

Terms of Service or Use Policy for Beacon Online Training and Coaching Academy

Last Updated: [July 015, 2023]

Welcome To Beacon's Terms of Use: Our policy below lists legal terms and conditions for anyone who visits our website and us any of our services. The purpose of the terms is to protect you and us and to ensure that you have a positive experience using our services.

Purpose: Our training and consulting services are designed to provide professionals working in the field of corrections with the tools they need to help justice-impacted people successfully transition back to the community. Our coaching services are designed to help people achieve more satisfaction and success in their lives. We provide onsite and online training workshops, program consultation and evaluation, professional coaching services and we sell workbooks to help people learn new skills.

Please read the following Terms of Service or Use Policy carefully before using our training, consulting, and coaching website. By accessing or using our website, you acknowledge and agree to the terms outlined below:

1. Acceptance of Terms: These Terms of Service or Use ("Terms") constitute a legally binding agreement between you ("User," "You," or "Your") and [Beacon Online Training and Coaching Academy] ("Company," "We," "Us," or "Our") regarding your use of our website, including any content, services, or features provided.

2. Eligibility: By using our website, you represent and warrant that you are at least 18 years of age and have the legal capacity to enter these Terms. If you are using the website on behalf of an organization, you further represent and warrant that you have the authority to bind that organization to these Terms.

3. By accessing, browsing, subscribing to, and using this website, you acknowledge that you have read, have understood, and you accept and agree to be bound by these Terms of Use, to abide by these Terms of Use, and to comply with all applicable laws and regulations. If you do not agree to these Terms of Use, you are not authorized to use this website.

4. Website Content: Our website provides information, resources, and materials related to training, consulting, and coaching services. The content on our website is for general informational purposes only and does not constitute professional advice or recommendations. We strive to provide accurate and up-to-date information, but we do not guarantee the completeness, accuracy, or reliability of the content.

5. User Obligations: You agree to use our website and its content solely for lawful purposes and in compliance with these Terms. You shall not:

- a. Violate any applicable laws, regulations, or third-party rights.
- b. Use our website to engage in any fraudulent, abusive, or illegal activities.

- c. Interfere with or disrupt the functioning of our website or its associated services.
- d. Attempt to gain unauthorized access to any portion of our website or its related systems.
- e. Transmit or distribute viruses, malware, or any other harmful content.

6. Intellectual Property: The content, including text, graphics, logos, images, videos, and any other materials on our website, is protected by copyright, trademark, and other intellectual property laws. You may not reproduce, distribute, modify, or create derivative works based on the content without our prior written consent.

7. Third-Party Links: Our website may contain links to third-party websites or resources. These links are provided for your convenience, and we do not endorse or assume any responsibility for the content or practices of these third-party websites. Your interactions with third-party websites are solely between you and the respective third party, and you should review their terms and privacy policies.

8. Disclaimer of Warranties: We make no representations or warranties, whether express or implied, regarding the accuracy, reliability, or completeness of our website's content, services, or features. Your use of our website is at your own risk, and we disclaim any warranties of merchantability, fitness for a particular purpose, or non-infringement.

9. Limitation of Liability: In no event shall we, our affiliates, officers, directors, employees, or agents be liable for any direct, indirect, incidental, special, or consequential damages arising out of or in connection with your use of our website or its content. This includes but is not limited to, loss of data, loss of profits, or any other economic loss.

10. Indemnification: You agree to indemnify, defend, and hold us harmless from any claims, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees) arising out of or related to your use of our website, violation of these Terms, or infringement of any intellectual property or other rights.

11. Modifications: We reserve the right to modify, update, or revise these Terms at any time, without prior notice. Any changes will be effective immediately upon posting on our website

. Your continued use of our website after the posting of any changes constitutes your acceptance of the revised Terms.

12. Governing Law and Jurisdiction: These Terms shall be governed by and construed in accordance with the laws of [United States]. Any disputes arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of [Florida].

13. Severability: If any provision of these Terms is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

14. Fair Use Policy: The following Fair Use Policy ("Policy") outlines the terms and conditions for the use of copyrighted material on our website and within our training, consulting, and publishing business. By accessing our website, participating in our training programs, utilizing our consulting services, or engaging with our published materials, you agree to abide by this Policy.

1. Purpose of Fair Use:

We acknowledge and respect the principles of fair use under copyright law. Fair use allows for the limited use of copyrighted material without seeking permission from the copyright owner. Our Policy is designed to promote transformative and non-infringing uses of copyrighted material for purposes such as criticism, commentary, teaching, research, and news reporting.

2. Determining Fair Use:

Determining whether a particular use qualifies as fair use requires a case-by-case analysis. We encourage individuals to apply the following guidelines when considering the fair use of copyrighted material:

- a. Purpose and Character: Consider the transformative nature of the use, such as whether the material is used in a new or different way that adds value or offers critical analysis or commentary.
- b. Nature of the Copyrighted Work: Recognize that fair use is more likely to apply to factual works, published materials, or works with expired copyrights, as opposed to highly creative or unpublished works.
- c. Amount and Substantiality: Limit the use to a reasonable and necessary portion of the copyrighted work, taking into account the purpose and context of the use.
- d. Effect on the Market: Avoid uses that compete with or substitute the original work, potentially impacting its market value.

3. Attribution and Citations:

When incorporating copyrighted material, it is essential to provide proper attribution and citations to acknowledge the original creators and sources. Accurate and complete referencing helps ensure intellectual property rights are respected and demonstrates academic integrity.

4. User Responsibilities:

Users of our website, training programs, consulting services, and published materials are responsible for conducting their own fair use assessments before using copyrighted material. It is the user's responsibility to determine whether their use complies with applicable copyright laws, including fair use principles.

5. Legal Disclaimer:

Our Fair Use Policy is not a substitute for legal advice. It is recommended to consult with a qualified attorney specializing in copyright law for personalized guidance concerning fair use and copyright compliance.

6. Policy Updates:

We reserve the right to modify this Fair Use Policy at any time without prior notice. Any updates to this Policy will be posted on our website and will be effective immediately upon posting.

By using our website, participating in our programs, or engaging with our materials, you acknowledge and agree to adhere to this Fair Use Policy.

15. Policy on Using AI to Develop Content for Training, Consulting, and Coaching Business

Effective Date: [7/8/2023]

1. Purpose

The purpose of this policy is to establish guidelines and principles for the use of artificial intelligence (AI) technology in developing content for our training, consulting, and coaching business. This policy aims to ensure ethical, accurate, and valuable content creation while maintaining the trust and integrity of our clients.

2. Definitions

2.1. **AI:** Artificial intelligence refers to the development of computer systems that can perform tasks that typically require human intelligence, such as natural language processing, data analysis, and decision-making.

3. Content Development Process

3.1. **Responsible Use:** We will ensure that AI is used responsibly and ethically in the content development process. The development and deployment of AI systems will comply with applicable laws, regulations, and industry standards, including data protection and privacy regulations.

3.2. **Human Oversight:** AI technologies will not replace human expertise and judgment in the content development process. Human professionals, such as subject matter experts and instructional designers, will provide oversight and review to ensure accuracy, quality, and alignment with our business objectives.

3.3. **Data Integrity:** The AI algorithms and models used to develop content will be trained on reliable and high-quality data sources. We will regularly review and update these sources to maintain the accuracy and relevance of the AI-generated content.

4. Transparency and Disclosure:

4.1. **AI Attribution:** When AI is used in the development of content, we will clearly disclose the use of AI to our clients and stakeholders. This includes specifying which parts of the content were generated or assisted by AI technologies.

4.2. **Limitations and Disclaimers:** We will inform our clients and stakeholders about the limitations and capabilities of AI-generated content. It is important to make it clear that AI is a tool to enhance our services and not a replacement for human expertise. We will provide appropriate disclaimers to ensure that clients understand the role of AI in content development.

5. Quality Assurance:

5.1. Review Process: All AI-generated content will undergo a rigorous review process conducted by human professionals. This process includes verifying the accuracy, relevance, and suitability of the content to ensure it meets our quality standards.

5.2. Continuous Improvement: We will continuously evaluate the performance of AI algorithms and models used in content development. Feedback from clients and stakeholders will be solicited and incorporated into the improvement process to enhance the effectiveness and value of the AI-generated content.

6. Data Privacy and Security

6.1. Data Protection: We will handle all data used in the AI content development process in accordance with applicable data protection laws and regulations. Client data and any other sensitive information will be protected, stored securely, and used only for the intended purposes.

6.2. Data Anonymization: Personal and sensitive information will be anonymized or aggregated wherever possible to ensure privacy and confidentiality.

7. Training and Accountability

7.1. Staff Training: Our employees involved in the content development process will receive appropriate training on AI ethics, responsible use, and the limitations and capabilities of AI technologies.

7.2. Accountability: We will assign clear roles and responsibilities to individuals involved in AI content development, including oversight, review, and decision-making. These individuals will be accountable for the ethical use of AI and adherence to this policy.

8. Compliance and Policy Review

8.1. Compliance: All employees must comply with this policy and associated procedures.

8.2. Policy Review: This policy will be periodically reviewed and updated to reflect advancements in AI technology, changes in regulations, and evolving best practices. Updates to the policy will be communicated to all employees.

By following this policy, we aim to leverage AI technology effectively and ethically to enhance our training, consulting, and coaching services, while upholding the highest standards of accuracy, quality, and integrity.

16. This website is an Internet service provider (ISP) and is protected from copyright infringement liability under the Digital Millennium Copyright Act (DMCA) because it complies with safe harbor provisions and requirements of the DMCA. The designated agent for receiving notices of copyright infringement on this website is: [Dr. Barry M. Gregory Ed.D., M.Ed., Ba] [CEO] [beaconacademy1954@gmail.com] [561-670-6736].

17. Entire Agreement: These Terms constitute the entire agreement between you and us regarding your use of our website and supersede any prior agreements or understandings. If you have any questions or concerns regarding these Terms, please contact us for clarification. Thank you for using our training, consulting, and coaching website.

18. Terms of Use Policy for Using Books Listed on this Site And Bought on Amazon: This Terms of Use Policy governs your use of the books published by [Beacon Online Training and Coaching Academy] on Amazon.

Amazon Affiliate Notice: As An Amazon Associate Beacon Online Training and Coaching Academy Is An Amazon Associate And Earns From Qualifying Book Purchases We Recommend or Sell

1. By using the books, you agree to the following terms and conditions:

- You may not use the books for any commercial or illegal purpose.
- You may not modify or alter the books in any way.
- You may not distribute or share the books with others without the express permission of the author.
- You are responsible for any and all use of the books by you or your authorized users.

2. The author reserves the right to modify or terminate this Terms of Use Policy at any time.

If you have any questions about this Terms of Use Policy, please contact us at [beaconacademy1954@gmail.com].

3. Additional Terms

- The author retains all copyright and other intellectual property rights in the books.
- The author is not responsible for any damage caused by the use of the books.
- The author reserves the right to remove any book from Amazon at any time.

4. Indemnification

You agree to indemnify and hold the author harmless from any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with your use of the books.

5. Governing Law

This Terms of Use Policy will be governed by and construed in accordance with the laws of the State of [Florida].

6. Entire Agreement

This Terms of Use Policy constitutes the entire agreement between you and the author regarding the use of the books. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

7. Severability

If any provision of this Terms of Use Policy is held to be invalid or unenforceable, such provision will be struck from this Terms of Use Policy and the remaining provisions will remain in full force and effect.

8. Waiver

No waiver of any provision of this Terms of Use Policy will be effective unless in writing and signed by both parties.

9. Notices

All notices and other communications hereunder will be in writing and will be deemed to have been duly given when delivered in person, upon the first business day following deposit in the United States mail, postage prepaid, certified, or registered, return receipt requested, addressed as follows:

If to Author: [Beacon Online Training and Coaching Academy] [8069 Nevis Place
Wellington, FL 33414]

If to You: [Beacon Online Training and Coaching Academy] [8069 Nevis Place
Wellington, FL 33414]

or to such other address as either party may designate in writing from time to time.

10. Miscellaneous

11. This Terms of Use Policy may be amended by the author at any time by posting a revised version on Amazon. Your continued use of the books after such amendment will constitute your acceptance of the revised Terms of Use Policy.

[Beacon Online Training and Coaching Academy]

Date Updated: 7/15/2023

Contact Us

If you have any questions about this Terms of Service or Use Policy, you can contact us:

- By email: beaconacademy1954@gmail.com

Sources Used In Preparation of This Terms of Use Policy: OpenAI. (2021). ChatGPT: Language Model. Retrieved from <https://openai.com>

Wix.com Terms of Use Retrieved from <https://www.wix.com/about/terms-of-use> on July 15,2023

Bard. (2023, July 14, 8:30 AM EST). "Terms of Use Policy for Books Self-Published on Amazon:" Retrieved from <https://bard.google.com/>