

## PRIVACY POLICY

This page informs you of our policies regarding the collection, use and disclosure of Personal Information we receive from users of the Site. We use your Personal Information only for providing and improving the Site. By using the Site, you agree to the collection and use of information in accordance with this policy.

### WHAT IS CONSIDERED PERSONAL INFORMATION?

Personal information refers to information such as your name, address, email address, geographic location, purchase history, gender, credit card information and browsing habits on our site.

### WHAT INFORMATION DO WE COLLECT?

We collect information from you when you register on the site, place an order, enter a contest or sweepstakes, respond to a survey or communication such as e-mail, or participate in another site feature.

When ordering or registering, we may ask you for your name, e-mail address, mailing address, phone number, credit card information or other information. You may, however, visit our site anonymously.

We also collect information about gift recipients so that we can fulfill the gift purchase.

Like many websites, we use cookies to enhance your experience and gather information about visitors and visits to our websites. Please refer to the do we use cookies section below for information about cookies and how we use them.

### WE MAY PROCESS THE FOLLOWING CATEGORIES OF PERSONAL DATA ABOUT YOU:

- **Communication Data** that includes any communication that you send to us whether that be through the contact form on our website, through email, text, social media messaging, social media posting or any other communication that you send us. We process this data for the purposes of communicating with you, for record keeping and for the establishment, pursuance or defense of legal claims. Our lawful ground for this processing is our legitimate interests which in this case are to reply to communications sent to us, to keep records and to establish, pursue or defend legal claims.
- **Customer Data** that includes data relating to any purchases of goods and/or services such as your name, title, billing address, delivery address, email address, phone number, contact details, purchase details and your card details. We process this data to supply the goods and/or services you have purchased and to keep records of such transactions. Our lawful ground for this processing is the performance of a contract between you and us and/or taking steps at your request to enter into such a contract.
- **User Data** that includes data about how you use our website and any online services together with any data that you post for publication on our website or through other online services. We process this data to operate our website and ensure relevant content is provided to you, to ensure the security of our website, to maintain back- ups of

our website and/or databases and to enable publication and administration of our website, other online services and business. Our lawful ground for this processing is our legitimate interests which in this case are to enable us to properly administer our website and our business.

- **Technical Data** that includes data about your use of our website and online services such as your IP address, your login data, details about your browser, length of visit to pages on our website, page views and navigation paths, details about the number of times you use our website, time zone settings and other technology on the devices you use to access our website. The source of this data is from our analytics tracking system. We process this data to analyze your use of our website and other online services, to administer and protect our business and website, to deliver relevant website content and advertisements to you and to understand the effectiveness of our advertising. Our lawful ground for this processing is our legitimate interests which in this case are to enable us to properly administer our website and our business and to grow our business and to decide our marketing strategy.
- **Marketing Data** that includes data about your preferences in receiving marketing from us and our third parties and your communication preferences. We process this data to enable you to partake in our promotions such as sales offers, affiliate offers, free contests with give-aways, to deliver relevant website content and advertisements to you and measure or understand the effectiveness of this advertising. Our lawful ground for this processing is our legitimate interests which in this case are to study how customers use our products/services, to develop them, to grow our business and to decide our marketing strategy. We may use Customer Data, User Data, Technical Data and Marketing Data to deliver relevant website content and advertisements to you (including Facebook adverts or other display advertisements) and to measure or understand the effectiveness of the advertising we serve you. Our lawful ground for this processing is legitimate interests which is to grow our business. We may also use such data to send other marketing communications to you. Our lawful ground for this processing is either consent or legitimate interests (namely to grow our business).

## **SENSITIVE DATA**

We do not collect any Sensitive Data about you. Sensitive data refers to data that includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health and genetic and biometric data. We do not collect any information about criminal convictions and offenses.

## **MARKETING COMMUNICATIONS**

Our lawful ground of processing your personal data to send you marketing communications is either your consent or our legitimate interests (namely to grow our business).

Under the Privacy and Electronic Communications Regulations, we may send you marketing communications from us if (i) you made a purchase or asked for information from us about our goods or services or (ii) you agreed to receive marketing communications and in each case you have not opted out of receiving such communications since. Under these regulations, if you are a limited company, we may send you marketing emails without your consent. However you can still opt out of receiving marketing emails from us at any time.

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@heathercarley.health 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.
- Third party technology platforms and advertisers that support the running and growth of NTP Consulting, LLC.

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 fulfill 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 unauthorized 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 The Wellness Business Hub, advertising cookies will be placed on your computer so that we can understand what you are interested in. Cookies are files with a 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 October 26, 2022.

### **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@heathercarley.health](mailto:support@heathercarley.health)

## Terms & Conditions

These Terms of Use for our Website, Programs, Products and Services state how you may use our Website, Programs, Products and Services, and Program Materials.

**Please read these Terms of Use carefully. We reserve the right to change these Terms of Use from time to time without notice to you. By purchasing or using any of our Programs, Products, and Services or Program Materials, now or in the future, you are agreeing immediately upon said purchase to the Terms of Use as they appear, and agree that you are legally bound by them, whether or not you have read them. If at any time you do not agree with these Terms of Use, please do not use our Programs, Products and Services or Program Materials.**

### WORDS YOU NEED TO UNDERSTAND

**“Agreement”** or **“contract”** means all of: the documents which you and the Company have signed and the Credit Card Authorization Form you have signed.

**“Client”** or **“you”** means any purchaser, client and/or user of any of our Programs, Products and Services, or Program Materials.

**“Company”**, **“we”**, **“us”** or **“me”** means NTP Consulting, LLC.

**“Improper and/or Unauthorized Use”** includes and is not limited to modifying, copying, reproducing, republishing, uploading, posting, transmitting, translating, selling, creating derivative works, exploiting, or distributing in any manner or medium any Program Materials or any other information accessed or purchased through our Programs, Products and Services for your own business or commercial use or in any way that earns you money or that you trade for valuable consideration.

**“Programs, Products and Services”** mean any paid program or service, group course or program including but not limited to a mastermind, e-course, downloadable information product, e-book, or other service or course where we provide content for educational and informational purposes that is not permitted to be reproduced or used in your own business for commercial use or in a way that earns you money. Programs, Products, and Services may be delivered in ways including but not limited to in-person, phone, Zoom, Skype, webinars, Facebook Live Videos, teleseminars, videos, audios, books, e-books, products, social media, blog articles, or otherwise in a variety of settings such as individual coaching sessions, individual consulting sessions, group programs including but not limited to masterminds, classes, workshops, events, retreats, seminars, or trainings.

**“Program Materials”** means any video, audio, printed or written text or work including but not limited to drafts, online or printed documents, or other materials created by us that are provided to you for your educational and informational purposes or through our Programs, Products and Services.

**“Terms of Use”** includes this document and all the standard provisions that form part of every contract we enter into with each purchaser, client and user (including you) of any of our Programs, Products and Services, as amended from time to time by us in our sole discretion, without notice to you.

**“Website”** means any website maintained by NTP Consulting, LLC at [www.healthcarley.health](http://www.healthcarley.health) and any affiliated or subsequent website(s).

## **HOW YOU MAY USE OUR PROGRAMS, PRODUCTS AND SERVICES AND PROGRAM MATERIALS**

You consent to use our Website, Programs, Products and Services and Program Materials as described in the following paragraphs, which collectively are referred to as the “Terms of Use”. By purchasing or using any of our Website, Programs, Products and Services and Program Materials, you agree to abide by these Terms of Use and the Contract you have signed, and you acknowledge and agree that you are required to act in accordance with them. Accessing, purchasing or using our Programs, Products and Services and Program Materials, in any manner, constitutes and is evidence of your use of them, and your agreement to be bound by these Terms of Use.

Our Website, Programs, Products and Services and Program Materials are intended solely for persons who are 18 years of age or older. Any registration by, use of, or access to any Programs, Products and Services and Program Materials by anyone who is younger than 18 years of age is unauthorized, unlicensed and violates these Terms of Use. By purchasing or using our Website, Programs, Products and Services and Program Materials, you represent and warrant that you are at least 18 years of age.

## **INTELLECTUAL PROPERTY RIGHTS**

### **Our Limited License to You.**

Our Website, Programs, Products, Services, and Program Materials are our property, and are protected by copyright, trademark, and other intellectual property laws. This means you can only use and access our Programs, Products and Services, and Program Materials in the ways and to the extent we say you can, i.e., as described in greater detail in the following paragraphs.

The content in our Website, Programs, Products, Services, and Program Materials is solely owned by or licensed to us, unless expressly indicated otherwise. This content includes, but is not limited to: the design, layout, look, appearance, graphics of our Programs, Products and Services, and Program Materials or any other material or aspects of materials provided by us to you. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these Terms of Use.

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You are being granted a limited license to use our Website, Program, Products, Services and Program Materials with permission and restrictions. This means that when you purchase a Program, Product or Service from us, you are purchasing the limited right to use the Program Materials with certain conditions as specified in these Terms of Use.

**You are permitted to use our Website, Programs, Products, Services, and Program Materials in the following manner:**

**You may download and/or print Program Materials for your personal use. To clarify, you are not permitted to share, sell, reprint, repurpose or republish any other of our Program Materials including handouts, for resale or mass reproduction purposes for your own business or commercial use or in any way to make you money unless you ask us in writing if you may do so, and we have given you written permission to do so.**

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For those trademarks, taglines, and logos for which you are granted permission to use, the trademark indicia must be included at all times. Any marketing or promotional tools and/or Program, Product and Service titles or any other title or information of ours bearing the trademark symbols (™) or ® may not be used by you for any reason unless you ask us in writing if you may do so, and we answer in writing and state that you may do so.

**All rights not expressly granted in these paragraphs in these Terms of Use or in any written license, are reserved by us.**

#### **Information You Must Not Share with Others.**

As a Licensee, you understand and acknowledge that our Programs, Products and Services and Program Materials have been created, 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/or Unauthorized Use.

**When you enroll in or purchase any of our Programs, Products and Services, you agree that you are clearly and expressly prohibited from doing any of the following acts:**

You will not copy, share or steal our Programs, Products and Services, or Program Materials or any parts of them.

You will not in any way use, copy, adapt or represent any of our Programs, Products and Services, or Program Materials or their content in any way as if they are yours or created by you.

You will not engage in the Improper and/or Unauthorized Use of our Programs, Products and Services.



You will not duplicate, share, trade, sell, or otherwise distribute our Programs, Products and Services, or Program Materials to any other person, for their personal, business, or commercial use or in any way that earns them money, whether it was known to you or not at the time that you shared the information that their intention was to use the Program Materials for their own personal, business or commercial use. This means you cannot share or sell any part of our Programs, Products and Services or Program Materials to another person or business, so they can copy, reproduce, sell and/or use them for their own personal, business or commercial use or in any way that earns them money or for valuable consideration. You are the only one granted a limited license to use our Programs, Products and Services, and Program Materials.

You will not violate our intellectual property rights, including copyright and trademark rights by downloading, printing, or otherwise using our Programs, Products and Services, or Program Materials for publication or compilation into your own Products, Programs, Services or Program Materials for your own personal, business or commercial use or in any way that earns you money.

You will not use our Programs, Products and Services, or Program Materials in a manner that constitutes an infringement of our rights or that we have not first approved in writing.

You may not engage in Improper and/or Unauthorized Use of our Program Materials or any other information related to our Programs, Products and Services.

**You understand and agree that doing, participating in directly or indirectly or engaging in the prohibited, Improper and/or Unauthorized Use of our Programs, Products, Services or Program Materials as set forth in these Terms of Use is considered theft and stealing. You agree and understand that prohibited use, Improper and/or Unauthorized Use may give rise to a civil claim for damages and may be turned over to the police for investigation as a criminal offense.**

#### **Your License to Us.**

By posting or submitting any material on or through our Website, Programs, Products and Services or Program Materials such as comments, posts, photos, images or videos or other contributions, you are representing and warranting that you are the owner of all such materials and are at least 18 years old. Furthermore, you consent to the following:

1. When you submit to us or post any comment, photo, image, video or any other submission for use on or through our Website, Programs, Products, Services and Program Materials, you are granting us, and anyone authorized by us, an unlimited, 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 contributions, in whole or in part, in any manner or in any medium, now known or developed in the future, for any purpose, and granting us the right to make it part of our current or future Website, Programs, Products and Services and/or Program Materials. This right includes granting us use or exploitation of proprietary rights or intellectual property rights like copyright, trademark, service mark, trade secrets, patent rights or any other of your intellectual property rights under any

relevant jurisdiction without any further permission from you or compensation by us to you.

2. You also grant us, and anyone authorized by us, the right to identify you as the author of any copy, comments, posts, photos, images, videos or other contributions by name, email address, or screen name. You acknowledge that we have the right but not the obligation to use and display any contributions from you of any kind, and that we may elect to cease the use and display of any such contributions in our Programs, Products and Services and/or Program Materials in our sole discretion, at any time for any reason whatsoever.

### **Media Release**

By participating in our Programs, Products and Services, and using our Website and Program Materials, including on social media, you consent to photographs, videos, audio recordings, transcripts, copy or written or printed text that may contain you, your voice and/or your likeness, and we reserve the right to use them in our sole discretion in our current or future Programs, Products and Services, or Program Materials and/or our marketing or promotional efforts, without compensation to you at any time, now or at any time in the future.

### **Community and Commenting Policy**

We request constructive and positive feedback and use the feedback received to improve our client experience. It is our priority to create an experience for our clients to ensure that they remain clients for the life-span of their career. We value our clients and community for the deep participation that occurs within the comment section of our site and platforms. Here are some tips to consider when commenting:

- **Read** with your audience in mind: Is your comment appropriate for the community?
- **Revise**: Can I make this calmer and clearer? Can I be more concise?
- **Support what you say**: Can I make negative feedback more constructive? Can I elaborate further on positive feedback? Can I provide sources that support my claim?
- **Review how you say it**: Does my comment encourage a healthy discussion or is it going to put others on the defensive?

To help you avoid the frustrations of comment removal, here are some reasons your comment may be removed:

- Not appropriate for the platform;
- Inappropriate language;
- Terms of Use violations;
- Excessively posting the same comment or link;
- Stereotyping, i.e sweeping generalizations of any group or individual based on race, gender, religion, sexual orientation, ability or age.

If you see something that you think may violate our guidelines, please help us by emailing: [support@heathercarley.health](mailto:support@heathercarley.health) . We will review these reports and work as quickly as possible to remove content that doesn't meet our guidelines.

**Request from You for Permission to Use Content We Have Created and Shared with You**

Any request for written permission to use our Programs, Products and Services or Program Materials in whole or in part, or any other intellectual property or property belonging to us should be made IN WRITING – BEFORE YOU WISH TO USE IT. To ask for our permission, please contact us at the email address provided on the last page of these Terms and Conditions.

We very clearly state that you may not use our Programs, Products and Services or Program Materials in whole or in part, in any way that is contrary to these Terms of Use, unless we have given you specific WRITTEN PERMISSION to do so, in email or any other written format we determine is appropriate.

If you are granted permission by us, you agree to use the SPECIFIC CONTENT that we allow and ONLY in the ways for which we have given you our written permission.

If you choose to use the content in ways that we do not specifically give you written permission, you agree now that you will be treated as if you had copied, duplicated and/or stolen such content from us, and you consent to immediately stop using such content and to take whatever actions as we may request and by the methods and in the time frame that we say and prescribe to protect our intellectual property and ownership rights in our Programs, Products and Services or Program Materials.

**Personal Responsibility and Assumption of Risk**

You agree that you are using your own judgment in using our Website, Programs, Products, Services and Program Materials, and you agree that you are doing so at your own risk. You agree and understand that you assume all risks and no results are guaranteed in any way related to our Programs, Products and Services and Program Materials. You are solely responsible for your actions, decisions and results based on the use, misuse or non-use of our Programs, Products and Services and Program Materials.

**Guarantee**

**NO GUARANTEE OF RESULTS:** The recommendations contained in The Leaky Gut Reset System Program are made without guarantee. The Leaky Gut Reset System is to support and assist you in reaching your own goals, but your success depends primarily on your own effort, motivation, commitment and follow-through. The Leaky Gut Reset System 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 background, 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. The author, agents, heirs, assigns, contractors, and employees disclaim all liability in connection with the use of the information presented herein and are released from any and all claims, demands, damages, rights of action or causes of action, present or future, arising out of or connected with the use of this information.

**FEES, PAYMENTS & REFUNDS**

If you have selected the payment plan option during your purchase you are responsible to complete the payment plan. You cannot stop or cancel your payment plan, all payments in the payment plan must be paid in full.

If at any point you default on a payment you will be notified immediately. You will have 72-hours to rectify the default and bring your account back into good standing. If you fail to rectify the default within 72-hours of being notified your Program access will be put on hold and you will be denied all access to The Leaky Gut Reset System and Facebook group until your account is brought back into good standing. Accounts that move past 75 days past due are sent to external collections to collect the full remaining price of the program.

#### REFUND POLICY:

##### 30-Day Money Back Guarantee

If at any point in your first 30 days of access to The Leaky Gut Reset System you decide that The Leaky Gut Reset System isn't for you, you can request a refund provided you have done the work in the first three modules of content.

Note that no refunds or termination of a payment plan will be accepted after the 30 day money back guarantee window and **you are responsible to remit the full Leaky Gut Reset System enrollment fee.**

The 30 Day period begins the day you get access to log into the WBA site.

#### How To Request For A Refund:

When you email [support@heathercarley.health](mailto:support@heathercarley.health) to request a refund you must provide the following completed work in order for your refund to be accepted.

All completed questionnaires and worksheets in the first three modules (NAQ Questionnaire, Food & Mood Journal for two weeks, Transit Time Test & Stomach Acid Test) must be submitted along with your request for a refund.

If you request a refund without completing the worksheets no refund will be given.

You will receive an email after your work is reviewed letting you know that your refund has been approved.

#### Lifetime Access

After you complete the program, you retain ongoing access to the The Leaky Gut Reset System program content. That means you'll keep all the tutorials, strategies and resources so that you can circle back and refer to them as needed. You'll also have access to program updates and add ons.

Upon completion of the program, you will lose access to The Leaky Gut Reset System Facebook group as well as access to the group coaching calls. Access to ongoing group coaching calls through the Facebook group are available through a monthly membership fee.

**Office Hours/Customer service**

Office hours are Monday through Friday between 9 AM and 5 PM EST. Customer service requests should be sent to [support@heathercarley.health](mailto:support@heathercarley.health). Please allow 48 business hours for a reply.

**Complaints/Communication**

Complaints and concerns should be sent to [support@heathercarley.health](mailto:support@heathercarley.health). Please allow 48 business hours for a reply.

**DISCLAIMER**

To the fullest extent permitted by applicable law, we expressly exclude any liability for any direct, indirect or consequential loss or damage incurred by you or others in connection with our Programs, Products and Services and Program Materials, including without limitation any liability for any accidents, delays, injuries, harm, loss, damage, death, lost profits, personal or business interruptions, misapplication of information, physical or mental distress, condition or issue, physical, mental, emotional, or spiritual injury or harm, loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, loss of goodwill, wasted time and for any other loss or damage of any kind, in law or in equity, however and whether caused by negligence, breach of contract, or otherwise, even if foreseeable. You specifically acknowledge and agree that we are not liable for any defamatory, offensive or illegal conduct of any other program, product, service or Program Materials participant or user, including you.

**Legal and Financial Disclaimer.**

This website is written and produced for informational and educational purposes only. Statements within this site have not been approved by the FDA. Content should not be considered a substitute for professional medical expertise. The reader assumes full responsibility for consulting a qualified health professional before starting a new diet or health program. Please seek professional help regarding any health conditions or concerns. The writer(s) and publisher(s) of this site are not responsible for adverse reactions, effects, or consequences resulting from the use of any recipes or suggestions herein or procedures undertaken hereafter.

Our Programs, Products and Services and Program Materials are written and produced for informational and educational purposes only. Statements within this site have not been approved by the FDA. Content should not be considered a substitute for professional medical expertise. You assume full responsibility for consulting a qualified health professional before starting a new diet or health program. Please seek professional help regarding any health conditions or concerns. The writer(s) and publisher(s) of this site are not responsible for adverse reactions, effects, or consequences resulting from the use of any recipes or suggestions herein or procedures undertaken hereafter. You agree that we are not responsible for adverse reactions, effects, or any other result of any kind that you may have as a result of information

presented to you through our Programs, Products and Services and Program Materials. You are solely responsible for your results.

**Warranties Disclaimer.**

**We make no warranties as to our Programs, Products and Services and Program Materials. You agree that our Programs, Products and Services and Program Materials are provided “as is” and without warranties of any kind either express or implied. To the fullest extent permissible pursuant IN LAW AND IN EQUITY, 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 Programs, Products and Services and Program Materials will be functional, uninterrupted, correct, complete, appropriate, or error-free, that defects will be corrected, or that any part of the website content is 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 our program, product or Services, Program Materials or on third-party websites in terms of their correctness, accuracy, timeliness, reliability, or otherwise.**

**Technology Disclaimer.**

We try to ensure that the availability and delivery of our Programs, Products and Services and Program Materials is uninterrupted and error-free, including our content and communications through methods like our website, member forum, private Facebook groups, email communications, videos, audio recordings, Zoom calls, recorded Zoom calls, webinars, recorded webinars, teleseminars, recorded teleseminars, downloadable MP3 audio files, downloadable PDF printed transcripts, downloadable PDF handouts/slides, handouts, e-books, or any other materials provided by us to you. However, we cannot guarantee that your access will not be suspended or restricted from time to time, including to allow for repairs, maintenance or updates, although of course, we will try to limit the frequency and duration of suspension or restriction. To the fullest extent permitted by law, we will not be liable to you for damages or refunds, or for any other recourse, should our Programs, Products and Services and Program Materials become unavailable or access to them becomes slower incomplete due to any reason such as 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 Programs, Products and Services and Program Materials inaccessible to you.

**Errors and Omissions.**

We make no warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information in our Programs, Products and Services and Program Materials. Every effort has been made to present you with the most accurate, up-to-date information, but we cannot be held responsible or accountable for the accuracy of our content. You acknowledge that such information may contain inaccuracies or errors and we are not liable for any such inaccuracies or errors to the fullest extent permitted by law.

**Force Majeure.**

We shall not be liable for any loss, damage or delay in fulfilling our obligations pursuant to this Agreement caused by or resulting from conditions or causes beyond our reasonable control including but not limited to power outages, riots, fire, flood, explosion, governmental controls or regulations, epidemics or other public health emergencies, civil insurrections, acts of terrorism,

civil or military authority, and inability to obtain necessary supplies and materials or perform our obligations due to such causes.

#### **Links to Other Websites.**

We may provide links and pointers to other websites maintained by third parties that may take you outside of our Programs, Products and Services and Program Materials. These links are provided for your convenience and the inclusion of any link in our Programs, Products and Services and Program Materials to any other website does not imply our endorsement, sponsorship, or approval of that website or of its owner. We assume no responsibility for errors or omissions caused by other websites that may be included in our Programs, Products and Services and Program Materials. We have no control over the contents or functionality at those websites and so we accept no responsibility for any loss, damage, or otherwise that may arise from your use of them and therefore we do not guarantee the accuracy, completeness, or usefulness of any other website or their content.

By purchasing and/or using our Programs, Products and Services and Program Materials in any way or for any reason, you also implicitly agree to our full disclaimer which is contained in these Terms of Use, and which may be found on our website.

#### **AFFILIATES**

From time to time, we may promote, affiliate with, or partner with other individuals or businesses whose programs, products and services align with ours. There may be instances when we promote, market, share or sell programs, products or services for other partners and in exchange we may receive financial compensation or other rewards. NTP Consulting, LLC is highly selective and only promotes the partners whose programs, products and/or services we respect. At the same time, you agree that any such promotion or marketing does not serve as any form of endorsement whatsoever. You are still required to use your own judgment to determine that any such program, product or service is appropriate for you. You are assuming all risks, and you agree that we are not liable in any way for any program, product or service that we may promote, market, share or sell on or through our Website.

#### **Indemnification, Limitation of Liability and Release of Claims Indemnification.**

You agree at all times to defend, indemnify and hold us harmless, as well as any of our agents, contractors, officers, directors, shareholders, employees, joint venture partners, successors, transferees, assignees, and licensees, as applicable, from and against any and all claims, causes of action, damages, liabilities, costs and expenses, including legal fees and expenses on a solicitor client basis, arising out of or related to our Programs, Products and Services and Program Materials, or your breach of any obligation, warranty, representation or covenant set forth in these Terms of Use or in any other agreement with us, to the full extent permitted by applicable law.

#### **Limitation of Liability.**

We will not be held responsible or liable in any way for the information, Products or materials that you request or receive through or on our Programs, Products and Services and Program Materials. We do not assume liability for accidents, delays, injuries, harm, loss, damage, death, lost profits, personal or business interruptions, misapplication of information, physical or mental disease, condition or issue, or otherwise, due to any act or default of anyone or any business,

whether owners, staff, agents, joint venture partners, contractors, vendors, affiliates or otherwise, affiliated with us. We do not assume liability for any owners, staff, agents, joint venture partners, contractors, vendors or otherwise who are engaged in producing or rendering our Programs, Products and Services and Program Materials, or in any way. In the event that you use our Programs, Products and Services and Program Materials or any other information provided by us or affiliated with us, to the extent that is legally permissible under applicable law, we assume no responsibility.

### **Release of Claims.**

In no event will we be liable to any party for any type of direct, indirect, special, incidental, equitable or consequential damages for any use of or reliance on our Programs, Products and Services and Program Materials, and you hereby release us from any and all such claims; including, without limitation, those related to lost profits, personal or business interruptions, personal injuries, accidents, misapplication of information, or any other loss, physical or mental disease, condition or issue, or otherwise, even if we are expressly advised of the possibility of such damages or difficulties, to the fullest extent allowable by applicable law.

### **Your Conduct.**

You are agreeing that you will not use our Website, Programs, Products and Services and Program Materials in any way that causes or is likely to cause the Website, Programs, Products and Services and Program Materials or access to them either 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 us.

You must use the Website, Programs, Products and Services and Program Materials for lawful purposes only. You agree that when using the Website or any of our Programs, Products, Services and Program Materials 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. NTP Consulting, LLC reserves the right to remove individuals from our community in instances of misconduct.

### **Communication Guidelines**

If you have a question or concern about your Programs, Products and Services, Program Materials, you may contact us by email at the email address provided on the last page of these Terms of Use and we will do our best to reply to your question or concern.

### **Purchases and Subscriptions**

If you wish to purchase any of our Programs, Products and Services, Program Materials 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.

### **Authorization and Permission.**



If paying by PayPal, debit card, or credit card, you give us permission to automatically charge your credit card or debit card as payment for your Programs, Products and Services and Program Materials, without any additional authorization, for which you will receive an electronic receipt. Should you be provided with an invoice, you are required to manually pay it by the date due on the invoice, or your Programs, Products and Services and Program Materials will be put on hold and suspended until payment is made.

You agree to only purchase our Programs, Products and Services for yourself or for another person for whom you are legally permitted to do so or for whom you have obtained the express consent to provide their name, address, method of payment, credit card number, and billing information.

You agree to be financially responsible for all purchases made by you or someone acting on your behalf. You agree to use our Programs, Products and Services and Program Materials for legitimate, non-commercial purposes only and not for speculative, false, fraudulent, or illegal purposes.

### **Chargeback Threats, Reversal of Payment, Payment Cancellations, and Actual Chargebacks**

**Since we have a clear and explicit refund policy in these Terms of Use that you have agreed to prior to completing the purchase of any of our Programs, Products and Services and Program Materials, you agree that any type of chargeback threat, reversal of payment, payment cancellation, actual chargeback or claim from your credit card company, PayPal, financial institution, or any other payment service will constitute a breach of these Terms of Use on your part.**

In the event that a chargeback, reversal of payment, or payment cancellation is initiated by you or we receive a chargeback threat, we reserve the right to report the incident to all three credit reporting agencies, or any other entity for inclusion in any chargeback database or for listing as a delinquent account, which could have a negative impact on your credit report score. The information reported will include your name, email address, payment date, payment amount, and billing address. Chargeback abusers wishing to be removed from the database shall make the payment for the amount of the chargeback.

### **Sharing Information with Payment Processing Company.**

All information obtained during your purchase or transaction for our Programs, Products and Services and Program Materials, and all information that you give us is part of the transaction such as your name, address, method of payment, credit card number, and billing information, may be collected both by us and our payment processing company.

Payment processing companies and merchants may have privacy and data collection practices and policies that are different from ours, we have no responsibility or liability for these independent policies of the payment processing companies and merchants. In addition, when you make certain purchases through our Programs, Products and Services and Program Materials, you may be subject to the additional terms and conditions of the payment processing company, merchant, or us that specifically apply to your purchase. For more information

regarding a merchant and any terms and conditions that may apply, visit that merchant's website or contact the merchant directly.

You release us, our payment processing company, and merchants from any damages that you incur, and agree not to assert any claims against us or them arising from your purchase or use of our Programs, Products and Services and Program Materials.

## **CONFIDENTIALITY AND PRIVACY**

**Our Privacy Policy forms part of these Terms of Use and may be found here ([hyperlink to Privacy Policy](#))**

## **Termination**

**You have the right to terminate your use of or participation in our Programs, Products, Services or Program Materials at any time by contacting us IN WRITING, including by e-mail.**

We reserve the right in our sole discretion to refuse or terminate your access to our Website, Programs, Products, Services and Program Materials, in full or in part, at any time, without notice, by sending you an email to the email address you provided to us during registration or enrolment.

In the event of cancellation or termination by either of us, you will have 24 hours to pay any and all remaining payments or balances that are owed to us.

Upon termination by either of us, we reserve the right to immediately refuse or terminate your access to any aspect of our Website, Programs, Products and Services, and/or our Program Materials, including but not limited to our website, private forum, email communications, Facebook groups, Zoom calls, live webinars or conference calls, recordings of any such communications, or any other method of communications related to our Website, Programs, Products, Services and Program Materials at any time without notice and in our sole discretion.

## **Dispute Resolution**

It is hoped that should we ever have any differences, we will be able to work them out amicably through email correspondence and telephone conference calls. However, should we be unable to seek resolution within a reasonable time as determined in our sole discretion, you agree now that the only method of legal dispute resolution that will be used is binding arbitration before a single arbitrator who practices in the state of Florida, selected jointly by us. Before seeking arbitration, you must contact us in writing, and include all of your reasons for dissatisfaction with our Programs, Products, Services or Program Materials. You understand and agree now that the only remedy that can be awarded to you through arbitration is full refund of your payment made to date. No other actions or financial awards of consequential damages, punitive or aggravated damages, or any other type of damages, may be granted to you. We both agree now that the decision of the arbitrator is final and binding and may be entered as a judgment in any court of competent jurisdiction in Florida.

**By using our Website and/or by purchasing our Programs, Products and Services or Program Materials, you are agreeing to a modification of the statute of limitations such that any arbitration must be begun within one (1) year of the date of your email referenced above or you waive the right to seek dispute resolution by arbitration or to take any other legal action against us.**

You also agree that should arbitration take place, it will be held in the City of West Palm Beach, in the State of Florida, United States, as this is where our business is located, and you further agree that the winning party shall be entitled to all reasonable lawyer's fees and all costs necessary to enforce the decision of the arbitrator.

In the event of a dispute between us, you agree to not engage in any conduct or communications, whether in public or in private including but not limited to on social media, either directly or indirectly, designed to disparage us, our company, or any of our Programs, Products and Services or Program Materials. Where requested by law or arbitration, of course, you are not prohibited from sharing your thoughts and opinions as part of the legal process.

### **Governing Law**

These Terms of Use and all contracts and agreements between us shall be construed and interpreted according to the laws and regulations of the province of Ontario and Canada.

### **Survival**

These Terms of Use, including but not limited to all copyright, trademark, and intellectual property rights, disclaimers, limitations of liability, release of claims, and our refund policy will survive the termination of our agreement by either you or by us.

### **ENTIRE AGREEMENT**

These Terms of Use supersede all prior representations, arrangements, negotiations, understandings and agreements between you and us, both written and oral, relating to the Website, Programs, Products, Services or Program Materials which you have purchased from us, and sets forth the entire complete and exclusive agreement and understanding between us. Further neither of us has relied on any representation, arrangement, understanding or agreement (whether written or oral) not expressly set out or referred to in these Terms of Use.

### **SEVERABILITY**

If any provisions in the Agreement are construed by a court of competent jurisdiction to be void or unenforceable for any reason, it shall be deemed to be severed from the Agreement and shall not affect the validity or enforceability of all other provisions in the Agreement, which shall remain in full force.

### **TIME**

Time shall be of the essence in all respects of the Agreement.

### **CONTACTING US**

If you have any questions about any provisions in these Terms of Use, please contact us. Whenever a provision in these Terms of Use states that you are to contact us in writing, we ask that you send an email to [support@heathercarley.health](mailto:support@heathercarley.health).

