

Viral Coach Privacy Policy

Last Updated: April 29, 2026

This Privacy Policy (the "Policy") explains how Viral Coach, LLC ("Viral Coach," "we," "us," or "our") collects, uses, discloses, and safeguards personal information in connection with our websites (including www.viralcoach.com), programs, the Skool community, virtual meetings, AI-assisted features, and other related services (collectively, the "Services"). This Policy is designed to meet the standards required by applicable privacy laws, including the General Data Protection Regulation (GDPR), the United Kingdom GDPR, the California Consumer Privacy Act and California Privacy Rights Act (CCPA/CPRA), Canada's PIPEDA, Australia's Privacy Act, and other global privacy regimes. By using the Services, you acknowledge this Policy and agree to our [Website Terms of Use](#).

1. Scope and Applicability

This Policy applies to all personal data processed by Viral Coach through our websites, Services, programs, Skool groups, AI-assisted features, and related activities, regardless of your country of residence.

Enrolled Clients. If you are an enrolled client, your Service Agreement and any applicable addenda may impose additional terms regarding your information, including confidentiality obligations. Those terms supplement, but do not replace, the protections described in this Policy.

2. Information We Collect

The categories of personal data we may collect depend on your interaction with us and your jurisdiction:

- **Contact Information.** Name, email address, mailing address, phone number, business name, and business location.
- **Account and Usage Data.** Username, IP address, browser and device details, geolocation, account login history, referral data, cookies, and platform analytics.
- **Payment and Transaction Data.** Payment information is processed securely by third-party payment processors (for example, Stripe and PayPal). We do not store full payment card information ourselves.
- **Recordings.** Audio or video recordings of strategy calls, onboarding sessions, monthly progress reviews, virtual consultations, webinars, group meetings, and other interactions, captured with prior notice and only when reasonably required for service delivery, quality, training, or compliance.

- **AI Inputs and Outputs.** Prompts, content, and other inputs you submit to AI-assisted features, and the outputs generated in response.
- **Other Voluntary Data.** Any other information you submit voluntarily (for example, testimonials, emails, forms, or support tickets).

Children. Our Services are not directed to individuals under 18, and we do not knowingly collect personal information from minors. See Section 10 for additional details.

3. How We Use Your Personal Data

We process personal data only where we have a lawful basis to do so. Purposes include:

- **Contractual Necessity.** To deliver Services, process transactions, provide customer support, and verify your identity.
- **Consent.** For marketing communications, recordings, use of non-essential cookies, and certain international data transfers where required (for example, EEA/UK).
- **Legal Obligation.** To comply with regulatory requirements and to respond to lawful enforcement requests.
- **Legitimate Interests.** To improve our products, protect our users, secure our systems, run analytics, and develop new offerings.

Primary uses include processing payments, managing subscriptions, delivering purchased Services, responding to communications, and delivering personalized marketing in accordance with your preferences. We may record consultation calls and other sessions with prior notice and only for legitimate business purposes.

AI-Assisted Features

When you use AI-assisted features, your inputs and the resulting outputs may be processed by Viral Coach and by third-party AI service providers acting on our behalf. These providers are bound by contractual confidentiality and data-processing limitations.

[Drafting note: Confirm AI input handling. Suggested wording once verified: "Viral Coach does not use your inputs to train any publicly available AI model. We may use de-identified or aggregated information derived from inputs and outputs to monitor, evaluate, and improve our Services. Where third-party AI providers process your data, we contractually require them to limit use of inputs to providing the service to us."]

Automated Decision-Making. Viral Coach does not use your personal data to make decisions that produce legal or similarly significant effects without human involvement. Where AI features are used to support human decisions (for example, to suggest content), a Viral Coach team member remains responsible for any outcome that affects you.

4. Cookies and Tracking Technologies

We use cookies, pixels, and similar technologies for analytics, marketing, personalization, and site functionality. The categories we may use include:

- Strictly necessary cookies that enable core site functionality such as login and secure checkout.
- Analytics cookies that help us understand how visitors use the Website.
- Marketing and advertising cookies that support measurement of campaign performance and personalization.
- Functional cookies that remember your preferences.

Where legally required (for example, in the EEA and UK), we will obtain consent for non-essential cookies. You may adjust cookie settings in your browser at any time. Disabling certain cookies may affect site functionality.

[Drafting note: Confirm cookie banner status. If a preference manager exists, add a sentence pointing visitors to it (for example: "You can manage your cookie preferences at any time through our cookie preference center accessible from the Website footer."). If no banner is currently in place, this is an open GDPR/ePrivacy compliance item that should be addressed alongside this Policy revision.]

5. Data Sharing and International Transfers

We may share your personal data with the following categories of recipients:

- Service Providers. Vendors performing services for us, including hosting and infrastructure providers, IT and security providers, analytics providers, marketing and email service providers, communication and community platforms (for example, Skool), customer support tools, AI service providers, and payment processors. These vendors operate under contractual confidentiality and data-processing limitations.
- Government and Legal. Governmental agencies, regulators, courts, or other parties when legally required, in response to valid legal process, or to establish, exercise, or defend legal rights.
- Corporate Transactions. Counterparties in connection with a merger, acquisition, financing, reorganization, or sale of all or part of our business or assets, subject to continuing compliance with this Policy.
- With Your Direction. Other parties when you direct us to share or make information public.

Sale or Sharing. We do not sell personal information for monetary consideration. We do not "share" personal information for cross-context behavioral advertising as defined under the CCPA/CPRA.

International Transfers. If you reside outside the United States, your personal data may be transferred to and processed in the United States or other jurisdictions with different

data-protection standards. Where required, transfers from the EEA, UK, or Switzerland rely on Standard Contractual Clauses, the UK International Data Transfer Addendum, or other appropriate safeguards.

6. Your Privacy Rights

6.1 EEA, UK, and Swiss Residents (GDPR / UK GDPR)

Subject to the conditions and exceptions of applicable law, you have the right to:

- Access, correct, or delete your personal data;
- Restrict or object to certain processing;
- Withdraw consent where processing is based on consent, without affecting the lawfulness of prior processing;
- Receive your personal data in a structured, commonly used, machine-readable format and request transmission to another controller (data portability);
- Not be subject to a decision based solely on automated processing that produces legal or similarly significant effects; and
- Lodge a complaint with your data protection supervisory authority.

To exercise these rights, please email support@viralcoach.com. We may take reasonable steps to verify your identity before responding.

6.2 California Residents (CCPA / CPRA)

Subject to the conditions and exceptions of applicable law, California residents have the right to:

- Know the categories and specific pieces of personal information we collect, the sources, the purposes for collection, and the categories of recipients;
- Request correction of inaccurate personal information;
- Request deletion of personal information, subject to applicable exceptions;
- Opt out of the sale or sharing of personal information (we do not sell or share personal information as those terms are defined under the CCPA/CPRA);
- Limit the use and disclosure of sensitive personal information to the purposes permitted by law; and
- Not face discrimination for exercising any right under the CCPA/CPRA.

California residents may submit up to two free requests for the specific pieces of personal information we have collected in any twelve-month period. To exercise CCPA/CPRA rights, email support@viralcoach.com. Identity verification may be required. You may also designate an authorized agent to submit a request on your behalf, in which case we may require proof of authorization and verification of your own identity.

6.3 Canada (PIPEDA and Provincial Laws)

Canadian residents have rights to access and request correction of their personal information, subject to applicable exceptions. Residents of Quebec have additional rights under Quebec's Act respecting the protection of personal information in the private sector (Law 25), including rights of access, correction, portability (where technically feasible), de-indexing, and the right to be informed about the use of automated decision-making. Our designated person responsible for the protection of personal information is identified in Section 12.

[Drafting note: Confirm Quebec exposure. If Viral Coach has Quebec clients or actively markets to Quebec residents, the paragraph above is appropriate. If not, you may simplify by removing the Law 25 detail. Because online marketing is difficult to geo-restrict, the conservative approach is to retain the paragraph.]

6.4 Other Jurisdictions

Residents of Australia, Brazil, and other jurisdictions may have similar rights of access, correction, portability, complaint, and deletion under their local laws. To exercise any such right, please contact us at support@viralcoach.com.

7. Your Choices

Marketing Communications. You may opt out of marketing emails by clicking "unsubscribe" in any marketing message or by contacting support@viralcoach.com. Transactional and service-related communications will continue regardless of marketing preferences.

Cookies. You may adjust browser and platform cookie settings at any time. Where we provide a cookie preference center, you may change your preferences there.

Recordings. You may withhold or withdraw consent for call or meeting recordings by informing us before or at the start of the session. Where recording is reasonably required for service delivery, withholding consent may limit the Services available to you.

8. Data Retention

We retain personal data only for as long as necessary to fulfill the purposes for which it was collected, including any legal, accounting, audit, tax, or reporting requirements, and to resolve disputes or enforce our agreements. The criteria we use to determine retention periods include:

- The duration of our relationship with you and the active provision of Services;
- Whether there is a legal, regulatory, or contractual obligation requiring retention (for example, tax and audit obligations);

- Whether retention is advisable in light of our legal position (for example, while statutes of limitation, contract limitation periods, or pending or threatened claims remain open); and
- Industry guidelines and the sensitivity of the information.

Recordings are retained for as long as needed for quality control, training, compliance, or legal record-keeping, and are then deleted or anonymized.

9. Data Security

We employ technical and organizational safeguards (including encryption in transit, access controls, secure hosting, employee privacy training, and incident-response plans) to protect personal information. However, no method of digital transmission or storage is completely secure, and use of our Services is at your own risk.

10. Children's Privacy

Our Services are not directed to individuals under the age of 18, and we do not knowingly collect personal information from minors. If we discover that we have collected personal information from a minor, we will promptly delete it and terminate any associated account.

11. Changes To This Policy

We may update this Policy from time to time. We will post the updated Policy with a revised "Last Updated" date. If changes materially affect your rights, we will provide notice by email or platform alert. Continued use of our Services after the changes become effective is deemed acceptance.

12. Contact Us

Questions, requests, or complaints about this Policy or your personal data may be directed to our Privacy Officer:

Email: support@viralcoach.com

Mail: Viral Coach, LLC, PO Box 3626, Palmer, Alaska 99645, USA

EEA and UK Representative. If you are in the EEA or UK and require our representative's contact details for GDPR or UK GDPR matters, please email us at the address above.

[Drafting note: Open compliance item: GDPR Article 27 and UK GDPR Article 27 require an Article 27 representative to be designated and their contact details made publicly available where (a) the controller is not established in the EU/UK and (b) processing relates to offering goods or services to, or monitoring

the behavior of, EU/UK residents. Because Viral Coach serves EU/UK residents and does not currently have a designated representative, this is an open compliance gap. Recommended action: appoint an Article 27 representative (multiple commercial providers offer this service for a low annual fee) and replace the paragraph above with the representative's name and contact details.]

For additional terms related to liability, dispute resolution, and your use of our Website, see our [Website Terms of Use](#).

13. Testimonials Disclaimer

All testimonials displayed by Viral Coach are genuine but do not represent typical results. Success depends on many factors unique to each individual, including commitment and effort. Viral Coach makes no guarantee of financial gain from using its Services. Testimonials are intended to demonstrate what the most dedicated users have achieved.