

Website Terms & Conditions and Privacy Policy

Terms and Conditions

Please read these Terms and Conditions carefully. **Heather's Health Habits** reserves the right to change these Terms and Conditions on the Website from time to time, and by using the Website, you agree to the Terms and Conditions as they appear whether or not you have read them. If at any time you do not agree with these Terms and Conditions, please do not use this Website.

Website Use and Consent

Whether you use this Website as a casual visitor, guest, registered user, licensee, or as a member of our programs, you agree to certain terms which are outlined below.

If you have purchased a program or subscription or otherwise entered into an agreement with us, you will also be governed by the terms of that agreement or the terms and conditions for that program, which shall prevail in the event of a conflict. Online purchases have additional terms and conditions relating to the transaction as indicated.

We try to ensure that Website availability is uninterrupted and that transmissions will be error-free. However, we cannot guarantee that your access will not be suspended or restricted from time to time, including to allow for repairs, maintenance or the introduction of new facilities or services. We, of course, try to limit the frequency and duration of any suspension or restriction. Contain technical inaccuracies or typographical errors. This information may be changed or updated without notice.

Although every effort is made to ensure the accuracy of published information on or through this Website, the Website may inadvertently be responsible for

errors or omissions on the site or in documents referenced by or linked to our Website.

This Website is intended solely for users who are eighteen (18) years of age or older. Any registration by, use of or access to the Website by anyone under age 18 is unauthorized, unlicensed and in violation of these Terms of Use. By accessing or using this Website, you represent and warrant that you are 18 years or older and that you agree to and to abide by all of our terms and conditions.

Intellectual Property Rights

The content, layout, design, data, databases, and graphics on this Website are protected by United States intellectual property laws. Content is solely owned by us unless otherwise indicated.

Our Limited License to You. This Website and all the materials available on the Website are the property of us and/or our affiliates or licensors and are protected by copyright, trademark, and other intellectual property laws. The content, layout, design, data, databases, and graphics on this Website are protected by United States intellectual property laws. The content is solely owned by us unless otherwise indicated.

If you purchase any program, services, or materials through this Website, you will be considered our Licensee and the terms and conditions specifically relating to the respective program or service purchase shall apply.

If you are a visitor to this Website and you are not making a purchase of a program, service, or materials through this Website, for the avoidance of doubt, all content obtained from or on this Website is our property, and you are granted a revocable, non-transferable license for personal, non-commercial use only, limited to you only.

When you enroll in or purchase any of our programs or services or obtain information through this Website, you expressly agree that you will not steal our content. Duplication, sharing, or uploading course files to sharing sites, or downloading or sharing information contrary to the limited license we have

provided to you herein is considered stealing and theft, and we will prosecute theft to the full extent of the law.

In addition, as a Licensee, you understand and acknowledge that the information obtained on or through this Website have been developed or obtained by us through the investment of significant time, effort, and expense, and that this information is a valuable, special and unique asset of ours which needs to be protected from improper and unauthorized use.

You may not use this site or the materials available on or through this Website in a manner that constitutes an infringement of our rights, or that has not been authorized by us.

As a visitor to this Website, you may from time to time, download and/or print copies of individual pages of the Website, including blog posts, for your personal, non-commercial use, provided that you give us full attribution and credit by name, keep intact all copyright and other proprietary notices and, if used electronically, you must include the link back to the Website page from which the information was obtained. By downloading, printing, or otherwise using Website content for personal use you in no way assume any ownership rights of that material.

You may not in any way use, copy, adapt or represent any of our material in any way as if it is yours or created by you unless specifically permitted to do through the terms and conditions relating to your respective program or service purchase or unless specifically authorized by us in advance and in writing.

Unless otherwise explicitly authorized in these Terms and Conditions or the terms and conditions relating to a specific program or service you purchased through this Website, or unless you obtain advance written permission from us, you may not modify, copy, reproduce, republish, upload, post, transmit, translate, sell, create derivative works, exploit, or distribute in any manner or medium (including by email or other electronic means) any material purchased through any of our Programs, Products or Services, or obtained on or through the Website, including through an individual or group program, e-book, private Facebook or Website forum, or class for commercial use, or for

use in any way that earns you money, and you must seek our permission before using any of our materials or content from this Website for your own business use or before sharing with others.

All rights not expressly granted in these terms or any express written license are reserved by us.

The trademarks and logos which are displayed on the Website are trademarks belonging to us. Any use including framing, meta tags or other text utilizing these trademarks, or other trademarks displayed, is strictly prohibited without our express written consent.

Your License to Us. By posting or submitting any material (including, without limitation, comments, blog entries, photos and videos) to us via the Website, you are representing: (i) that you are the owner of the material, or are making your posting or submission with the express consent of the owner of the material; and (ii) that you are 18 years of age or older. In addition, when you submit or post any material, you are granting us, and anyone authorized by us, a royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide license to use, copy, modify, transmit, sell, exploit, create derivative works from, distribute, and/or publicly perform or display such material, in whole or in part, in any manner or medium, now known or hereafter developed, for any purpose. The foregoing grant that includes the right to exploit any proprietary rights in such posting or submission, including, but not limited to, right under copyright, trademark, service mark or patent laws under any relevant jurisdiction. Also, in connection with the exercise of such rights, you grant us, and anyone authorized by us, the right to identify you as the author of any of your postings or submissions by name, email address, or screen name, as we deem appropriate.

You acknowledge that we have the right but not the obligation to use and display any postings or contributions of any kind and that we may elect to cease the use and display of any such materials (or any portion thereof), at any time for any reason whatsoever.

Limitations on Linking and Framing.

You may establish a hypertext link to the Website so long as the link does not state or imply any sponsorship of your site by us or by the Website. However, you may not, without our prior written permission, frame or inline link any of the content of the Website, or incorporate into another Website or other service any of our material, content or intellectual property.

Obtaining Permission to Use Our Intellectual Property

Any request for permission of our content or images, or other use of information obtained from or through our Programs, Products, Services, or Website, or any other intellectual property not specifically authorized, should be made using the “Contact Us” form on this Website, or by sending an e-mail to **heatherleedonahue@heathershealthhabits.com**

Security

We take every precaution to protect our users’ information. When users submit sensitive information via the Website, all information is protected both online and offline.

However, due to the nature of the Internet, we cannot completely ensure or warrant the security of any information transmitted to us or through our services. Submitting information is done at your own risk.

We have security measures in place to prevent the loss, misuse, and alteration of the information that is obtained from you, but we make no assurances about our ability to prevent any such loss, misuse, to you or to any third party arising out of any such loss, misuse, or alteration.

Disclaimer

As a visitor to this Website and as a Licensee, you agree that you are using your own judgment in using the information provided on and through this Website, which is done at your own risk.

THE INFORMATION, PROGRAMS, PRODUCTS AND SERVICES OFFERED ON OR THROUGH THE WEBSITE AND BY US AND ANY THIRD-PARTY SITES ARE PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL

WARRANTIES, 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 WEBSITE OR ANY OF ITS FUNCTIONS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY PART OF THIS WEBSITE, INCLUDING BULLETIN BOARDS, OR THE SERVERS THAT MAKE IT AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE WEBSITE OR MATERIALS ON THIS WEBSITE OR ON THIRD-PARTY SITES IN TERMS OF THEIR CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY OR OTHERWISE.

You agree at all times to defend, indemnify and hold harmless us and our affiliates, successors, transferees, assignees and licensees and respective parent and subsidiary companies, agents, associates, officers, directors, shareholders and employees from and against any and all claims, causes of action, damages, liabilities, costs and expenses, including legal fees and expenses, arising out of or related to your breach of any obligation, warranty, representation or covenant set forth herein.

We try to ensure our Website is available for use at all times, other than for a small period of scheduled downtime; however, we do not warrant that at other times our Website will be available.

To the fullest extent permitted by law, we will not be liable to you for damages or refunds should our Website become unavailable or access to the Website becomes slow or incomplete due to system backup procedures, internet traffic volume, upgrades, overload of requests to the servers, general network failures or delays, or any other cause which may from time to time make our Website inaccessible to you.

The content obtained on or through this Website is designed for non-medically trained individuals and should not be relied upon as a replacement for consultation with your doctor or other qualified healthcare providers.

The information provided through our Website is not intended to be a substitute for professional medical advice, diagnosis or treatment that can be provided by your own physician, nurse practitioner, physician assistant, therapist, counselor, mental health practitioner, licensed dietitian or nutritionist, spiritual counselor, or any other licensed or registered health care professional. You and your clients should not disregard professional medical advice or delay seeking professional advice because of information you have read on this Website or received from us. You and your clients should not stop taking any medications without speaking to your physician, nurse practitioner, physician assistant, mental health provider or other healthcare professional. If you or your clients have or suspect that you/they have a medical or mental health issue, you are advised to contact your/their own health care provider promptly. You and your clients assume all risks and no results are guaranteed. The content of this Website is provided for educational and informational purposes only to help you reach your own business goals, but you are solely and personally responsible for the results you and your clients obtain through our Website.

By using our Website in any way or for any reason, you also implicitly agree to our full Disclaimer.

Limitation of Liability

Under no circumstances, including, but not limited to negligence, shall anyone related to Heather's Health Habits, LLC, or any subsidiary and parent companies or affiliates, included but not limited to our shareholders, directors, officers, staff, employees, affiliates, successors, transferees, assignees or licensees and their respective parent and subsidiary companies, agents, associates, officers, directors, shareholders and employees, be liable for any direct, indirect, incidental, special or consequential damages that result from the use of, or the inability to use, the Program, including its materials or third party materials made available through the Program, even if we are advised beforehand of the possibility of such damages.

You agree at all times to defend, indemnify and hold harmless

Heathershealthhabits.com, our shareholders, directors, officers, employees, affiliates, successors, transferees, assignees or licensees and their respective

parent and subsidiary companies, agents, associates, officers, directors, shareholders and employees of each, if applicable, from and against accidents, delays, injuries, harm, loss, damage, death, lost profits, personal or business interruptions, misapplication of information, physical or mental disease, condition or issue and any and all claims, causes of action, damages, liabilities, costs, and expenses, including legal fees and expenses, arising out of or related to the Program as experienced by you, anyone affiliated in any way with your business, or any of your clients, and/or your breach of any obligation, warranty, representation or covenant set forth in these Terms and Conditions.

You acknowledge and agree that no representation has been made by us or our affiliates and relied upon as to the future results that may be obtained from your access to our Website.

Third Party Links

Throughout this Website, we may provide links and pointers to Internet sites which may take you outside of our owned or controlled Website to other websites maintained by third parties. Links are provided for your convenience, and an inclusion of any link does not imply endorsement, sponsorship, or approval by us of the linked website, its operator or content.

Also, neither we nor affiliates operate or control in any respect any information, programs, products or services that third parties may provide on or through their websites or on websites linked to our Website. We have no control over the contents or functionality of those websites and accept no responsibility for any loss or damages that may arise from your use of them. We are not responsible for any website outside this Website, and such other website use will be subject to those linked websites' relevant terms and conditions and privacy policies. It is your responsibility to review these terms and conditions and privacy policies of other websites to confirm that you understand and agree with those policies.

If applicable, any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers, are those of the respective authors or distributors, and not us. Neither we nor any third-party provider of information guarantees the

accuracy, completeness, or usefulness of any content. Furthermore, we do not endorse, and we are not responsible for the accuracy and reliability of any opinion, advice, or statement made on any of the Websites by anyone other than our authorized representative while acting in his/her official capacity.

Your Conduct

You must not use our Website in any way that causes or is likely to cause our Website or access to it to be interrupted, damaged or impaired in any way. You understand that you are solely responsible for all electronic communications and content sent from your computer to this Website or to us. You must use the Website for lawful purposes only. You must not use the Website for any of the following:

- For fraudulent purposes or in connection with a criminal offense or otherwise carry out any unlawful activity
- To send, use or re-use any material that is illegal, offensive, abusive, indecent, harmful, defamatory, obscene or menacing, abusive, threatening, defamatory, objectionable, invasive of privacy, in breach of confidence, infringing of any intellectual property rights, or is otherwise injurious to third parties, or which consists of or contains software viruses or any other harmful or similar computer code designed to adversely affect the operation of any computer software or hardware, commercial solicitation, chain letters, mass mailings or any spam
- To cause annoyance, inconvenience or needless anxiety
- To impersonate any third party or otherwise mislead as to the origin of your content
- To reproduce, duplicate, copy or resell any part of our Website or the content therein in contravention with these terms of use or any other agreement with us.

Online Commerce

Certain sections of the Website may allow you to purchase many different types of programs, products or services online that are provided by third parties. We are not responsible for the quality, accuracy, timeliness, reliability or any other aspect of these programs, products or services.

If you make a purchase from a merchant on the Website or on an external site linked to by the Website or through a cellular phone app, the information obtained during your visit to that merchant's online store or site, and the information that you give as part of the transaction, such as your credit card number and contact information, may be collected by both the merchant and us.

A merchant may have privacy and data collection practices that are different from ours. We have no responsibility or liability for these independent policies. In addition, when you purchase our Programs, Products or Services on or through the Website, you are subject to additional terms and conditions that specifically apply to your purchase or use of such Programs, Products or Services.

You agree to be financially responsible for all purchases made by you or someone acting on your behalf through the Website or cellular phone app. You agree to use the Website and to purchase our Programs, Products or Services through the Website or cellular phone app for legitimate purposes only. You also agree not to make any purchases for speculative, false or fraudulent purposes or for the purpose of anticipating demand for a particular product or service.

You release us and our affiliates from any damages that you incur and agree not to assert any claims against them or us, arising from your purchase or use of any programs, products or services made available by third parties through the Website or cellular phone app.

Your participation, correspondence or business dealings with any third party found on or through our Website or cellular phone app, regarding payment and delivery of specific goods and services, and any other terms, conditions, representations or warranties associated with such dealings, are solely

between you and such third party. You agree that we shall not be responsible or liable for any loss, damage, or other matters of any sort incurred as the result of such dealings.

You agree to only purchase goods or services for yourself or for another person for whom you are legally permitted to do so. When purchasing for a third party that requires you to submit the third party's personal information to us or a merchant, you represent that you have obtained the express consent of such third party to provide such third party's personal information.

For more information regarding a merchant, its online store, its privacy policies, and/or any additional terms and conditions that may apply, visit that merchant's Website and click on its information links or contact the merchant directly.

Termination

We reserve the right in our sole discretion to refuse or terminate your access to the Website or any part of the Website at any time without notice. In the event of cancellation or termination, you are no longer authorized to access the part of the Website affected by such cancellation or termination. The restrictions imposed on you with respect to material downloaded from the Website, and the disclaimers and limitations of liabilities set forth in these Terms and Conditions, shall survive.

If you have any questions, please contact us at **heatherleedonahue@heathershealthhabits.com**

Privacy Policy

Privacy Policy Consent

Use of the data that you provide to us, or which is collected by us on or through our Website is governed by this Privacy Policy. By using our Website, you consent to this Privacy Policy.

Submission, Storage, and Sharing of Personal Data

We may seek personal data including your name, e-mail address, and other contact information, namely when you take actions such as subscribe to our newsletter, join our private forum(s), comment on our blog, use this Website, and/or purchase our Programs, Products or Services or contact us. This information is used to contact you about the Program, Products or Services for which you have expressed interest. By providing such information to us, you grant us permission to use and store such information. We, in turn, will use our best efforts to keep such information safe and secure.

Your information is stored through a data management system. Your information can only be accessed by those who help manage that information in order to deliver e-mail or otherwise contact those who would like to receive our correspondence.

There may be an occasion where we may ask for demographic information such as gender or age, etc., to personalize our programs or correspondence, or to distinguish adults from minors, but if you choose not to provide such personally identifiable data and information, you may still use the Website, but will not be able to use those services where such information may be required.

Confidentiality

We aim to keep the personal information that you share with us confidential. Please note that we may disclose personal information if required to do so by law or in the good-faith belief that such action is necessary to (a) conform to the edicts of the law or comply with legal process served on us, our partners, sponsors, investors, or affiliates; (b) protect and defend our rights or property or those of our users; and (c) act as immediately necessary in order to protect the personal safety of our users or the public.

Note that whenever you voluntarily make your personal information available for viewing by third parties online, such as on blogs, message boards, emails, or in chat areas, the information you share also can be seen, collected and used by third parties, and therefore, we cannot be responsible for any unauthorized third-party use of such information that you voluntarily share.

Passwords

To use certain features of the Website, you may need a username and password. You are responsible for maintaining the confidentiality of the password and account and are responsible for all activities (whether by you or by others) that occur under your password or account. You agree to notify us immediately of any unauthorized use of your password or account or any other breach of security, and to ensure that you exit from your account at the end of each session.

It is your responsibility to protect your own password from disclosure to others. We cannot and will not be liable for any loss or damage arising from your failure to protect your password or account information. You are responsible for activities that take place using your password(s) and within your account. If you share your password(s) with anyone, they may be able to obtain access to your personal information at your own risk.

By using our Website, you agree to enter true and accurate information on the Website. If you enter a bogus email address, we have the right to immediately deactivate your account.

We will use our best efforts to keep your password(s) private and will not otherwise share your password(s) without your consent, except as necessary when the law requires it or in the good faith belief that such action is necessary, particularly when disclosure is necessary to identify, contact or bring legal action against someone who may be causing injury to others or interfering with our rights or property.

Unsubscribe

You may unsubscribe to our e-newsletters or updates at any time through the unsubscribe link in the footer of all e-mail communications.

We manage e-mail lists through a list management system. Unsubscribing from one list managed by us will not necessarily remove you from all publication email lists. If you have questions or are experiencing problems unsubscribing, please contact us at

heatherleedonahue@heathershealthhabits.com

Anti-Spam Policy

We have taken the necessary steps to ensure that we are compliant with the CAN-SPAM Act of 2003 by never sending out misleading information. We have a no spam policy and provide you with the ability to opt-out of our communications by selecting the unsubscribe link at the footer of all e-mails. We will not sell, rent or share your email address.

Children's Online Privacy Protection Act Compliance

We are in compliance with the requirements of COPPA (Children's Online Privacy Protection Act), and we do not collect any information from anyone under 18 years of age. Our Website, Programs, Products, and Services are all directed to people who are at least 18 years old or older.

Anonymous Data Collection and Use

To maintain our Website's high quality, we may use your IP address to help diagnose problems with our server and to administer the Website by identifying which areas of the Website are most heavily used, and to display content according to your preferences. Your IP address is the number assigned to computers connected to the Internet. This is essentially "traffic data" which cannot personally identify you, but is helpful to us for marketing purposes and for improving our services.

Traffic data collection does not follow a user's activities on any other websites in any way. Anonymous traffic data may also be shared with business partners and advertisers on an aggregate basis.

Use of "Cookies"

We may use the standard "cookies" feature of major web browsers. Cookies are small pieces of data stored on your computer that contain information about the user. We do not set any personally identifiable information in cookies, nor do we employ any data-capture mechanisms on our Website other than cookies.

Cookies help us learn which areas of our Website are useful and which areas need improvement. You may choose to disable cookies through your web browser's settings. However, disabling this function may diminish your experience on the Website and some features may not work as intended. Cookie information is only used when communicating with users as per their indicated preferences and as needed for service-related communications. Third party content that may be displayed on our site may also contain their own cookies, but we have no access to or control over any information collected by third parties through our Website.

Privacy Policies of Third Party Links

Occasionally, at our discretion, we may include or offer third party programs, products or services on our Website. These third-party Websites have separate and independent privacy policies. We, therefore, have no responsibility or liability for the content and activities of these linked sites, and thus we cannot be held liable for the information on their Website or that you voluntarily share with their Website. Nonetheless, we seek to protect the integrity of our Website, and we welcome any feedback about these Web sites.

Assignment of Rights

In the event of an assignment, sale, joint venture, or other transfer of some or all of our assets, you agree we can assign, sell, license or transfer any information that you have provided to us. Please note, however, that any purchasing party is prohibited from using the personal data and information submitted to us under this Privacy Policy in a manner that is materially inconsistent with this Privacy Policy without your prior consent.

Notification of Changes

We may use your contact information to inform you of changes to the Website, or, if requested, to send you additional information about us. We reserve the right, at our sole discretion, to change, modify or otherwise alter this Privacy Policy at any time. Such changes and/or modifications shall become effective immediately upon the posting thereof.

Continued use of any of our Programs, Products or Services, or information obtained through or on the Website following the posting of changes and/or modifications constitutes acceptance of the revised Privacy Policy.

If you have any questions, please contact us at
heatherleedonahue@heathershealthhabits.com