

Privacy and Terms of Service

Our Privacy Policy was developed as an extension of our commitment to combine the highest-quality products and services with the highest level of integrity. It is designed to assist you in understanding how we collect, use and safeguard the personal information you provide and to help you in making informed decisions when using our site, products and services. This Privacy Policy will be continually assessed against new technologies, business practices and our customers' needs.

Access to and use of this web site is available only to United States residents who can form legally binding contracts under applicable law. If you do not qualify, you may not use the web site. In compliance with the Children's Online Privacy Protection Act of 1998, no one under 13 years of age can use the web site. If you are a minor between the ages of 13 and 18, you may use the site only in conjunction with your parent, legal guardian or other responsible adult.

As described below, some of your personally identifiable information will be used by us for the purpose of contacting you regarding the information that you have requested. By using the web site, you expressly consent to our use of your personal and aggregate information and also to the disclosure to and use of this information in our efforts contact you and for continued marketing effort by our school and agents charged with communicating with our customers and potential customers. You acknowledge that communications to, from and through this web site are not confidential. You agree that by submitting communications through this web site, no confidential, fiduciary, contractually implied or other relationship is created between you and this web site other than pursuant to this Privacy Policy.

What information do we collect?

We collect personally identifiable information you voluntarily choose to disclose and aggregate information that is automatically collected when you visit the web site or use our services.

Personally identifiable information refers to information that tells us* specifically who you are and is collected when you choose to request information from our school. This information can include your name, address, phone number, current email address, programs of interest and other information you choose to provide. If you choose to correspond with us through email, we may retain your email address and messages together with our responses.

Aggregate information refers to information that is automatically provided by your computers, phones, tablets, or other devices where you install or access our web site or services and does not reference a specific individual. We collect aggregate information so we can improve our services to you and other consumers. Aggregate information, includes but is not limited to:

- referral data (the web sites you visited just before and just after the web site)
- date and time of your visits
- pages viewed and time spent at the web site
- browser and platform type (e.g., a Netscape browser on a Macintosh platform)
- Internet Protocol (IP) address. An IP address is a number that is automatically assigned to your computer on the Internet.
- geolocation information, including specific geolocation information (GPS) about your actual location and general information such as your street name, city or zip code in which your device is located.

How do we use the personal information that you provide to us?

Broadly speaking, your personal information is used to contact you regarding educational opportunities and products offered by our school. We may store your information for the purpose of communicating with you about the programs and services offered by our school and send you updates if and when they become available. We also use personal information for purposes of administering our business activities, providing customer service, and making other products and services available to our customers and prospective customers. Occasionally, we may also use the information we collect to notify you about important changes to the web site, new services and special offers we think you will find valuable.

We may also collect, store, and process aggregate information, including geolocation information, whether our services are actively being used or not. We may use various technologies to collect and track your location, including GPS, IP address, and other sensors that may provide us with your geolocation information. If we do collect, store, or process your geolocation information, we may use that data to improve or tailor our services for you and others.

Sharing information with third parties

We may share your personal or aggregate information with third party service providers for the sole purpose of communicating with you regarding the educational programs and services offered by our company. We cannot and do not make any representations about the practices and policies of these companies, and they are not subject to our Privacy Policy.

How do we protect your information?

We utilize encryption/security software to safeguard the confidentiality of personal information we collect. This software provides a limited degree of protection against unauthorized access or disclosure, as well as accidental loss, alteration or destruction.

Do we comply with legally compelled disclosure of information?

We may release any private information about you that we possess when we believe release is appropriate to comply with the law; to enforce or apply our Privacy Policy and/or other agreements; or to protect the rights, property or safety of us, the site users or others.

What about other sites linked to this one?

Our website may contain links to other websites not owned or controlled by us. We do not have any control over third-party web sites. These web sites may place their own cookies on your device and may collect your personal or aggregate information. We are not responsible for the privacy practices employed by these other web sites, nor the information or content contained therein. Please read over the rules and policies of those sites before proceeding.

Arbitration Agreement

Any and all claims arising from or relating to the use of this web site and/or any good or service offered or provided by us to you shall be subject to binding arbitration administered by the American arbitration association under its commercial arbitration rules. If this chosen forum or method of arbitration is unavailable, or for any reason cannot be followed, or by further agreement of the parties, a court having jurisdiction hereunder may appoint a panel of arbitrators pursuant to section 682.04, F.S. it is the intent of the parties to this agreement that in addition to any contract dispute this clause also includes any future tort claims for personal injury arising under the theory of common law negligence or any other theory.

The initial expenses of the arbitration (excluding attorney's fees), including any arbitrator(s) fees shall be borne equally by the parties. The arbitrator may, in the award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator in favor of the prevailing party. The arbitrator shall, in the award, grant reasonable attorney's fees to the prevailing party. Venue for any proceeding relating to the arbitration of claims in accordance with this clause shall be in the county wherein the institution is located. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

It is the intent of the parties to specifically waive any right to have such controversy or claim resolved by judicial proceedings, including any right to trial by jury. In doing so, the parties understand that they are specifically waiving their rights to access the courts and to a jury trial.

*"Us" is defined as Way Beyond Education, LLC and Beauty Careers Institute, Inc., its parent NT Holdings, LLC, and all related or affiliated companies, including those which operate under the names Hollywood Institute of Beauty Careers, and Hollywood Institute, as well as directors, officers, agents, and employees of its parent NT Holdings, LLC, and all related or affiliated companies.