

Privacy Policy & Terms of Service

NextAct by Kim Fulcher | kimfulcher.com

Last Updated: September 30, 2026

1. Introduction

This Privacy Policy and Terms of Service ("Agreement") governs your access to and use of kimfulcher.com and the NextAct membership platform (together, the "Site" and "Services"), operated by Kim Fulcher Media ("NextAct," "Kim Fulcher," "we," "us," or "our"). By visiting the Site, creating an account, joining NextAct, or otherwise using our Services, you agree to the terms below. If you do not agree, please do not use the Site or Services.

2. Who We Are

NextAct is a membership community and personal development platform created by Kim Fulcher, focused on helping women navigate midlife transitions through frameworks, coaching content, and community support. Our business address is Washington, United States, and you can reach us at hello@kimfulcher.com.

3. The NextAct Membership

3.1 Description of Services

NextAct provides access to educational content, frameworks, coaching-style guidance, community discussion, and related resources through a paid membership. Content is educational and developmental in nature.

3.2 Not Medical, Legal, or Financial Advice

Nothing on the Site or within NextAct constitutes medical, psychological, legal, or financial advice. Kim Fulcher is not a licensed therapist, physician, or financial advisor unless separately stated. Always consult a qualified professional for concerns in those areas. Individual results from participating in NextAct will vary and are not guaranteed.

3.3 Billing, Renewal, and Cancellation

Membership fees are billed on the schedule presented at checkout (e.g., monthly or annually) and will automatically renew until cancelled. You may cancel at any time through your account settings or by contacting hello@kimfulcher.com; cancellation takes effect at the end of the current billing period unless otherwise required by law. Except where required by law or separately stated in a refund policy, fees already paid are non-refundable.

3.4 Changes to the Program

We may modify, add to, or discontinue portions of the NextAct program or Site content at any time, and will make reasonable efforts to notify active members of material changes.

4. Information We Collect

4.1 Information You Provide Directly

- Contact details such as name and email address, provided when you subscribe, request an invitation, or join NextAct.
- Account information, such as a username and password, when you create a membership account.
- Payment information, processed securely by our third-party payment processor; we do not store full credit card numbers on our own servers.
- Any content you voluntarily share, such as community posts, comments, or messages within NextAct.

4.2 Information Collected Automatically

- Usage data such as pages visited, links clicked, and time spent on the Site.
- Device and browser information, including IP address, browser type, and operating system.
- Cookies and similar tracking technologies (see Section 6).

4.3 Information from Third-Party Services

We use third-party platforms to operate our business, which may independently collect or process your information as part of providing their services to us, including our email marketing platform (Kit), our membership/community platform, and our payment processor. Each of these providers has its own privacy policy governing their use of your data.

5. How We Use Your Information

- To provide, maintain, and improve the Site and NextAct membership.
- To process payments and manage your membership account.
- To send you requested information, updates, and marketing communications (with the ability to opt out at any time).
- To respond to inquiries and provide customer support.
- To understand how visitors use the Site so we can improve content and user experience.
- To detect, prevent, and address fraud, security, or technical issues.

6. Cookies and Tracking Technologies

We use cookies and similar technologies to operate the Site, remember your preferences, and understand how the Site is used, including for analytics. You can control cookies through your browser settings; disabling cookies may affect how portions of the Site function.

7. How We Share Information

We do not sell your personal information. We may share information with:

- Service providers who perform functions on our behalf (payment processing, email delivery, hosting, analytics), bound by confidentiality obligations.
- Legal or regulatory authorities when required by law, subpoena, or to protect our rights, users, or the public.
- A successor entity in the event of a merger, acquisition, or sale of business assets, subject to this Agreement continuing to apply to your information.

8. Email Communications

By subscribing or joining NextAct, you consent to receive emails from us regarding your account, membership, and (where you have opted in) marketing content. You may unsubscribe from marketing emails at any time using the link in each email; you will still receive essential account and billing communications related to an active membership.

9. Data Security

We use reasonable administrative, technical, and physical safeguards designed to protect your information. However, no method of transmission or storage over the internet is completely secure, and we cannot guarantee absolute security.

10. Children's Privacy

The Site and NextAct are intended for adults and are not directed to individuals under the age of 18. We do not knowingly collect personal information from anyone under 18. If you believe a minor has provided us with personal information, please contact us at hello@kimfulcher.com so we can remove it.

11. User Conduct

When using the Site or participating in NextAct (including any community space), you agree not to:

- Violate any applicable law or regulation.
- Harass, threaten, or abuse other members or staff.
- Share, copy, resell, or redistribute NextAct content outside the platform without written permission.
- Attempt to gain unauthorized access to the Site, other accounts, or our systems.
- Post content that is unlawful, defamatory, or infringes on the rights of others.

We reserve the right to remove content and suspend or terminate access for violations of this Agreement.

12. Intellectual Property

All content on the Site and within NextAct, including text, frameworks, graphics, videos, and course materials, is owned by Kim Fulcher Media or its licensors and is protected by copyright and other intellectual property laws. Your membership grants you a personal, non-transferable, non-exclusive license to access this content for your own personal use. You may not reproduce, distribute, or create derivative works from this content without our prior written consent.

13. Testimonials and Results

Testimonials and stories shared on the Site reflect individual experiences. They are not a guarantee, promise, or representation of the results you will achieve; results vary based on individual circumstances and effort.

14. Disclaimer of Warranties

The Site and Services are provided "as is" and "as available" without warranties of any kind, either express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not warrant that the Site will be uninterrupted, secure, or error-free.

15. Limitation of Liability

To the fullest extent permitted by law, Kim Fulcher Media and its owners, employees, and contractors will not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or related to your use of the Site or NextAct, even if advised of the possibility of such damages. Our total liability for any claim arising from this Agreement will not exceed the amount you paid us in the twelve (12) months preceding the claim.

16. Governing Law

This Agreement is governed by the laws of the State of Washington, without regard to its conflict of law principles, unless otherwise required by applicable law.

17. Changes to This Agreement

We may update this Privacy Policy and Terms of Service from time to time. Material changes will be reflected by an updated "Last Updated" date at the top of this page. Your continued use of the Site after changes are posted constitutes your acceptance of the updated Agreement.

18. Contact Us

If you have questions about this Privacy Policy and Terms of Service, please contact us at:

Kim Fulcher Media
Washington, United States
hello@kimfulcher.com