

You can ask us or third parties to stop sending you marketing messages at any time simply by unsubscribing from emails via the unsubscribe button which can be found at the bottom of each email or by sending support@healthfulosophy.com an email with your request to stop receiving emails.

If you opt out of receiving marketing communications this opt-out does not apply to personal data provided as a result of other transactions, such as purchases, warranty registrations etc.

DISCLOSURE OF YOUR PERSONAL DATA:

We may have to share your personal data with the parties set out below:

- Service providers who provide IT and system administration services.
- Professional advisers including lawyers, bankers, auditors and insurers.
- Government bodies that require us to report processing activities.
- 3rd party technology platforms and advertisers that support the running and growth of HEALTHFULosophy.

We require all third parties to whom we transfer your data to respect the security of your personal data and to treat it in accordance with the law. We only allow such third parties to process your personal data for specified purposes and in accordance with our instructions.

HOW DO WE USE YOUR INFORMATION?

We may use the information we collect from you when you register, purchase products, enter a contest or promotion, respond to a survey or marketing communication, surf the website, or use certain other site features in the following ways:

- To personalize your site experience and to allow us to deliver the type of content and product offerings in which you are most interested.
- To allow us to better service you in responding to your customer service requests. To quickly process your transactions.
- To administer a contest, promotion, survey or other site feature.
- If you have opted-in to receive our email newsletter, free challenges, or a free ebook, we will send you educational and marketing emails.
- If you would no longer like to receive promotional email from us, please refer to the “How can you opt-out, remove or modify information you have provided to us?” section below.
- If you have not opted-in to receive email newsletters, you will not receive these emails.

Visitors who register or participate in other site features such as marketing programs and ‘members-only’ content will be given a choice whether they would like to be on our email list and receive e-mail communications from us.

DATA SECURITY

We have put in place security measures to prevent your personal data from being accidentally lost, used, altered, disclosed, or accessed without authorisation. We also allow access to your personal

data only to those employees and partners who have a business need to know such data. They will only process your personal data on our instructions and they must keep it confidential.

We have procedures in place to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach if we are legally required to.

DATA RETENTION

We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

When deciding what the correct time is to keep the data for we look at its amount, nature and sensitivity, potential risk of harm from unauthorised use or disclosure, the processing purposes, if these can be achieved by other means and legal requirements.

For tax purposes the law requires us to keep basic information about our customers (including Contact, Identity, Financial and Transaction Data) for seven years after they stop being customers.

In some circumstances we may anonymise your personal data for research or statistical purposes in which case we may use this information indefinitely without further notice to you.

COOKIES

As you browse HEALTHFULosophy, advertising cookies will be placed on your computer so that we can understand what you are interested in. Cookies are files with small amount of data, which may include an anonymous unique identifier. Cookies are sent to your browser from a web site and stored on your computer's hard drive. To opt out of cookies, find and select the settings tab of your internet browser and click "block third party cookies and site data" or de-select the "accept cookies" box.

ORDERING PRODUCTS ON OUR SITE

We will request information from you on our order forms for purchase of products. To buy from us, you must provide contact information (like name and shipping address) and financial information (like credit card number, expiration date). This information is used for billing purposes and to fill your orders. If we have trouble processing an order, we'll use this information to contact you.

HOW DO WE PROTECT VISITOR INFORMATION?

We implement a variety of security measures to maintain the safety of your personal information. Your personal information is contained behind secured networks and is only accessible by a limited number of persons who have special access rights to such systems, and are required to keep the information confidential. When you place orders or access your personal information, we offer the use of a secure server. All sensitive/credit information you supply is transmitted via Secure Socket Layer (SSL) technology and then encrypted into our databases to be only accessed as stated above.

DO WE DISCLOSE THE INFORMATION WE COLLECT TO OUTSIDE PARTIES?



We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information unless we provide you with advance notice, except as described below. It does not include website hosting partners and other parties who assist us in operating our website, conducting our business, or servicing you, so long as those parties agree to keep this information confidential. We may also release your information when we believe release is appropriate to comply with the law, enforce our site policies, or protect ours or others' rights, property, or safety.

However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

HOW CAN YOU OPT-OUT, REMOVE OR MODIFY INFORMATION YOU HAVE PROVIDED TO US?

To modify your email subscriptions, you can find an unsubscribe link at the bottom of each email. Please note that due to email production schedules you may receive any emails already in production. Please note that we may maintain information about an individual sales transaction in order to service that transaction and for record keeping.

THIRD PARTY LINKS

In an attempt to provide you with increased value, we may include third party links on our site. These linked sites have separate and independent privacy policies. We, therefore, have no responsibility or liability for the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our site and welcome any feedback about these linked sites (including if a specific link does not work).

YOUR ACCESS TO AND CONTROL OVER INFORMATION

You may opt out of any future contacts from us at any time. You can do the following at any time by contacting us via the email address or phone number given on our website:

- See what data we have about you, if any.
- Change/correct any data we have about you.
- Have us delete any data we have about you.
- Express any concern you have about our use of your data.

CHANGES TO OUR POLICY

If we decide to change our privacy policy, we will post those changes on this page. Policy changes will apply only to information collected after the date of the change. This policy was last modified on May 3rd, 2019.

ONLINE PRIVACY POLICY

This privacy policy refers only to information collected through our websites, and does not apply to information collected in person at events, coaching calls or social media.

YOUR CONSENT

In using our site, you agree to our privacy policy.

QUESTIONS AND FEEDBACK

We welcome your questions, comments, and concerns about privacy. Please send us any and all feedback pertaining to privacy, or any other issue via email at: support@healthfulosophy.com

TERMS AND CONDITIONS

The Website Standard Terms And Conditions contained herein on this webpage, shall govern your use of this Website, including all pages within this Website (collectively referred to herein below as this “Website”). These Terms apply in full force and effect to your use of this Website and by using this Website, you expressly accept all terms and conditions contained herein in full. You must not use this Website, if you have any objection to any of these Website Standard Terms And Conditions.

COPYRIGHT

The entire content included in this Website including but not limited to text, graphics or code is copyrighted as a collective work under Canada and other copyright laws, and is the property of HEALTHFULosophy. The collective work includes works that are licensed to HEALTHFULosophy, ALL RIGHTS RESERVED. Permission is granted to electronically copy and print hard copy portions of this Website for the sole purpose of placing an order with HEALTHFULosophy, or purchasing products from HEALTHFULosophy.

You may display and, subject to any expressly stated restrictions or limitations relating to specific material, download or print portions of the material from the different areas of the Website solely for your own non-commercial use, or to place an order with HEALTHFULosophy or to purchase HEALTHFULosophy products. Any other use, including but not limited to the reproduction, distribution, display or transmission of the content of this Website is strictly prohibited, unless authorized by HEALTHFULosophy. You further agree not to change or delete any proprietary notices from materials downloaded from the Website.

WARRANTY DISCLAIMER

This Website and the materials and products on this Website are provided “as is” and without warranties of any kind, whether express or implied. To the fullest extent permissible pursuant to applicable law, HEALTHFULosophy disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement. HEALTHFULosophy does not represent or warrant that the functions contained in the Website will be uninterrupted or error-free, that the defects will be corrected, or that this Website or the server that makes the Website available are free of viruses or other harmful components. HEALTHFULosophy does not make any warranties or representations regarding the use of the materials in this Website in terms of their correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise. Some states do not permit limitations or exclusions on warranties, so the above limitations may not apply to you.

LIMITATION OF LIABILITY

HEALTHFULosophy shall not be liable for any special or consequential damages that result from the use of, or the inability to use, the materials on this Website or the performance of the products, even if HEALTHFULosophy has been advised of the possibility of such damages. Applicable law may not allow the limitation of exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you.

To the maximum extent permitted by law, we exclude:

- any and all liability in contract, tort (including negligence), breach of statutory duty or otherwise for any direct, indirect, special, incidental, or consequential costs, losses, claims, damages, expenses or proceedings (including but not limited to loss of profits and wasted management time) incurred or suffered by you arising directly or indirectly out of or in connection with our website, information, products or services, including but not limited to any loss, damage or expense arising from any defect, error, imperfection, fault, mistake or inaccuracy with the information or advice we provide;
- any and all liability for injury or loss arising out of the use of, or reliance on, the information, product and/or the dietary, supplement and lifestyle suggestions we may provide;
- any and all liability for injury or loss arising from any product or treatment you may choose to take;
- any and all liability for any failure to identify any medical condition or disease. You understand and agree that this is not the purpose of website, product or services.

FOR EDUCATIONAL AND INFORMATIONAL PURPOSES ONLY

The information provided in or through this Website is for educational and informational purposes only and solely as a self-help tool for your own use. By providing you with such material and information, we do not necessarily endorse, recommend or promote any such product or therapy.

PERSONAL RESPONSIBILITY

You aim to accurately represent the information provided to us on or through our Website. You acknowledge that you are participating voluntarily in using our Website and that you are solely and personally responsible for your choices, actions and results, now and in the future. You accept full responsibility for the consequences of your use, or non-use, of any information provided on or through this Website, and you agree to use your own judgment and due diligence before implementing any idea, suggestion or recommendation from our Website to your life, family or business.

CODE OF CONDUCT

You may not use HEALTHFULosophy for any illegal or unauthorized purpose. In addition to the laws of Ontario, Canada, you also agree to comply with all local laws that apply to your use of the Website. You may not use the Website in any manner which could disable, overburden, damage, or impair the Website, or interfere with any other party's use and enjoyment of the Website. You agree that you are responsible for your own conduct and communications while using the Website and for any consequences of that use. You agree that when using the Website, you will not post or upload any inappropriate, promotional, defamatory, destructive, obscene, or unlawful content; defame, abuse, harass, or otherwise violate the legal rights (such as rights of privacy and publicity) of others or upload dangerous or harmful files. HEALTHFULosophy reserves the right to remove individuals from our community in instances of misconduct.

NO MEDICAL ADVICE

The information contained on this website, or provided at your request, is for informational purposes only. No information on this site should be relied upon to make a medical diagnosis, treat, prevent or cure any disease or medical condition. The information on this website has not been evaluated by Health Canada. We are not qualified medical advisors and make no claims to be so. The information on this website should not be taken to be, and is not a substitute for, personal medical advice and instruction. You should not take any action based solely on our advice.

You should consult your doctor:

- for any medical interpretation of your test results;
- on any matter relating to your health and well-being;
- before making any changes to your exercise or diet;
- before taking any nutritional, herbal, homeopathic or hormonal supplementation;
- before beginning any therapy.

No information on this site should be relied upon to make a medical diagnosis, treat, prevent or cure any disease or medical condition under any circumstances.

NO GUARANTEES

HEALTHFULosophy is to support and assist you in reaching your own health and wellness goals, but your success depends primarily on your own effort, motivation, commitment and follow-through. HEALTHFULosophy cannot predict and does not guarantee that you will attain a particular result, and you accept and understand that results differ for each individual. Each individual's results depend on his or her unique body, background, genetics, dedication, desire, motivation, actions, and numerous other factors. You fully agree that there are no guarantees as to the specific outcome or results you can expect from using the information you receive on or through this Website.

PURCHASES AND SUBSCRIPTIONS

If you wish to purchase any product or service made available through the Website ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your name, phone number, email address, physical address, credit card information and geographic location. Please view our Privacy Policy for more information on how we use your personal information. Some parts of the Service are billed on a subscription basis as outlined on the sales and check out pages of the product. You will be billed in advance on a recurring basis as per the subscription agreement.

INDEMNIFICATION AND RELEASE OF CLAIMS

You hereby fully and completely hold harmless, indemnify and release HEALTHFULosophy and any of its agents, consultants, affiliates, team members, joint venture partners, employees, shareholders, directors, staff, team members, or anyone otherwise affiliated with the business from any and all causes of action, allegations, suits, claims, damages, or demands whatsoever, in law or equity, that may arise in the past, present or future that is in any way related to our Website.

ERRORS AND OMISSIONS

Although every effort is made to ensure the accuracy of information shared on or through this Website, flyers and information packets, the information may inadvertently contain inaccuracies or typographical errors. You agree that HEALTHFULosophy is not responsible for the views, opinions, or accuracy of facts referenced on or through the Website, or of those of any other individual or company affiliated with our business or its partners in any way. It is your responsibility to verify such matters independently from primary sources of information and by taking specific professional advice.

NO ENDORSEMENT

References or links in our Website to the information, opinions, advice, programs, products or services of any other individual, business or entity does not constitute our formal endorsement. HEALTHFULosophy is merely sharing information for your own self-help. HEALTHFULosophy is not responsible for the Website content, blogs, e-mails, videos, social media, programs, products and/or services of any other person, business or entity that may be linked or referenced in our Website. Conversely, should our Website link appear in any other individuals, businesses or entities Website, program, product or services, it does not constitute our formal endorsement of them, their business or their Website either.

VARIATION

HEALTHFULosophy shall have the right in its absolute discretion at any time and without notice to amend, remove or vary the Services and/or any page of this Website.

COMPLAINTS

HEALTHFULosophy offers support to our clients and a complaints handling procedure which we will use to try to resolve disputes when they first arise, with a solution that is mutually agreeable to both the client and HEALTHFULosophy. Please let us know if you have any complaints or comments at support@healthfulosophy.com

SEVERABILITY

If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

ENTIRE AGREEMENT

These Terms, including any legal notices and disclaimers contained on this Website, constitute the entire agreement between HEALTHFULosophy and you in relation to your use of this Website, and supersede all prior agreements and understandings with respect to the same.

By using our Website you are agreeing to all parts of the above Disclaimer. If you have any questions about this Disclaimer, please contact support@healthfulosophy.com.

USER AGREEMENT for The Conquering Eczema Method by Healthfulosophy

IMPORTANT: READ CAREFULLY BEFORE ACCESSING OR USING THE CONQUERING ECZEMA METHOD PROPRIETARY MATERIALS INCLUDING ANY AUDIO AND/OR VISUAL PRESENTATIONS, MEMBERS AREA, AND/OR PROGRAMS ASSOCIATED WITH THE CONQUERING ECZEMA METHOD BY HEALTHFULOSOPHY. BY ACCESSING OR USING THE PROGRAM(S), YOU ACKNOWLEDGE THAT:

- A. YOU HAVE READ THIS AGREEMENT,
- B. YOU UNDERSTAND IT, AND
- C. THAT YOU ACCEPT AND AGREE TO BE BOUND BY ITS TERMS.

Welcome to The Conquering Eczema Method. We are looking forward to partnering with you and your child in supporting your child's growth.

This Agreement ("Agreement") is a legal contract between The Conquering Eczema Method by Healthfulosophy and

Name: _____ ("You", an individual)

(collectively, the "Parties")

Whereas, The Conquering Eczema Method is engaged in this business of health coaching services where coaching is to be a tool for teaching You about your child's health; and

Whereas, You desire to engage The Conquering Eczema Method to provide health coaching to You and your child in the form of audio/visual presentations, group coaching, lab result recommendations; and

Whereas, The Conquering Eczema Method is not a physician practice and does not provide medical diagnoses, medical treatment, or treatment of any disease or condition.

Now, therefore, the Parties agree as follows:

1.1 Programs: Under the terms of this Agreement, The Conquering Eczema Method agrees to provide health coaching services to You in the form of audio/video presentations, content modules, group coaching calls and test result recommendations (Program(s)) in exchange for a Program Fee. Program Fees will be determined according to Paragraph 1.2 below. Your access to such Programs is made conditional on payment of such Program Fee.

1.1.2 Term: The Term of this Agreement will commence upon Your acceptance of this Agreement and payment of the applicable Program Fee. You agree and understand that upon

commencement of the Term of this Agreement, you will become enrolled in the ten-week The Conquering Eczema Method

1.1.3 Termination: The Conquering Eczema Method may terminate this Agreement at any time in its discretion upon notice to You. Paragraph 3.1 below shall survive termination of this agreement, binding You to Confidentiality in perpetuity.

1.2 Program Fees: By accepting the terms of this Agreement, You agree and understand that you are committing to pay The Conquering Eczema Method either

- A. A one-time lump sum, or
- B. A payment plan, where You will be charged the initial payment at the time of enrolling, followed by instalments every 30 days for the remaining months, on the same day of the month

for ten-weeks of access to and use of the Program.

If You choose a payment plan, You are responsible for ensuring that your account remains in good standing for the entire duration of the Program.

If a payment is missed, You will have 5 business days to bring your account into good standing after the declined payment. If the account is not brought into good standing within 5 business days, your access to the Program will be put on hold and denied until the account is brought to good standing. Extensions to the Program completion time will not be offered as a result of program holds due to late or missed payments.

If the account remains in poor standing for a duration of more than 15 business days, Your access to the Program will be cancelled entirely, and no refund will be provided.

1.2.1 Refunds: No refunds of any kind will be issued for the Program, including deposits or any partial payments. By accepting the terms of this Agreement, You agree and understand that you are foregoing the right to claim any refund of fees paid for access and use of the Program(s) offered by The Conquering Eczema Method. You further acknowledge that in accepting the terms of this Agreement and affirmatively seeking the benefits of and membership in such Program(s), You are taking full responsibility for your own success in self-treating your child. Thus, You agree that you will not request a refund.

1.3 Promotional Material: By accepting the terms of this Agreement and affirmatively seeking the benefits of membership in the Program(s) offered by The Conquering Eczema Method, You affirmatively agree and acknowledge that The Conquering Eczema Method may at any time reproduce and/or disseminate any testimonial(s) describing or otherwise referencing, either directly or indirectly, Your experience participating in such Program(s), including any specific results experienced by You over the course of such participation. You agree and acknowledge

that this includes any written statements you may publish to social media accounts and online forums as well as any statements and/or images captured or otherwise recorded over the course of attendance at any event(s) related to such Program(s). You further represent that any such statements or testimonials that you make shall be correct, accurate, and truthful. Any promotional material being used by The Conquering Eczema Method will first be subject to the terms in Paragraph 3.3.

2.1 No Guarantees: By accepting the terms of this Agreement, You agree and understand that The Conquering Eczema Method provides Program(s) related to health coaching only and guarantees no specific results. You take full responsibility for your own success in self-treating your child. Further, you acknowledge that everyone's success in self-treating their child is different, and depending on factors such as your own drive, dedication, motivation and self-assessment of your child's condition. Any examples of testimonials are not meant as a promise or guarantee of your own success with your child.

2.2 Limited Liability: In no event will The Conquering Eczema Method be liable to You or any party related to you for any damages, as You bear responsibility for all decisions regarding your child and is free to implement as many or as few suggestions made in The Conquering Eczema Method Program(s). You are responsible for discussing any potential changes to your child's lifestyle with your child's physician prior to implementation. You therefore hereby release and hold harmless The Conquering Eczema Method from all liability for adverse actions or results created by Your failure to comply with a plan of treatment provided by your child's physician(s) or failure to discuss any suggestions or referrals made by The Conquering Eczema Method prior to implementation of such suggestions or referrals.

2.3 Commitment to the Program: By accepting the terms of this Agreement, You commit and agree to faithfully execute all of the lessons, assignments, and course work in the Program(s) to the best of your ability. You further agree to acknowledge that successful results requires tremendous effort and you are prepared and committed to faithfully make that effort.

3.1 Confidentiality: Only authorized users, who have duly attained access to any Program(s) offered by The Conquering Eczema Method by personally agreeing to the terms of this Agreement are permitted use and participate with such Program(s). Except as expressly authorized by this Agreement, You shall not provide or make available any materials or any login member credentials to any this party or use any materials or any login member credentials to teach any this party, or otherwise disclose or discuss information revealed in any portion of the Program(s) for any purpose other than exercising rights expressly granted to you by this Agreement. You further acknowledge that given the group nature of the Program(s), including the Facebook Group, that any discussions or any related Program discussion are to be held in strict confidence and cannot be shared, referred to or mentioned outside of the designated Program Facebook Group.

3.2 Intellectual Property: You acknowledge that any audio and/or video presentations, documents and other elements of the Program(s) are the sole intellectual property of The Conquering Eczema Method under copyright and other intellectual property laws and international treaties. This intellectual property includes information related to the Program's proprietary content, including but not limited to proprietary ideas, written content, graphic content, discussion content, test results and information regarding clients and copyrights remains the sole property of The Conquering Eczema Method. You do not have the right to reproduce in part or in whole any Intellectual Property for gift, resale or license to any third party. Except for the limited, revocable license expressly granted to you herein, this Agreement does not grant you any ownership or other right or interest in or to the Audio and/or Visual Presentations, Documentation, and other elements of the Program, or any other intellectual property rights of The Conquering Eczema Method, whether by implication, estoppel, or otherwise. Any and all trademarks or service marks that The Conquering Eczema Method uses in connection with services rendered by The Conquering Eczema Method are marks owned by The Conquering Eczema Method. This Agreement does not grant you any right, license, or interest in such marks, and you shall not assert any right, license, or interest in such marks or any words or designs that are confusingly similar to such marks.

3.3 Consent: From time to time, You may be asked permission for use of you or your child's likeness, video, audio, photo and progress including presentations by You to promote the The Conquering Eczema Method. The Conquering Eczema Method agrees it will not use aforementioned materials without express permission from You. If You agree, You authorize The Conquering Eczema Method to use and publish materials as per Paragraph 1.3. You will not receive any monetary or royalty fees. You waive any right to inspect or approve the finished product, including written copy, wherein You or your child's likeness or testimony for the Program appears.

4.1 Non-Transferability: The rights and obligations under this Agreement are personal to You. You may not assign or transfer any rights or obligations under this Agreement.

4.2 Indemnification: You will, at your own expense, defend, indemnify and hold The Conquering Eczema Method, its agents, and employees harmless from any and all claims, actions, liabilities, injuries, damages, losses, grants, costs, and expenses, including attorney fees, arising out of or in connection with any use of the Program(s) of this Agreement

4.3 Integration: This Agreement, along with any additional terms or policies incorporated herein by reference, represents the entire Agreement between You and The Conquering Eczema Method concerning the Program, and this Agreement supersedes and replaces any prior proposal, representation, or understanding You may have had with The Conquering Eczema Method relating to the Program, whether oral or written.

4.4 Amendment: The Conquering Eczema Method reserves the right, in its sole discretion, to amend this Agreement from time to time by posting an updated version of the Agreement at healthfulosophy.com

4.5 Severability: In case any provision in this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect and shall not in any way be affected or impaired or invalidated.

4.5 Governing Law: This agreement will be construed in accordance with and governed by the Laws of the Province of Ontario.

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU UNDERSTAND AND AGREE TO ALL OF THE AFOREMENTIONED TERMS, INCLUDING THOSE RELATED TO PROGRAM FEES, AUTOMATIC MONTHLY BILLING, STRICT NO REFUND POLICY, AND CONFIDENTIALITY.

Client Name:	
Client Email Address:	
Client Mailing Address:	
Client Signature:	
Date:	