

Privacy Policy

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This Privacy Policy explains how **SNOWOAR LLC**, a New Mexico limited liability company ("Snowoar," "we," "us," or "our"), collects, uses, shares, and protects personal information in connection with Snowoar Academy and our related products and services (the "**Services**"). We sell and deliver our Services through **Whop (whop.com)**; our community runs on **Discord**; and some sign-up and lead-capture forms are hosted on **Tally**.

By using the Services, you agree to this Privacy Policy. If you do not agree, please do not use the Services. Your use of the Services is also governed by our Terms of Service and Return & Refund Policy, including the disclaimers, limitation of liability, and the dispute-resolution and binding-arbitration terms in the Terms of Service.

1. Our role, and the role of Whop

For the personal information we collect and use to run Snowoar Academy, **SNOWOAR LLC is the independent controller** — we decide why and how that information is used.

Whop operates the storefront, checkout, payment processing, and course hosting through which our Services are sold and delivered. Whop (and its payment processors, such as **Stripe** and, where enabled, **PayPal**) collects and processes information — including your payment details — under **its own privacy policy and terms**, and is a separate controller for the information it collects on its platform. We receive certain information **from** Whop about your account and purchases (described below), but **we do not receive or store your full payment-card number**. Please review Whop's privacy policy at whop.com for how Whop handles your information.

2. Information we collect

Depending on how you use the Services, we may collect:

- **Account and contact information** — your name and email address, and your Whop username or account identifiers.
- **Discord information** — if you join our community, your Discord username and user ID, and your membership/role status.

- **Purchase and subscription information** — order confirmations, the plan or product purchased, subscription and renewal status, and transaction history we receive from Whop. **We do not receive or store full payment-card numbers.**
- **Course and usage information** — your progress, lesson completion, attendance at live sessions, downloads, and similar activity and analytics.
- **Communications** — messages you send us (for example, by email) and our responses, and content you post in our community.
- **Form submissions** — information you provide through our Tally forms (for example, email sign-ups or applications).
- **Marketing and engagement information** — how you interact with our emails, content, and ads, and related identifiers.
- **Cookies and similar technologies** — see Section 6.
- **Eligibility information** — confirmation that you meet our minimum-age and consent requirements.

3. How we collect it

We collect this information **directly from you** (when you sign up, purchase, fill out a form, or contact us), **from Whop** (when you create an account or buy through our storefront), **from Discord** (when you connect your account), and **automatically** through cookies and analytics technologies when you interact with our content, emails, and ads.

4. How we use it

We use personal information to:

- provide, deliver, and maintain the Services, your account, and community access;
- process and confirm purchases, subscriptions, renewals, and cancellations through Whop;
- respond to your questions and provide support;
- understand and improve our products, content, and the Services through analytics;
- send you transactional and account messages (such as receipts, access details, and renewal or billing reminders);
- send marketing communications you may opt out of at any time;
- detect, prevent, and address fraud, abuse, and security issues; and
- comply with our legal, tax, and accounting obligations and enforce our terms.

5. How we share it (service providers and partners)

We share personal information only as needed to run the Services, including with:

- **Whop** — our storefront, checkout, payment processing, and course hosting;

- **Payment processors engaged by Whop** — which process payments and hold payment-card data under Whop's and their own policies; the specific processors are determined and may be changed by Whop;
- **Discord** — for our community;
- **Tally** — for our sign-up and lead-capture forms;
- **Email and productivity providers** — including **Google / Gmail**, which we use to communicate with you;
- **Analytics and advertising partners** — which may include providers such as **Google, Meta, TikTok, and YouTube**, where we use their analytics or advertising tools.

We may also share information when required by law or legal process, to protect our rights, safety, or property or those of others, or in connection with a merger, acquisition, financing, or sale of assets.

We do not sell your personal information for money. Some sharing of online identifiers with advertising or analytics partners through cookies or pixels may be considered "sharing" or "targeted advertising" under certain state privacy laws; see Sections 6 and 10 for your choices.

6. Cookies and tracking technologies

We and our partners may use cookies, pixels, and similar technologies that are:

- **Essential** — needed to operate the Services and keep you signed in;
- **Analytics** — to understand how the Services and our content are used; and
- **Advertising** — to measure and deliver marketing, including on third-party platforms.

You can control cookies through your browser settings, and you can use the opt-out and ad-preference tools offered by the relevant platforms. Where required by law (for example, in the EU and UK), we will seek your consent for non-essential cookies through a consent banner. For U.S. state opt-out rights regarding targeted advertising and "sharing" — including any opt-out of "sharing"/targeted advertising available to you — see Section 10. If and when we share personal information for targeted advertising, we will treat a Global Privacy Control (GPC) browser signal as a valid request to opt out of that "sharing" for the browser or device that sends it.

7. Data retention

We keep personal information only **as long as reasonably necessary** for the purposes described in this Policy — including providing the Services, meeting legal, tax, accounting, and recordkeeping obligations, resolving disputes, and enforcing our agreements — after which we delete or anonymize it. By way of general guidance: we keep account, contact, and course-progress data for the life of your account and a limited period afterward; we keep tax, billing,

and transaction records for as long as applicable tax and recordkeeping law requires (generally up to seven years); and we keep marketing-engagement data until you opt out or after a period of inactivity. Billing and transaction records are also retained by **Whop and its payment processors** under their own policies.

8. Data security and breach notification

We use reasonable administrative, technical, and physical safeguards designed to protect personal information. As a practical matter, the information we hold is generally limited to names, email addresses, and platform identifiers; **we do not collect Social Security numbers, government-issued IDs, full payment-card numbers, or biometric data.**

No method of transmission or storage is completely secure, and we cannot guarantee absolute security; you provide personal information at your own risk. In the event of a data breach involving personal information we control, **we will notify affected individuals and any required regulators in accordance with the data-breach-notification laws that apply to them — generally the law of each affected person's state or country of residence (for example, the New Mexico Data Breach Notification Act for New Mexico residents) — and with other applicable law.**

9. Children's privacy

The Services are intended for users **16 and older** and are **not directed to children under 13**. We do not knowingly collect personal information from anyone under 13. If you are **under 18**, you may use the Services only with the consent and involvement of a parent or legal guardian — who must agree to our terms, provide and authorize the payment method, and be responsible for charges (see our Terms of Service).

If we learn that we have collected personal information from a user under 16 — including any child under 13 — or from a user aged 16–17 without the required guardian consent, we will delete it and terminate the account. We do not knowingly sell or "share" the personal information of anyone we know to be under 16. A parent or guardian may contact us at snowoardev@gmail.com to review or request deletion of a minor's information.

10. Your privacy rights (United States)

Depending on where you live, and **to the extent required by applicable law**, you may have the right to:

- **access** or obtain a copy of the personal information we hold about you;
- **correct** inaccurate personal information;
- **delete** your personal information;
- **port** your information to another service;

- **opt out** of the sale of personal information or of "sharing"/targeted advertising; and
- **not be discriminated against** for exercising these rights.

To make a request, email snowoardev@gmail.com. We may need to verify your identity before responding, and we aim to respond within 45 days. Where applicable law provides an appeal process (for example, in Virginia, Colorado, and Connecticut), you may appeal a decision by replying to our response. Please note that New Mexico does not currently have a general consumer-privacy statute granting these rights; we extend these choices as a matter of practice and as required in other states. We do not sell your personal information for money; to opt out of any "sharing" of your information for targeted advertising, email us at snowoardev@gmail.com; and if and when we share personal information for targeted advertising, we will treat a Global Privacy Control (GPC) browser signal as a valid opt-out of that "sharing" for the browser or device that sends it.

11. EU/UK and international users (GDPR / UK GDPR)

To the extent the GDPR or UK GDPR applies to our processing, and where applicable: if you are in the European Economic Area or the United Kingdom, we process your personal information on these legal bases: **performance of a contract** (to deliver the Services you buy), **legitimate interests** (to operate, secure, and improve the Services and for analytics), **consent** (for marketing and non-essential cookies, which you may withdraw at any time), and **legal obligation** (to meet our legal duties).

You have the rights to access, correct, delete, restrict, and object to processing, to data portability, to withdraw consent, and to lodge a complaint with your local data-protection supervisory authority (in the EEA, the national authority listed by the European Data Protection Board at edpb.europa.eu; in the UK, the Information Commissioner's Office at ico.org.uk). The GDPR sets a default digital-consent age of 16 but lets member states lower it to as low as 13; our 16+ requirement sits at or above every national age, and the guardian condition we apply to under-18s is our own requirement, not one the GDPR imposes. Our processing of EEA/UK personal information is occasional and limited to basic contact and account identifiers (no special-category data), which we believe falls within the Article 27(2) exemption from the requirement to appoint an EU/UK representative; if our processing of EEA/UK data subjects' information ceases to be occasional, we will designate Article 27 representatives and publish their contact details here.

12. International data transfers

We are based in the **United States**, and our service providers may process information in the United States and other countries. Where we transfer personal information from the EEA or UK, we rely on appropriate safeguards, such as the European Commission's Standard Contractual Clauses and the UK Addendum, where applicable.

13. Marketing emails and opt-out

If you receive marketing emails from us, you may **unsubscribe at any time** using the link in the email or by contacting snowoardev@gmail.com, and we will honor your request promptly, consistent with the CAN-SPAM Act. Marketing consent is separate from creating an account.

Transactional and account messages (such as receipts, access details, security notices, and renewal or billing reminders) are not marketing and may still be sent while you have an account or active membership.

14. Changes to this Policy

We may update this Privacy Policy from time to time. We will post the updated version with a new "Last updated" date and, where required by law, provide additional notice. Your continued use of the Services after an update means you accept the updated Policy.

15. Contact

SNOWOAR LLC

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