



# Privacy Policy | Terms & Conditions for The IBS Recovery Program

*Howe Well* is operated and owned by Stacy M. Howe. All references to *Howe Well* in this document pertain to the business and its owner, Stacy M. Howe.

## **Eligibility Requirements for *The IBS Recovery Program*:**

*The IBS Recovery Program* is specifically tailored for English-speaking adults in Canada and the United States who are ready to take charge of their gut health and work toward an IBS symptom-free life. Important Note: This program is not recommended for individuals who are pregnant, nursing, or planning to conceive.

## **On-boarding Policy:**

As part of your on-boarding for *The IBS Recovery Program*, we ask that you carefully review, understand, and voluntarily sign this *Privacy Policy | Terms & Conditions*. Completing this step unlocks access to the program's exclusive content hub, where you'll embark on a transformative twelve (12) week healing journey. Through practical, easy-to-follow modules specifically designed for IBS recovery, you'll gain the tools and confidence you need to help build a healthy lifestyle that supports proper gut health, leading to an IBS symptom-free life.

## **Refund Policy:**

After the purchase of *The IBS Recovery Program* is complete, there are no refunds provided. All payments must be made according to the payment schedule.

## **Lifetime or Ongoing Access Policy:**

You have ongoing access to *The IBS Recovery Program* content hub. That means that after your program timeframe is complete, you will retain access to the content hub for as long as the hub remains available. After your program timeframe is complete, you will be removed from the program Facebook group, and accountability check-in sessions will no longer be available.

## **Payment Policy for *The IBS Recovery Program*:**

To enrol in *The IBS Recovery Program*, a valid credit card is required. The program fee is \$1997 USD if paid in full, or you may choose our three (3) month payment plan at \$737 USD per month. By paying in full during the onboarding call, you save 10% compared to the payment plan option.

### **Commitment to Full Program Fee:**

By enrolling in *The IBS Recovery Program*, you are committing to the full program fee of \$1997 USD, regardless of your participation level or completion status. Clients who opt for the payment plan are equally responsible for paying the total program cost in its entirety.

### **Monthly Payment Plan Terms:**

If you select the monthly payment plan:

- The first installment of \$737 USD will be charged during or immediately after your onboarding call.
- Subsequent payments will be automatically processed on the same date each month for three (3) consecutive months.
- Your credit card information must remain valid and up-to-date throughout the payment plan period.
- Failure to complete your monthly payments will result in denied access to the content hub, accountability check-in sessions, and all program resources.

### **Payment Processing and Security:**

All payments are securely processed through our checkout system, powered by *Stripe*. Your credit card information is protected by Secure Socket Layer (SSL) technology and encrypted within our databases to ensure your privacy and security. *Stripe* will securely store your credit card information to automatically process each payment plan installment.

### **Acknowledgment of Terms:**

By enrolling in *The IBS Recovery Program*, you acknowledge and agree to these payment Terms, including the commitment to pay the total program fee of \$1997 USD, either in full or through the monthly payment plan. Failure to adhere to these Terms may result in restricted access to the program and additional action to recover outstanding balances.

### **Declined Payment Policy:**

If a payment is declined, you have five (5) business days to resolve it to maintain access to *The IBS Recovery Program*. Unresolved payments will result in suspended access to all program resources and may be referred to a collections agency, with a 30% recovery fee. By enrolling, you accept these Terms, including potential collection fees.

### **Facebook Group Accountability Check-in Sessions and Replays:**

You will be encouraged to participate in live weekly accountability check-in sessions within *The IBS Recovery Program* Facebook group. The weekly accountability check-in sessions are designed to help keep you on track, provide ongoing support throughout your time in the program, and be available for replay if you miss a session.

In the Facebook group 'Events' tab, you will find our weekly group accountability check-in session calendar. Make sure to RSVP "yes" to get the weekly reminders. Every Monday, the day before each live accountability check-in session, a weekly Facebook post will be published. You can post your questions in the comments ahead of time. This way, even if you're unable to attend the check-in session live, your questions will still be answered.

After each session, you can also access the replay videos in the Facebook group 'Media' tab, which are organized by month.

If Stacy Howe of *Howe Well* is unable to host a live weekly accountability check-in session, respond to business e-mails, or address group Facebook comments or messages, she reserves the right to appoint a substitute facilitator or facilitators.

Please be aware that confidentiality cannot be guaranteed in our Facebook group or on any online platform we may use, including *Zoom*.

Please note that the following types of comments or messages are prohibited within the Facebook group and will be removed and flagged:

- Promotion of products or services, or the solicitation of customers or clients.
- Offering unauthorized medical advice (regardless of professional designation).
- Negative or disruptive comments.
- Disparaging remarks about *Howe Well*, our website content hub, products, services, affiliates, or anything that may pertain to our *Privacy Policy | Terms & Conditions*.
- Any slander directed at another program participant or *Howe Well* team members.

By using our Websites or by accessing *The IBS Recovery Program*, you acknowledge and agree to all parts of the above Disclaimer. If you have any questions, please contact us at: [info@howewell.com](mailto:info@howewell.com).

Thank you for helping us maintain a supportive and respectful environment for all program client participants.

### **Final Wrap-Up 1:1 Accountability Check-in Session Cancellation, Reschedule and No Show Policy:**

*The IBS Recovery Program* includes a single final wrap-up 1:1 accountability check-in session, which serves as an opportunity to review your progress and discuss options for continued support. One (1) business day notice is required to cancel or reschedule this session. Emergencies will be considered on a case-by-case basis. If you miss your scheduled session without prior notice, you will be granted one (1) opportunity to reschedule. Failure to attend the rescheduled session will result in forfeiture of the session, and no further opportunities to rebook will be provided.

### **Hours of Operation:**

*Howe Well* offers the following hours of operation: Monday through Thursday, from 10:00 AM to 4:00 PM [Eastern Time] ET. We aim to respond to all communications within one (1) business day during our regular scheduled business hours, including responses within *The IBS Recovery Program* Facebook group. Please be aware that response times may be affected by statutory holidays or occasional periods of closure.

## Privacy Policy

This section outlines our practices for collecting, using, and protecting your personal data.

### 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.

Like many websites, we use cookies to enhance your experience and gather information about visitors and visits to our Websites. As you browse our sites, advertising cookies will be placed on your computer so that we can understand what you are most interested in. We also retain information about individual sales transactions for record-keeping purposes.

For more details on how we use cookies, please refer to the "How Do We Use Your Information?" section below.

### 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, become a member, respond to a survey or marketing communication, surf our Websites, or use certain other site features in the following ways:

- To personalize your site experience and to allow us to deliver the type of holistic, natural, homeopathic content and product offerings in which you are most interested.
- To help us respond more effectively to your service requests.
- To quickly process your transactions.
- To manage and facilitate contests, promotions, surveys, or other site features.
- If you have chosen to 'opt-in' for our e-mail newsletter or free e-book reports, you will receive educational and promotional e-mails from us.

If you have not opted-in to receive e-mail newsletters, you will not receive these e-mails. 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 e-mail list and receive e-mail communications from us.

If you would no longer like to receive promotional e-mails from us, please refer to the 'How Can You Opt-Out, Remove, or Modify Information You Have Provided to Us?' section below.

## **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 only to be accessed as stated above.

Additionally, we adhere to federal and provincial laws and take stringent measures to prevent data breaches and unauthorized access, ensuring your information is secure. For clients in the USA, *Howe Well* complies with U.S. data protection regulations and copyright laws. Data shared may be subject to both Canadian and U.S. legal standards.

## **Do We Disclose the Information We Collect to Outside Parties?**

We do not sell, trade, or otherwise share your personally identifiable information with third parties without prior notice, except in the specific circumstances detailed below. This excludes our Websites hosting partners and trusted service providers who assist in operating our Website, conducting our business, or serving you, as they are legally bound to protect your information.

We may disclose your information when required to comply with legal obligations, enforce our *Privacy Policy / Terms & Conditions*, to protect our rights, property or safety, as well as the rights and safety of our program client participants or *Howe Well* staff members. Additionally, we may share your non-personally identifiable information with third parties for purposes such as marketing, promotion, advertising, or other business functions. We are committed to transparency in our data-sharing practices with third parties, and can provide specific examples when legally necessary.

## **How Can You Opt-Out, Remove, or Modify Information You Have Provided to Us?**

To modify your e-mail subscriptions, you can find an unsubscribe link at the bottom of each e-mail. Please note that due to e-mail production schedules, you may still receive e-mails which are already in production. Please note that we may still maintain information about your individual sales transactions in order to service those transactions, and keep records for record keeping purposes. Additionally, if you require any of your personal identifiable information to be removed or modified, please e-mail us: [info@howewell.com](mailto:info@howewell.com).

## **Third-Party Links:**

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

## Changes to Our Privacy Policy:

If we decide to amend our *Privacy Policy*, the revised Terms will be posted here. Any changes will apply exclusively to information collected after the date of the amendment. This policy was last amended on January 16th, 2025.

## Questions and Feedback:

We welcome your questions, comments and concerns. Please send us any and all feedback pertaining to privacy, or any other issue to e-mail: [info@howewell.com](mailto:info@howewell.com).

## Online Policy Only:

This online *Privacy Policy* applies only to information collected through our websites or Facebook group, and not to information collected offline.

## TERMS & CONDITIONS POLICY

PLEASE READ THE FOLLOWING TERMS & CONDITIONS ("TERMS") CAREFULLY BEFORE USING ANY WEBSITES ASSOCIATED WITH *HOWE WELL*. By accessing or using these Websites, you acknowledge and agree that your use is solely for personal purposes and is governed by these Terms, as well as all applicable laws and regulations. If you do not agree to these Terms, you are prohibited from accessing or using the Websites.

## TERMS & CONDITIONS

The Website Standard *Terms & 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 these Websites and by using these Websites, you expressly accept all *Terms & Conditions* contained herein in full. You must not use these Websites, if you have any objection to any of these Website Standard *Terms & Conditions*.

## COPYRIGHT

The entire content included in these Websites, including text, audio, graphics, visuals, media, or code, is protected under Canadian and other copyright laws, and is the property of *Howe Well*. You are not permitted to copy, adapt, create derivative works from, or claim ownership of any of our Websites or programs — including *The IBS Recovery Program* — or any content within the program's content hub or *The IBS Recovery Program* Facebook group. This content remains the property of *Howe Well*, and may not be represented as your own or as if you were the original creator. For clients in the USA, *Howe Well* complies with U.S. data protection regulations and copyright laws. Data shared may be subject to both Canadian and U.S. legal standards. This collective work includes licensed materials. ©*Howe Well* 2024 & beyond. ALL RIGHTS RESERVED.

You may display (subject to any expressly stated restrictions or limitations relating to specific material), download or print portions of the material from the different areas of these Websites solely for your own non-commercial use, or to place an order with *Howe Well* or to purchase *Howe Well* products. Any other use, including but not limited to the reproduction, distribution, display or transmission of the content of these Websites is strictly prohibited, unless authorized by *Howe Well*.



You further agree not to change or delete any proprietary notices from materials downloaded from the Websites.

## **TRADEMARKS**

All trademarks, service marks, and trade names of *Howe Well* used on our Websites or program links are trademarks or registered trademarks of *Howe Well*.

## **WARRANTY AND MEDICAL DISCLAIMER**

This Website and the materials and products on this Website are provided “as is” and without warranties of any kind, whether expressed or implied. To the fullest extent permissible pursuant to applicable law, *Howe Well* disclaims all warranties, expressed or implied, including but not limited to, implied warranties of merchantability for a particular purpose, and non-infringement. *Howe Well* does not represent or warrant that the functions contained in the Websites will be uninterrupted or error-free, that the defects will be corrected, or that these Websites or the server that makes the Websites available, are free of viruses or other harmful components. *Howe Well* does not make any warranties or representations regarding the use of the materials on these Websites or in the program’s Facebook group, in terms of their correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise.

The Sites Do Not Provide Medical Advice. The contents of the *Howe Well* Websites, such as text, graphics, images, programs, information obtained from *Howe Well*, and any other material contained on the *Howe Well* Site (“Content”) are for informational purposes only. The Content is not intended to be a substitute for professional medical advice, diagnosis or treatment. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something you read on any *Howe Well* Website.

Please be advised that use of our Websites or participation as a client in *The IBS Recovery Program* does not create nor establish a patient-practitioner relationship at any time.

Always consult with your physician or another qualified healthcare provider regarding any questions about a specific medical condition or medications you are taking. Furthermore, it is your responsibility to be aware of any potential allergies. *Howe Well* is not liable for any allergic reactions related to foods, homeopathic remedies, supplements, skin or body care products, or anything else we may recommend or suggest to clients at any time. We strongly encourage you to read all ingredient labels carefully to make informed decisions about what is best for your health.

## **LIMITATION OF LIABILITY**

*Howe Well* 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 suggested products, even if *Howe Well* 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 these Websites are for educational and informational purposes only, and solely as a self-help tool for your own use.

## **PERSONAL RESPONSIBILITY**

You aim to accurately represent the information provided to us on or through our Websites. You acknowledge that you are participating voluntarily in using our Websites 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 these Websites, and you agree to use your own judgment and due diligence before implementing any idea, suggestion or recommendation from our Websites to your life, family or business.

## **CODE OF CONDUCT**

By accessing any Websites associated with *Howe Well* or participating in *The IBS Recovery Program*, you agree to comply with this legally binding *Code of Conduct*. Your use of these Websites and programs must adhere to all applicable laws, including but not limited to the laws of Ontario, Canada, the United States of America, and any relevant local, provincial, state, and international regulations. Any unlawful or unauthorized use of *Howe Well* Websites or programs is strictly prohibited. This includes, but is not limited to, activities that disrupt, disable, overburden, or impair Website functionality, or interfere with others' use and enjoyment of the Websites.

You are solely responsible for your conduct and communications while using *Howe Well* platforms, including *The IBS Recovery Program* Facebook group. You agree not to post, share, or upload content that is defamatory, harmful, obscene, promotional, false, or otherwise inappropriate. Actions that violate the legal rights of others, such as privacy, publicity, or intellectual property rights, are prohibited.

Additionally, you are strictly forbidden from uploading or distributing harmful files, malicious content, or dangerous materials. *Howe Well* reserves the right, at its sole discretion, to remove any individual from *The IBS Recovery Program* community or revoke access to its Websites, programs, or related services for any misconduct, including violations of this *Code of Conduct*. Such actions may occur at any time and without prior notice.

By using *Howe Well* Websites and participating in *The IBS Recovery Program*, you agree to abide by this *Code of Conduct*, ensuring a safe and positive experience for all participating clients.

Failure to comply with these Terms may result in immediate termination of access and may subject you to legal action.



## **NO GUARANTEES AND PROGRAM SUCCESS DISCLAIMER**

*Howe Well* is committed to supporting and assisting you in reaching your own goals, but your success depends primarily on your own effort, motivation, commitment, and follow-through. *Howe Well* cannot predict and does not guarantee that you will attain any particular result, and you accept and understand that results differ for each individual. Each client's results depend on their 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 provided on or through our Website.

By participating in *The IBS Recovery Program*, you acknowledge and agree that *Howe Well* cannot ensure any specific outcome or result from your participation in the program or the use of the information provided. The program content and resources are intended to support your personal journey, but success stories or examples shared in materials, advertisements or social media, are illustrative only and do not guarantee similar results. Your results may be influenced by factors such as your unique circumstances, adherence to dietary recommendations, appropriate use of suggested homeopathic remedies, engagement in the program Facebook group, and completion of all modules and action tasks.

*Howe Well* is not responsible for the success or failure of your personal decisions or any outcomes arising from the use of information provided on its Website or within *The IBS Recovery Program*. You acknowledge that ultimate responsibility for your success rests solely with you.

## **PURCHASES AND SUBSCRIPTIONS**

If you wish to purchase any product or service made available through the Website ("Purchase"), you will be required to supply certain information relevant to your Purchase. This may include, but is not limited to, your name, phone number, e-mail address, physical address, credit card information, shipping and billing addresses, and your geographic location.

Please view our *Privacy Policy* for more information on how we collect, use, and protect your personal information. Some parts of *The IBS Recovery Program* may be billed on a payment plan basis. You will be billed in advance on a recurring basis as per the payment plan agreement. By completing a Purchase, subscription, or membership associated with *Howe Well* or its affiliates, including but not limited to *Amazon*, *Full Script*, and *Santevia*, you confirm that you have reviewed and accept all Terms & Conditions, including but not limited to those related to billing, refunds, and proper access to products or services.

We prioritize your privacy and security. For a detailed understanding of how your information is collected, used, and protected, please review our *Privacy Policy* under the section titled "How Do We Use Your Information?" Additionally, all Purchases, whether for digital or physical products, are subject to the *Terms & Conditions* outlined on our Website and within the program content hub. By providing payment information, you authorize *Howe Well* and its designated third-party processors to charge the specified amounts under the Terms of your selected payment plan or subscription. You are responsible for ensuring that your payment information is current, complete, and accurate throughout the duration of your payment plan or subscription (if applicable).

Any missed or declined payments may result in the suspension or termination of your access to *The IBS Recovery Program* content hub, Facebook group, or any related services until the account is brought into good standing. *Howe Well* reserves the right to cancel or refuse any order, service, subscription, or membership at its sole discretion, including but not limited to situations involving suspected fraud, unauthorized use, or violation of these Terms. *Howe Well* does not offer refunds. By completing a Purchase, you acknowledge and agree to these legally binding Terms.

## **INDEMNIFICATION AND RELEASE OF CLAIMS**

You hereby fully and completely hold harmless, indemnify, defend, and release *Howe Well*, Stacy M. Howe, and any of its agents, consultants, affiliates, team members, joint venture partners, employees, independent contractors, subcontractors, shareholders, directors, staff, substitute facilitators, practitioners, or anyone otherwise affiliated with *Howe Well*, from any and all causes of action, allegations, suits, claims, damages, demands, losses, costs, expenses, or obligations of any kind whatsoever, in law or equity, that may arise in the past, present, or future, directly or indirectly, from your participation in *The IBS Recovery Program* or use of *Howe Well* Websites.

This release applies to all claims, known or unknown, including but not limited to those relating to alleged malpractice, negligence, personal injury, property damage, financial loss, or any other form of harm or loss.

By agreeing to these Terms, you expressly acknowledge and accept that you are waiving any and all rights to pursue legal action against Stacy M. Howe, *Howe Well*, or any affiliated parties for claims related to your enrolment, involvement, or participation in *The IBS Recovery Program*, or use of the Websites. This indemnification ensures that you are solely responsible for your decisions, actions, and any resulting outcomes related to your engagement with *Howe Well* and its programs, products or services.

## **ERRORS AND OMISSIONS**

Although every effort is made to ensure the accuracy of information shared on or through these Websites, the information may inadvertently contain inaccuracies or typographical errors. You agree that *Howe Well* is not responsible for the views, opinions, or accuracy of facts referenced on or through the Websites or by any individual or company affiliated with *Howe Well* in any way. Because scientific, technological, and business practices are constantly evolving, you agree that *Howe Well* is not responsible for the ongoing accuracy, completeness, or timeliness of the information provided on our Websites or within *The IBS Recovery Program* content hub.

By using our Websites or accessing *The IBS Recovery Program* content hub, you acknowledge and accept that *Howe Well* is not liable for any inaccuracies, errors, omissions, or outdated information. You further agree that it is your responsibility to verify any information provided and to consult with qualified professionals when necessary for decisions related to your health, finances, or other personal matters.

## **NO ENDORSEMENT**

References or links on our Websites to the information, opinions, advice, programs, products, or services of any other individual, business, or entity do not constitute a formal endorsement by *Howe Well*, and are provided solely for your self-help and informational purposes. *Howe Well* is not responsible for the content, blogs, e-mails, videos, social media, programs, products, or services of any other person, business, or entity that may be linked or referenced on our Websites. Conversely, should our Websites, programs, products or services be linked or referenced on another individual's, business's, or entity's Websites, programs, products, or services, this does not constitute an endorsement by *Howe Well* of them, their business, or their Website.

Additionally, any references or links provided on our Websites are for convenience and informational purposes only, and *Howe Well* makes no guarantees as to the accuracy, relevance, timeliness, or completeness of any external content. You agree that *Howe Well* is not liable for any loss, damage, or consequences resulting from your reliance on third-party content or resources linked or referenced through our Websites. All use of such external content is strictly at your own risk, and you are encouraged to perform your own due diligence and seek professional advice as necessary.

## **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, *Howe Well* may receive financial compensation or other rewards.

*Howe Well* 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 *Howe Well* 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. It is your sole responsibility to evaluate and determine whether any affiliate program, product, or service is suitable for your needs.

By voluntarily engaging with any recommended affiliate offerings, you assume all associated risks. *Howe Well* makes no guarantees, representations, or warranties, express or implied, regarding the effectiveness, quality, or suitability of any affiliate offerings.

You further agree that *Howe Well* is not responsible for any outcomes, issues, or consequences arising from your participation in or purchase of these programs, products, or services, including but not limited to any financial loss, dissatisfaction, or claims of harm.

## **VARIATION**

*Howe Well* shall have the right, in its absolute discretion, at any time and without prior notice, to amend, remove, or vary the services, products, or any page of our Websites, as well as any information, materials, products, or services offered through *The IBS Recovery Program* content hub or other platforms.

## **COMPLAINTS**

*Howe Well* offers support through a complaints handling procedure designed to resolve disputes as they arise, aiming for mutually agreeable solutions between the program participant and *Howe Well*. If you have any complaints or comments regarding our Website or *The IBS Recovery Program*, please contact us at: [info@howewell.com](mailto:info@howewell.com).

## **SEVERABILITY**

If any provision of these Terms is found to be unenforceable or invalid under applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole. The unenforceable or invalid provision shall be modified or removed to the minimum extent necessary to comply with applicable law, and the remaining provisions shall continue to remain in full force and effect.

By accessing the Website or participating in *The IBS Recovery Program*, you agree to these Terms and acknowledge that any modifications, variations, or updates to the services, content, or policies shall be binding upon you. It is your responsibility to review these Terms periodically for any changes.

## **ENTIRE AGREEMENT**

These Terms, along with any legal notices and disclaimers on our websites, constitute the entire agreement between you and *Howe Well*, concerning your use of our Websites and participation in *The IBS Recovery Program*. This agreement supersedes all prior agreements, understandings or representations, whether written or oral.

By using our Websites and accessing *The IBS Recovery Program*, you acknowledge and agree to all aspects of the above Disclaimer. If you have any questions about this Disclaimer, please email: [info@howewell.com](mailto:info@howewell.com).

## **MEDICAL DISCLAIMER**

### **DISCLAIMER: THIS CONTENT DOES NOT PROVIDE MEDICAL ADVICE.**

The information, including but not limited to text, video, audio, graphics, live video, comments ("CONTENT"), and any other material contained on this site is for informational purposes only. No CONTENT published or verbally provided is intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your medical professional or qualified healthcare provider with any questions you may have regarding a medical condition or treatment and before undertaking a new healthcare regimen. Never disregard professional medical advice or delay in seeking it because of something you read any *Howe Well* Website (or affiliate websites).

*The IBS Recovery Program* is intended solely for educational purposes, offering content and accountability check-in sessions to support the management of Irritable Bowel Syndrome (IBS) symptoms through holistic, natural, and homeopathic methods. This program does not provide individualized homeopathic medical care or direct consulting services. While Stacy M. Howe of *Howe Well* is a Registered Homeopathic Practitioner and Nurse, participation in this program does not establish a practitioner-patient relationship. The program's educational content and accountability check-in sessions are not a substitute for individualized professional medical care or treatment.

Clients are encouraged to engage actively in educational modules, learning lessons, action tasks, and group accountability check-ins, which provide access to resources supporting gut health and overall well-being. These resources include dietary recommendations, guides, charts, supplement suggestions, recommended homeopathic remedies, and other holistic health practices. Participation is generally safe; however, dietary, remedy, and lifestyle changes may carry certain risks. *Howe Well* strongly advises consulting with your healthcare provider for personalized guidance before making any significant health decisions, including dietary, supplement, or remedy use. Clients should exercise caution regarding allergies and potential adverse reactions to foods, supplements, remedies, or natural products, including skin and body care products suggested within *The IBS Recovery Program*. Always review ingredient labels carefully, as *Howe Well* is not liable for any adverse effects resulting from the use of these products, or any recommendations provided in the program.

## **CONFIDENTIALITY POLICY**

At *Howe Well*, we are dedicated to upholding the highest standards of privacy and confidentiality in protecting your personal information. We recognize the importance of safeguarding the data you provide during your interactions with our Websites, services, or participation in *The IBS Recovery Program*. Our practices comply with all relevant federal and provincial privacy laws in Canada. For clients in the United States, *Howe Well* adheres to U.S. privacy and confidentiality regulations. Data shared may be subject to both Canadian and U.S. legal requirements. Please note that platforms like *Facebook* and *Zoom* are not privacy compliant, and confidentiality cannot be guaranteed on any online platform we currently use or may use into the future.

## **FRIENDS AND FAMILY DISCOUNT AND REFERRAL POLICY**

While we sincerely value referrals, we do not offer monetary compensation or discounts for referring friends or family members at this time.

## **TESTIMONIAL AND USE OF TESTIMONIAL POLICY**

By voluntarily selecting "yes" on our 'Wins & Reflections Form' at the conclusion of *The IBS Recovery Program*, you grant *Howe Well* permission to use your testimonial for promotional purposes. You therefore understand that *Howe Well* may make necessary adjustments to your testimonial, such as correcting spelling errors, blurring backgrounds, or obscuring your face to protect your privacy and ensure the testimonial is suitable for promotional use.

## DISCOUNT POLICY

*Howe Well* offers discounts exclusively during designated promotional or sale periods. Once these periods have concluded, discounts will no longer be available. Please be aware that certain conditions may apply to these offers.

## CHANGES TO OUR TERMS & CONDITIONS

If we decide to amend our *Terms & Conditions*, the revised *Terms* will be posted here. These changes will apply exclusively to information collected after the date of the amendment. Our *Terms & Conditions* were last amended on January 16th, 2025.

## ONLINE TERMS ONLY

These *Terms & Conditions* apply only to information collected online through our Websites or through our Facebook group, and do not apply to information collected offline.

## QUESTIONS AND FEEDBACK

We welcome your questions and feedback about our *Terms & Conditions*. Please feel free to send any inquiries to e-mail: [info@howewell.com](mailto:info@howewell.com).

## TERMS OF PARTICIPATION IN THE IBS RECOVERY PROGRAM

**Non-Compete:** By enrolling as a client in *The IBS Recovery Program*, you agree that for a period of five (5) years, you will not engage in any business activities, directly or indirectly, that compete with *Howe Well*. This includes, but is not limited to, the use of any *Howe Well* proprietary content, intellectual materials, documents, audio/visual files, knowledge, insights, or strategies acquired through the program to develop, promote, or offer similar services or programs. This restriction also applies to all client participants, employees, independent contractors, subcontractors, consultants, coaches, practitioners, affiliates, joint venture partners, and any other individuals or entities connected with *Howe Well*. The purpose of this agreement is to protect the proprietary methods and confidential information shared within *The IBS Recovery Program*, and to prevent the creation or support of direct competing services. This non-compete clause is legally binding and enforceable under the laws of both Canada and the United States.

**Non-Replication:** You are strictly prohibited, at any time, from copying, reproducing, or using any content from *The IBS Recovery Program* content hub, intellectual materials, documents, audio/visual files, knowledge, insights, routines, strategies, or other resources for any business-related purposes, whether commercial or non-commercial. This restriction applies during your participation in the program and continues indefinitely after your participation ends. The intent is to ensure the protection of the program's unique approach, which is safeguarded under the laws of both Canada and the United States.

**Non-Solicitation:** You agree not to solicit any clients, employees, or team members of *The IBS Recovery Program* during your participation in the program, and for a period of five (5) years following the conclusion of your involvement. This clause protects the integrity of the community and professional relationships developed within the program. Any violation of this agreement is enforceable under the laws of both Canada and the United States, and may result in legal action.



**Non-Disclosure:** You agree to maintain the strict confidentiality of all proprietary, intellectual, and confidential information related to our Websites and *The IBS Recovery Program*. This includes, but is not limited to, the program's content hub, modules, learning lessons, action tasks, audio/visual files, proprietary and intellectual materials, documents, strategies, routines, methods, protocols, diets, remedies, supplements, links, and any personal information related to other client participants. Confidentiality is essential to preserving the trust, integrity, and effectiveness of *The IBS Recovery Program*, and this obligation extends indefinitely, regardless of when your participation ends. This non-disclosure agreement is legally binding, and enforceable under the laws of both Canada and the United States.

## **CONDUCT, CANCELLATION AND TERMINATION**

You agree to uphold a respectful, supportive, and professional environment while participating in *The IBS Recovery Program*. Any behaviour, actions, posts, messages, or comments that misrepresent *Howe Well*, damage the brand's reputation, or harm the program in any way will result in the immediate termination of your participation, without refund. Disruptive behaviours — including but not limited to bullying, hate speech, harassment, or actions negatively impacting other participants — will not be tolerated and will result in immediate termination without refund. These Terms are legally enforceable under the laws of both Canada and the United States, and each case of misconduct will be addressed promptly.

## **MONITORING AND ENFORCEMENT**

*Howe Well* actively monitors global online mentions of *The IBS Recovery Program*, *Howe Well*, Stacy Howe, and our related intellectual property. In the event of any breach of confidentiality, copyright infringement, or trademark violation, *Howe Well* will pursue immediate legal action, including cease-and-desist orders and claims for damages. Such breaches are subject to legal consequences under the laws of both Canada and the United States.

## **LIABILITY INSURANCE**

For the purpose of *The IBS Recovery Program*, *Howe Well* maintains comprehensive international liability insurance to promote a secure environment for all team members and clients. This insurance covers general liability associated with the program's educational content hub and Facebook group accountability check-in sessions, with applicability in Canada and the United States. Our liability insurance fully complies with the legal requirements of both Canadian and U.S. jurisdictions. This coverage, however, does not extend to individualized or professional medical care or advice. Therefore, we strongly recommend that all clients, whether in Canada or the United States, consult with a licensed healthcare provider for personalized medical guidance before enrolling in the program or making any significant health-related changes.

We welcome your questions and feedback about our Terms of client participation to access *The IBS Recovery Program*. Please feel free to send any inquiries to: [info@howewell.com](mailto:info@howewell.com).

## **ACKNOWLEDGEMENT AND ACCEPTANCE**

By participating in *The IBS Recovery Program*, you confirm that you have read, understood, and voluntarily accepted our *Privacy Policy | Terms & Conditions*. You acknowledge that your financial commitment to the program is binding, regardless of your level of participation, and that all sales are final. You also fully understand that *Howe Well* Websites and programs are strictly educational, and are not a substitute for professional or individualized medical attention or care.

## **TRANSPARENCY AND COOPERATION**

Our *Privacy Policy | Terms & Conditions* provide clear and full disclosure for your participation and cooperation within *The IBS Recovery Program*.

## **FOSTERING A POSITIVE ENVIRONMENT**

Our *Terms & Conditions* are thoughtfully crafted to create a supportive and positive environment for all participants, ensuring transparency and fostering a transformative experience for everyone involved in *The IBS Recovery Program*.

## **COMMITMENT TO TRANSFORMATION**

By embracing the program's natural, holistic approach, you are making meaningful strides toward overcoming IBS symptoms and achieving lasting relief. Your commitment to *The IBS Recovery Program* is designed to help you cultivate healthy habits to restore your gut health.

## **CREATING A SAFE AND SUPPORTIVE SPACE**

The purpose of these *Terms & Conditions* is to ensure a safe, respectful, and empowering experience for all clients. This journey goes beyond symptom management—it's about achieving lasting transformation and recovery from IBS. We are honoured to support you on this path to healing and look forward to celebrating your progress as you move toward a healthier, happier future.

## **LEGAL CONSENT AND SIGNATURE**

By signing this document, you acknowledge that you have had ample opportunity to review and seek clarification on any aspect of our *Privacy Policy | Terms & Conditions*. This document represents a legally binding agreement between you and *Howe Well*. By entering into this agreement, you confirm your understanding, acceptance, and commitment to fully comply with this *Privacy Policy | Terms & Conditions* as a valued client in *The IBS Recovery Program*.

By signing below, you affirm that your enrolment in *The IBS Recovery Program* which represents a significant and courageous step toward natural IBS healing and recovery.