

Spellboundcoaching Privacy Policy Analysis

Source: <https://www.spellboundcoaching.com/pages/policies>

Analyzed: December 29, 2025 at 11:24 PM

Privacy Scorecard

Overall Grade: F

Privacy Score: 55/100

Third-Party Sharing (20%):	4/10	The policy allows broad sharing with third-party
User Rights & Control (18%):	6/10	Basic rights to access and delete are mentioned for
Data Collection (18%):	5/10	Collection includes standard contact info but also
Data Retention (14%):	5/10	Retention is defined by vague 'business need' or until
Purpose Clarity (12%):	7/10	Primary purposes for order fulfillment and marketing
Security Measures (10%):	6/10	Mentions SSL and secure networks, but relies on
Policy Transparency (8%):	7/10	The policy is well-structured with clear headings and a

Key Concerns:

- Extensive use of third-party behavioral tracking and pixels for social media advertising.
- Data retention periods are subjective and based on the company's internal cost-value analysis.
- The policy includes a forced arbitration clause and jury trial waiver within the Terms of Service.

Positive Aspects:

- Explicitly addresses GDPR rights for EU residents and COPPA compliance for children.
- Clear breach notification commitment to inform users within 14 business days.

Policy Summary

Privacy Analysis Report: Spellbound Coaching LLC

Executive Summary

This report analyzes the combined Terms & Conditions, Privacy Policy, and Shop Policies for Spellbound Coaching LLC. The policy covers a range of services including somatic intimacy coaching, disability coaching, and the sale of physical goods. The company adopts a standard commercial privacy stance, collecting typical identifying and financial information necessary for e-commerce and marketing, while utilizing third-party tracking for advertising.

Overall, the policy is moderately privacy-friendly but legally aggressive. While it clearly outlines data usage and provides GDPR rights to EU users, the document is heavily weighted toward protecting the company through strict liability waivers, mandatory arbitration, and waivers of jury trials. Users should be aware that while their data isn't "sold" in the traditional sense, it is shared extensively with social media and advertising platforms for targeted marketing.

Readability Assessment

Language: The document uses a mix of plain English and standard legal "boilerplate." While the privacy section is relatively clear, the Terms and Shop sections contain dense legal jargon regarding liability and jurisdiction.

Structure: The document is long but well-organized with numbered headers. However, privacy information is spread across three different sections (Terms, Privacy Policy, and Shop Policies), requiring the user to read

the entire document to get a full picture.

Accessibility: Key points like the "Arbitration Clause" and "Refund Policy" are highlighted in all-caps, making them easier to find.

Verdict: Moderately clear. A motivated layperson can understand the gist, but the legal implications of the arbitration and indemnification clauses may require closer scrutiny.

Data Collection Sensitivity

Directly Provided: Name, email address, mailing address, and payment/credit card information.

Automatically Gathered: IP address, geographic location, device type, browser software, and on-site behavior (via Google Analytics and cookies).

Sensitive Data: Financial data (processed via third parties like Shopify/PayPal) and potentially sensitive "coaching" information if provided via contact forms or during sessions.

Collection Limit: Collection appears limited to what is necessary for business operations and marketing.

Sensitivity Assessment: Moderate. While they don't collect biometric data, the nature of "intimacy coaching" suggests that users might inadvertently share highly personal information in "comments" or "submissions," which the company then claims a license to use.

Data Sharing & Third Parties

Recipients: Service providers (Shopify, email marketing), social media platforms (Facebook, Instagram, Pinterest), and Data Collection Companies (Google Analytics).

Conditions: Data is shared to fulfill orders, perform analytics, and run targeted "remarketing" ads.

Data Selling: The policy states they do not sell personal information to third parties for their independent marketing.

Opt-in/Opt-out: Tracking is generally active by default, though a cookie consent banner is mentioned. EU users must affirmatively consent to join the email list.

International Transfers: Not explicitly detailed, but implied via the use of US-based service providers and Maryland-based jurisdiction.

Sharing Assessment: Broad sharing. Information is widely shared with the "big tech" advertising ecosystem (Meta, Google) to track and categorize user interests.

Complexity of User Controls

Opt-out: Users can opt-out of Google Ads via Google's settings and unsubscribe from emails via a link.

Cookie rejection is possible through browser settings or a site banner.

Data Deletion: There is no "delete button" in a user dashboard. Users must email the owner () to request corrections or deletions.

Dark Patterns: None identified; however, the policy notes that disabling cookies may break site functionality.

Complexity Assessment: Moderate effort required. Most privacy actions require manual communication with the company rather than automated settings.

Data Retention & Storage

Duration: Personal information is kept until the user requests deletion or the company determines the "cost of retaining it outweighs the value."

Account Closure: Not explicitly defined, but the policy suggests retention continues for marketing purposes unless a user unsubscribes or requests removal.

Data Export: GDPR users are explicitly granted access rights; rights for non-EU users are less clearly defined.

Retention Assessment: Extended retention. The criteria for "value" are subjective and favor the company.

User Rights

GDPR Rights (EU Users): Includes the right to access, rectify, erase, and withdraw consent.

CalOPPA Rights (California): Includes the right to visit the site anonymously and be notified of policy

changes.

General Rights: All users can request updates to incorrect information via email.

How to Exercise: Contact Lise Swanson at .

Security Measures

Methods: SSL certificates for data transmission; use of secured networks; access restricted to a "limited number of persons."

Financial Security: Transactions are handled through gateway providers (PayPal, Apple Pay, etc.) and are not stored on the company's servers.

Breach Notification: The company pledges to notify users via email within 14 business days of a known breach.

Children's Privacy

Age Limit: The site is strictly for individuals 18 years or older.

COPPA Compliance: They state they do not market to children under 13. If a parent discovers a child has provided data, the company will remove it upon request.

Policy Changes

Notification: Changes are posted directly to the policy page.

Effective Date: Indicated by the "Updated on" date at the bottom of the document (currently listed as 08/25/2025 and 10/25/2025).

Key Concerns & Red Flags

User License to Company: Paragraph 10 of the Terms states that by commenting or submitting documents, you grant the company a license to use that content "in any way we see fit." This is concerning given the personal nature of coaching.

Mandatory Arbitration: Users waive their right to a jury trial and must resolve disputes through binding arbitration in Maryland.

Limited Damages: In a dispute, the "only award" a user can receive is a refund of the product price. You cannot sue for consequential or punitive damages.

Chargeback Retaliation: The company threatens to report chargebacks to credit bureaus, which could negatively impact a user's credit score.

Physical Environment Disclosure: Shop policies note products are made in environments with "dogs, cats, and smoke," which is a health/privacy disclosure for those with allergies.

Positive Aspects

No Data Selling: Explicitly states they do not sell info to third parties for their own marketing.

Financial Privacy: Credit card data is never stored on their servers.

Clear Contact Info: Provides a direct email and physical business address for the owner.

Standard Breach Notification: A 14-day notification window is a solid commitment for a small business.

Recommendations for Users

Be Cautious with Comments: Avoid sharing sensitive personal or medical history in public comments or contact forms, as the company claims broad rights to use your "submissions."

Use Privacy Tools: Use a browser with tracking protection (like Brave or Firefox) or "Opt-Out" browser add-ons to limit the data shared with Google and Meta.

Check Third-Party Policies: Since payment is handled by Shopify, PayPal, or Amazon, review their* privacy policies, as Spellbound Coaching is not responsible for their data handling.

Confirm Deletion: If you stop using the service, send an explicit email to requesting the deletion of your personal data to ensure it isn't retained indefinitely for "marketing value."

Privacy Risks (6)

Mandatory Binding Arbitration and Waiver of Jury Trial [Higher Risk]

Users waive their right to sue in court or participate in a jury trial. Any disputes must be settled through binding arbitration in a specific location (Maryland), which may be costly or inconvenient for the user.

Severe Limitation of Damages [Higher Risk]

The company limits its total liability to only the amount paid for the product or service. Users are prohibited from seeking consequential, punitive, or special damages, even in cases of negligence.

Reporting of Payment Disputes to Credit Agencies [Higher Risk]

The company explicitly states they will report chargeback attempts to major credit reporting agencies, which can negatively impact a user's credit score.

Exposure to Unregulated Health Advice [Higher Risk]

The company provides intimacy and disability coaching but explicitly states they are not licensed medical professionals or therapists. There is a risk of following health-related advice that has not been medically vetted.

Broad License to User Content [Medium Risk]

By commenting or submitting documents, users grant the company a license to use that information in any way the company sees fit for business purposes.

Third-Party Behavioral Tracking and Data Sharing [Medium Risk]

The site uses cookies and pixels (Facebook, Google, etc.) to track user behavior across the web for targeted advertising. It also shares personal information with social media platforms if you interact with their features on the site.

Key Terms Glossary (10)

Arbitration Clause

A requirement that any legal disputes be settled by a neutral third-party (an arbitrator) instead of a judge or jury in a courtroom.

Personal Information

Any data that can identify a specific person, such as a name, home address, email, or phone number.

Limited Licensee

A user who is granted temporary, restricted permission to view or use the website's content for personal use without owning it.

Indemnification

An agreement where the user promises to pay for any losses, damages, or legal costs the company faces because of the user's actions or breach of rules.

Cookies

Small files saved on your computer that track how you use a website so the site can remember your preferences and settings.

SSL certificate

Digital security technology that encrypts data sent between a user and a website to keep information like credit card numbers private.

Pixels

Tiny pieces of code used to track visitors on a website to show them relevant advertisements later on social

media platforms.

Severability

A legal rule stating that if one part of the agreement is found to be invalid or illegal, the rest of the agreement remains in effect.

Governing Law

The specific state or country's laws (in this case, Maryland) that will be used to decide any legal issues related to the agreement.

Intellectual Property

Original creations like writing, designs, graphics, and logos that are legally owned by the creator or company.