

## Hygiea Health & Wellness – 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 defence 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 analyse 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 offences.

## 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@hygieahealthwellness.com](mailto:support@hygieahealthwellness.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 Hygiea Health & Wellness.

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 Hygiea Health & Wellness, 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 November 1, 2021.

## 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@hygieahealthwellness.com](mailto:support@hygieahealthwellness.com)

## Hygiea Health & Wellness – TERMS AND CONDITIONS

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE  
CAREFULLY BEFORE USING THIS WEBSITE.

All users of this site agree that access to and use of this site is subject to the following terms and conditions and other applicable law. If you do not agree to these terms and conditions, please do not use this site.

## 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 the state of New Hampshire and other copyright laws, and is the property of Hygiea Health & Wellness. The collective work includes works that are licensed to Hygiea Health & Wellness, 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 Hygiea Health & Wellness, or purchasing products from Hygiea Health & Wellness.

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 Hygiea Health & Wellness or to purchase Hygiea Health & Wellness 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 Hygiea Health & Wellness. You further agree not to change or delete any proprietary notices from materials downloaded from the Website.

## TRADEMARKS

All trademarks, service marks and trade names of Hygiea Health & Wellness used on the Website are trademarks or registered trademarks of Hygiea Health & Wellness.

## 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, Hygeia Health & Wellness disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement. Hygeia Health & Wellness 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. Hygeia Health & Wellness 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

Hygeia Health & Wellness 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 Hygeia Health & Wellness 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.

## 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.

## NOT LEGAL OR FINANCIAL ADVICE

Hygeia Health & Wellness, and its associates, employees and consultants are not attorneys, accountants or financial advisors, nor are we holding ourselves out to be. The information contained in this Website is not intended to be a substitute for legal or financial advice that can be provided by your own

attorney, accountant, and/or financial advisor. Although care has been taken in preparing the information provided to you, we cannot be held responsible for any errors or omissions, and I accept no liability whatsoever for any loss or damage you may incur. Always seek financial and/or legal counsel relating to your specific circumstances as needed for any and all questions and concerns you now have, or may have in the future. You agree that the information on our Website is not legal or financial advice.

## 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 Hygiea Health & Wellness for any illegal or unauthorized purpose. In addition to the laws of New Hampshire 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.

Hygiea Health & Wellness reserves the right to remove individuals from our community in instances of misconduct.

## NO GUARANTEES

Hygiea Health & Wellness 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. Hygiea Health & Wellness 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.

## 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.

## EARNINGS DISCLAIMER

Any earnings, income statements or examples shown through our Website are only estimates of what might be possible now or in the future. There can be no assurance as to any particular financial outcome based on the use of our Website. You agree that Cathy Sharpe or Hygiea Health & Wellness are not responsible for your earnings, the success or failure of your personal or

business decisions, the increase or decrease of your finances or income level, or any other result of any kind that you may have as a result of information presented to you through our Website. You are solely responsible for your results.

## INDEMNIFICATION AND RELEASE OF CLAIMS

You hereby fully and completely hold harmless, indemnify and release Hygiea Health & Wellness 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, the information may inadvertently contain inaccuracies or typographical errors. You agree that Hygiea Health & Wellness 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 Cathy Sharpe in any way. Because scientific, technology and business practices are constantly evolving, you agree that Hygiea Health & Wellness is not responsible for the accuracy of our Website, or for any errors or omissions that may occur.

## 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. Hygiea Health & Wellness is merely sharing information for your own self-help. Hygiea Health & Wellness 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.

## AFFILIATES

From time to time, we may promote, affiliate with, or partner with other individuals or businesses whose programs, products and services align with mine. 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. Hygiea Health & Wellness 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 Hygiea Health & Wellness is not liable in any way for any program, product or service that I may promote, market, share or sell on or through our Website.

## VARIATION

Hygiea Health & Wellness 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

Hygiea Health & Wellness 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

Hygiea Health & Wellness. Please let us know if you have any complaints, questions or comments at [support@hygieahealthwellness.com](mailto:support@hygieahealthwellness.com)

Our office customer service reps are available Monday - Friday 9am-5pm EST. We will do our best to respond to all emails within one business day.

## 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 Hygiea Health & Wellness 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@hygieahealthwellness.com](mailto:support@hygieahealthwellness.com)

## ON-GOING ACCESS

You'll retain lifetime access to all the program content you've purchased not including any updates or add-ons to said purchased program. You will also retain access to the closed Facebook Group as long as you continue to abide by the group rules.

Access to continued or on-going coaching will not continue past your program end date. However, you are encouraged to continue participating in the closed Facebook Group for added encouragement and support. Please also refer to the "DISCOUNTS" section regarding additional options for other Hygiea programs and 1:1 coaching options.



## OFFICE HOURS/CUSTOMER SERVICE

If you have questions regarding any customer service related issue including all financial questions please email customer service at [support@hygieahealthwellness.com](mailto:support@hygieahealthwellness.com)

Our office customer service reps are available Monday - Friday 9am-5pm EST. We will do our best to respond to all emails within one business day.

## DISCOUNTS

Hygiea is happy to offer discounts for returning clients and referrals! The stipulations for qualified discounts are as follows:

- Upon completion of any paid Hygiea Health & Wellness program, you qualify for a 15% discount on additional Hygiea Health & Wellness programs.
- Should you choose to work with Cathy Sharpe 1:1 after your program has ended you can receive a 15% off of the total of the contract length agreed upon.
- Referring a friend or family member will earn you and your referral a 15% discount on services or programs.

## GUARANTEE/REFUND

All contracts are binding. I do not offer refunds on any services. I am here to coach you to your highest level of success, and part of that is requiring a commitment from you that you are fully invested in your coaching package. When refunds are an option, you can have “one foot in” the work, and “one foot out” the door. It is to YOUR benefit to decide **BEFORE** purchasing your package and committing to work with me that I am the right coach for you. If you're in, you need to be 100% in, just as I will be for you.

Should you need to reschedule a coaching session, you may do so by providing 48 hours' notice in advance of your session and making up the session within a week of the originally scheduled date. Sessions not cancelled 48 hours in advance will not be eligible for make-ups. It is important that you prioritize this work to receive the full benefit of your coaching package.

We cannot and do not guarantee that you will attain a particular result, and you accept and understand that results differ for each individual. We also expressly disclaim responsibility in any way for the choices, actions, results, use or non-use of the information provided or obtained through any of our Programs, Products or Services that they purchase directly from you. *THE INFORMATION IN THE PROGRAMS, PRODUCTS AND SERVICES OFFERED ON OR THROUGH OUR WEBSITE AND ANY THIRD-PARTY WEBSITES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. WE MAKE NO WARRANTY OF ANY KIND, IMPLIED OR EXPRESS, AS TO THE ACCURACY, COMPLETENESS OR APPROPRIATENESS OF OUR PROGRAM, PRODUCT OR SERVICE FOR ANY PURPOSE. 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 PROGRAM, PRODUCT OR SERVICE OR ANY OF ITS FUNCTIONS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY PART OF THIS PROGRAM, PRODUCT OR SERVICE 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 PROGRAM, PRODUCT OR SERVICE MATERIALS OR ON THIRD PARTY WEBSITES IN TERMS OF THEIR CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY OR OTHERWISE.* To the fullest extent permitted by law, we expressly exclude any liability for any direct, indirect or consequential loss or damage incurred by you or your clients in connection with this Program, Product or Service, including by your use or inability to use any information obtained on or through the Program, Product or Service, any websites linked thereto, and/or any material posted on the Website, private Facebook group page, or in any other way through the Program, Product or Service by us or by others, including without limitation any liability for any accidents, delays, injuries, loss, damage, death, lost profits, personal or business interruptions, misapplication of information, physical or mental disease, condition or issue, physical, mental, emotional, or spiritual injury or harm, loss of income or revenue, loss of business, loss of profits or contracts, anticipated savings, loss of data, loss of goodwill, wasted time and for any other loss or damage of any kind, however and whether caused by negligence, breach of contract, or otherwise, even if foreseeable.

## DECLINE PAYMENT

By entering into a payment plan with Hygiea Health & Wellness, you agree to pay the full amount of the agreed upon price of the program. Should your payment on file decline the following will take place:

- Email #1: We will send you a courtesy email immediately upon decline with a three-day deadline to allow you to correct the payment issue.
- Email #2: If on the third day your account is not up to date you will be withdrawn from the program until the account is brought up to date.
- You will receive continued emails on a weekly basis (including phone calls)
- Your account will be handed over to a third party collection agency after thirty days.
- You will be removed from *all applicable program access* including the Facebook Group and will not be permitted to enter into a payment plan with Hygiea Health & Wellness until that account is resolved.

## TERMINATION

Online Commerce If paying by PayPal or credit card, you give us permission and authorization to automatically charge your credit or debit card as payment for your Program for which you will receive an electronic receipt. For any installment payment, you give us permission to automatically charge your credit or debit card at the time it is due without any additional authorization. In the event that payment is not received by the due date, whether paying in full or by installment, you will have forty-eight (48) hours to make the payment otherwise the Program, Product or Service will not continue. If you fail to make payment in a timely manner in accordance with these Terms and Conditions or voluntarily decide to withdraw from our Program, Product or Service at any time or for any reason whatsoever, you still will remain fully responsible for the full cost of the Program, Product and/or Service. When you purchase this Program, Product or Service, the information provided and obtained as part of the transaction, such as your credit card

number and contact information, may be collected by both the third-party merchant and by us. You agree to be financially responsible for all purchases made by you. You agree to purchase and use the Program, Product or Service for legitimate, personal 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 us or them, arising from your purchase or use of this Program, Hygiea Health & Wellness. All rights reserved. You agree to only purchase this Program, Product or Service for yourself or for another person for whom you are legally permitted to do so.

## MEDICAL DISCLAIMER

The information shared during this program is for general purposes only and has not been reviewed by the FDA. The information is not intended to treat, cure or prevent any disease or medical conditions. I am not a licensed nutritionist, registered dietician or medical professional.

You should seek the care of your doctor before starting a new exercise routine or before changing dietary or lifestyle habits. Only you and your doctor can determine what course of action is best for you and your particular needs. As a Licensee, you agree that you are using your own judgment in using the information provided on and through this Program, Product or Service, which is done at your own risk. You also agree to our full Disclaimer on our Website. Your use of any information or materials through our Programs, Products or Services accessible on or through this Website or otherwise is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to discern the risks of using any of our Programs, Products or Services. You assume responsibility for your choices, actions, use or nonuse of any of the information in our Programs, Products and Services, and you acknowledge that you are using, or not using, a Program, Product or Service at your own risk. We explicitly state that the information provided to you in our Programs, Products, or Services are not diagnosing or treating a physical or mental health problem or disease, or prescribing medication, or other treatment in any way whatsoever. We are not, and we are not holding ourselves out as, a doctor, medical health practitioner, psychologist, therapist, licensed

nutritionist, registered dietician, financial consultant, or religious clergy member, and we make no claims in this regard. Nothing contained in the Program, Product or Service is intended to be a substitute for the medical diagnosis or treatment that can be provided by your physician, mental health provider, or other qualified healthcare professional. You always should seek the advice of your physician, mental health provider, or other qualified healthcare provider regarding any specific medical condition pertaining to you. You acknowledge that we have not and do not make any representations as to the health physical, mental, emotional, and spiritual or health benefits, as a result of your participation in this Program, Product or Service.