PARTY WEBSITES

18.1 The website contains links to other websites. We are not responsible for the privacy policies or practices of third party websites.

19. ABOUT COOKIES

19.1 Our website uses cookies. You consent to our use of cookies in accordance with the terms of this policy.

19.2 Cookies consist of small files, often including unique identifiers, that are sent by web servers to web browsers, and which may then be sent back to the server each time the browser requests a page from the server.

19.3 Cookies can be used by web servers to identify and track user as they navigate different pages on a website and to identify users returning to a website.

19.4 Cookies may be either “persistent” cookies or “session” cookies. A persistent cookie consists of a text file sent by a web server to a web browser, which will be stored by the browser and will remain valid until set expiry date (unless deleted by the user before the expiry date). A session cookie, on the other hand, will expire at the end of the user session, when the web browser is closed.

20. HOW WE USE COOKIES

20.1 Cookies do not contain any information that personally identifies you, but personal information that we store about you may be linked, by us, to the information stored in and obtained from cookies.

20.2 We may use the information we obtain from your use of our cookies for the following purposes:

- (1) To recognise your computer when you visit our website;
- (2) To track you as you navigate our website, and to enable the use of some of the features on our website (such as our shopping cart, Q&A system, and blogging and commenting system);
- (3) To improve the website’s usability;
- (4) To analyse the use of our website;

- (5) In the administration of this website;
- (6) To personalise our website based on information for your use

21. WE PROVIDE OUR WEBSITE "AS IS" AND DISCLAIM ALL WARRANTIES

- 21.1 Our website content is provided "as is" and without warranties of any kind, either express or implied. We disclaim all warranties, express or implied, including, but not limited to, implied warranties and merchantability and fitness for a particular purpose.

21.2 We Do Not Have Responsibility for Links to Third Party Content

We may provide hyperlinks or pointers to other websites maintained by third parties or may provide third party content on our website by framing or other methods. The links to third party Web sites are provided for your convenience and information only. The content in any linked websites is not under our control so we are not responsible for the content, including any further links in a third party site. If you decide to access any of the third party sites linked to our website, you do this entirely at your own risk. It is up to you to take precautions to ensure that the third party you link to for your use is free of computer viruses, worms, trojan horses and other items of a destructive nature.

22. IF WE PROVIDE A LINK, WE DO NOT NECESSARILY ENDORSE A THIRD PARTY

- 22.1 We reserve the right to terminate a link to a third party website at any time. The fact that we provide a link to a third party website does not mean that we endorse, authorize or sponsor that website. It also does not mean that we are affiliated with the third party website's owners or sponsors.

23. IF A THIRD PARTY LINKS TO OUR WEBSITE, IT IS NOT AN ENDORSEMENT

- 23.1 If a third party links to our website, it is not necessarily an indication of an endorsement, authorization, sponsorship, affiliation, joint venture or partnership by or with us. In most cases, we are not aware that a third party has linked to our website.

A website that links to our website:

May link to, but not replicate, our content;

The content may or may not be to-date or current;

Should not imply that we are endorsing it or its products;

Should not misrepresent its relationship with us;

Should not present false information about our products or services; and

Should not contain content that could be construed as distasteful, offensive or controversial, and should contain only content that is appropriate for all age groups.

24. IF YOU TRANSMIT OR PROVIDE DATA TO US, IT IS NON-CONFIDENTIAL

- 24.1 We do not want to receive confidential or proprietary information from you through our website. If you transmit to or post on our website any material, data, information or idea by any means, it will be treated as non-confidential and non-proprietary and may be disseminated or used by us for any purpose. Personal data provided to us will be handled in accordance with our policies regarding privacy.
- 24.2 You are not authorized to post on or transmit to or from our website any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material, or any other content that could give rise to any civil or criminal liability under the law.

25. YOUR USE OF OUR WEBSITE IS RESTRICTED

- 25.1 Our website and its content are owned and operated by us. Our website's content is copyrighted and protected by copyright laws and treaty provisions. In addition, our website content is protected by trademark laws, the laws of privacy and publicity, and communications regulations and statutes.
- 25.2 No content owned, operated, licensed or controlled by us may be copied, reproduced, republished, modified, uploaded, posted, transmitted, or distributed in any way. You also may not, without our permission, "mirror" any material contained on our website on any other server.
- 25.3 Violation of these restrictions will be a violation of one or more laws and is expressly prohibited by law. If you violate these restrictions, you may be subject to civil and criminal penalties. If we grant you permission to waive these restrictions, the permission terminates automatically if you breach any of these terms or conditions. Upon termination, you must immediately destroy any downloaded materials and printed materials.

26. BY PROVIDING CONTENT, WE DO NOT ALLOW YOU TO USE OUR TRADEMARKS

- 26.1 The trademarks, service marks and logos of GPS used and displayed on our website are our registered and unregistered trademarks. Nothing on this website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of our trademarks without our written permission. Requests to use trademarks owned by other companies which may be mentioned on this website should be directed to such other companies. We aggressively enforce our intellectual property rights. The name of GPS or our logo may not be used in any way, including in advertising or publicity pertaining to distribution of materials on our website, without prior written permission. You are not authorized to use our logo as a hyperlink to our website unless you obtain our written permission in advance.

27. YOU ARE BOUND BY CHANGES IN THIS AGREEMENT'S TERMS AND CONDITIONS

- 27.1 We may at any time revise these terms and conditions by updating this posting. By using our website, you agree to be bound by any such revisions and should therefore periodically visit this page to determine the then current Great People Solutions Website Privacy and Use Agreement and Disclaimers to which you are bound. Certain provisions of these terms and conditions may be superseded by other legal notices or terms located on parts of our website. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any other written agreement between GPS and its customers or vendors, the express terms and conditions of the latter agreement shall prevail.

28. YOU AGREE TO INDEMNIFY US FOR USING OUR WEBSITE

- 28.1 You agree to indemnify, defend and hold harmless GPS, its officers, directors, employees, agents, licensors, suppliers and any third party information providers to us from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this Agreement by you.

29. THIRD PARTIES MAY HAVE RIGHTS UNDER THIS AGREEMENT

- 29.1 Some of the provisions of this Agreement are for the benefit of GPS and its officers, directors, employees, agents, licensors, and suppliers. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

30. HOW THIS AGREEMENT MAY BE TERMINATED

- 30.1 This Agreement may be terminated by either party without notice at any time for any reason; provided that you may no longer use our Website after you have terminated this Agreement. The provisions of this Agreement shall survive any termination of this Agreement.

31. MISCELLANEOUS

- 31.1 Our failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. We may assign our rights and duties under this Agreement to any party at any time without notice to you.

REFUND POLICY

A client may be either or both the person who purchased the service and the recipient of the service or gift card.

PREPAID SERVICES & GIFT CARDS

Prepaid Services and Gift Cards are valid for three months from the date of purchase.

The length of the session purchased CANNOT be divided into multiple shorter sessions. All Prepaid Services and Gift Cards are Non Refundable, Non Transferable or Non Redeemable for cash.

CANCELLATION POLICY

Appointment times are reserved for each client and GPS is unable to fill appointments that are cancelled on short notice. Cancellations and re-scheduling require 48 hour notice.

If a scheduled session is cancelled with 48 hours notice, it must be

rescheduled before the expiry date of the service and subject to space availability.

All sessions have a “no refund” cancellation policy. There is no refund if the above re-scheduling process is not followed, the validity period has expired or will expire before an available appointment time can be confirmed.

GPS’s intention is to create a service of exceptional value. In the rare event of GPS’s need to cancel a session, the client has two options: another session may be scheduled within the expiry period or the expiry period will be extended for a further 3 months.

GPS will process a refund, in its sole discretion, for exceptional purposes only as deemed fit by GPS and GPS alone.

NO SHOW & LATE SHOW POLICY

Clients who are not present within 15 minutes of the session’s scheduled starting time are considered to be “no show” or “late show”. If a client arrives late for a session, that session will still conclude at the end of the appointed hour. “No show” and “late show” clients will not be rescheduled. “No show” and “late show” sessions are non-refundable.