

The Balanced Mom Method Program Policy

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After the purchase of The Balanced Mom Method 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 The Balanced Mom method content hub. That means that after your program timeframe is complete, you will retain access to the content hub. After your program timeframe is complete, you will be removed from the program Facebook group and access to coaching will cease. NOTE: any unused 1:1 coaching calls will no longer be available for use after the program timeframe is complete

Monthly payment plan policy:

If you are on a monthly payment plan, you are required to complete all of your monthly payments regardless of your activity in The Balanced Mom Method. Failure to complete your monthly payments may result in denied access to your content hub and coaching.

Declined payment policy:

As a client in The Balanced Mom Method, you are required to complete all of your payments. You have 5 business days from the date of the payment decline to bring your account into good standing. Failure to bring your account into good standing may result in denied access to your content hub and coaching.

1:1 call cancellation, reschedule and no show policy:

The Balanced Mom Method requires 1 business day notice to cancel or reschedule a 1:1 coaching session. We understand that emergencies occur and will be treated on a case by case basis. If you have a 1:1 coaching session scheduled and do not show up for your scheduled appointment, you will have 1 opportunity to reschedule. If you do not show up for that rescheduled session you will forfeit the session and will not be able to rebook it.

Hours Of Operation:

The Balanced Mom Method offers the following hours of operation: Monday – Friday, from 9:00 am ET to 5:00 PM ET. All client communication will be responded to within 1 business day or sooner during regular business hours. This includes responses inside of The Balanced Mom Method Facebook group.

Privacy Policy:

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. Please refer to the do we use cookies section below for information about cookies and how we use them.

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 e-mail newsletter or free ebook reports, we will send you educational and marketing e-mails.

If you would no longer like to receive promotional e-mail 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 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 email list and receive e-mail communications from us.

Do We Use Cookies?

As you browse Elianna G Wellness, The Balanced Mom Method sites, advertising cookies will be placed on your computer so that we can understand what you are interested in.

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).

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 10/02/2024

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.

Online Policy Only.

This online privacy policy applies only to information collected through our website and not to information collected offline.

Assumption of risk and liability:

I hereby acknowledge and agree:

1. The purpose of nutritional counselling is to improve the overall health, vitality and well-being of the body through nutritional education and the use of natural foods and non-medicinal nutritional supplements. The **Nutritional Therapy Practitioner, Elianna Gilenson**, does not diagnose diseases, disorders or conditions.

2. The **Nutritional Therapy Practitioner, Elianna Gilenson**, is not a Medical Physician.

3. As part of the Nutritional Counselling Services, I may be asked to provide information concerning my physical habits, medical history, moods, energy levels, likes and dislikes, lifestyle and diet. This information is collected to enable the **Nutritional Therapy Practitioner** to: (i) assess my knowledge of nutrition, (ii) educate me about the benefits of sound nutritional practices and (iii) recommend dietary changes to improve my general health, vitality and overall

well-being. The **Nutritional Therapy Practitioner, Elianna Gilenson** will hold this information in confidence and will not release or disclose this information to any other person, without my prior consent, except as required by applicable law.

4. If the **Nutritional Therapy Practitioner, Elianna Gilenson**, suspects the existence of disease, disorder or condition, I will be informed of this suspicion. However, I acknowledge this is not a diagnosis or conclusion about the state of my health and that I am directed to promptly consult a licensed Physician or Naturopath about any suspected problems.

5. Should I request the **Nutritional Therapy Practitioner, Elianna Gilenson**, to recommend dietary changes and/or nutritional supplements to enhance my body's natural ability to resist and/or overcome a known disease, disorder or condition, it is my responsibility to disclose the nature of the disease, disorder or condition and all other relevant details to the **Nutritional Therapy Practitioner, Elianna Gilenson**. If I have not previously consulted a licensed Physician or Naturopath about this

disease, disorder or condition, I acknowledge that I am directed to promptly do so. I am not to alter or discontinue treatments prescribed by a licensed Naturopath, Physician or other licensed health professional without consulting the individual who prescribed the treatment.

6 In providing Nutrition Counselling Services to me, the **Nutritional Therapy Practitioner, Elianna Gilenson**, is relying upon the truth, accuracy and completeness of all information I have provided to her. Any recommendations I follow for changes in diet, including the use of nutritional supplements, are entirely my responsibility.

7. **Elianna Gilenson** is in no way liable for my health or safety.

8. In consideration of my participation in the **Nutritional Counselling Services**, I hereby accept all risk to my health, including injury or death that may result from such participation and I hereby release the **Nutritional Therapy Practitioner, Elianna Gilenson**, on my behalf and on behalf of my personal representatives, estate, heirs, next of kin, and assigns from any and all costs, claims, causes of action and damages arising from any and all illness or injury to my person, including my death, that may result from or occur as a result of my participation in the **Nutrition Counselling Services**, whether caused by negligence or otherwise.

9. I understand that any therapies I undertake at **Elianna G Wellness** are undertaken of my own free will. I accept that the ultimate responsibility for my health care is my own and that **Elianna G Wellness** is here to support me in this. I understand that my practitioner reserves the right to determine which cases fall outside their scope of practice, in which event an appropriate referral will be recommended. I hereby agree to assume full responsibility for any manner of loss, injury, claim or damage whatsoever, known or unknown, incurred as a result of same and I, my heirs, executors, administrators or assigns for any loss, injury, claim or damage sustained as a result of my attendance and/or participation. I have read the above release and waiver of liability, and fully understand its contents and voluntarily agree to the terms and conditions stated.

Terms and Conditions Policy:

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING ANY WEBSITES ASSOCIATED WITH Elianna G Wellness. All users of these sites agree that access to and use of this site is for personal use and 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 these sites.

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 . These Terms apply in full force and effect to your use of these

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

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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, Elianna G Wellness

disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability for a particular purpose and non-infringement. Elianna G Wellness 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. Elianna G Wellness does not make any warranties or representations regarding the use of the materials on these Websites in terms of their correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise.

The Sites Do Not Provide Medical Advice. The contents of the Elianna G Wellness websites, such as text, graphics, images, programs, information obtained from Elianna G Wellness, and any other material contained on the Elianna G Wellness Site 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 the Elianna G Wellness Sites.

LIMITATION OF LIABILITY

Elianna G 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 Elianna G 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 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

You may not use Elianna G Wellness for any illegal or unauthorized purpose. In addition to the laws of the Georgia and United States you also agree to comply with all local laws that apply to your use of the Websites. You may not use the Websites in any manner which could disable, overburden, damage, or impair the Websites, or interfere with any other party's use and enjoyment of the Websites. You agree that you are responsible for your own conduct and communications while using the Websites and for any consequences of that use. You agree that when using the Websites, 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. Elianna G Wellness reserves the right to remove individuals from our community in instances of misconduct.

NO GUARANTEES

Elianna G 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. Elianna G 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 these Websites.

PURCHASES AND SUBSCRIPTIONS

If you wish to purchase any product or service made available through the Website , 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 The Balanced Mom Method may be billed on a payment plan basis. You will be billed in advance on a recurring basis as per the payment plan agreement.

EARNINGS DISCLAIMER

Any earnings, income statements or examples of success shown through our Websites are only estimates of what might be possible now or in the future. There can be no assurance as to any particular outcome based on the use of our Websites. You agree that Elianna G Wellness is not responsible for 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 Elianna G 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 Websites.

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 Elianna G Wellness is not responsible for the views, opinions, or accuracy of facts referenced on or through the Websites, or of those of any other individual or company affiliated with Elianna G Wellness in any way. Because scientific, technology and business practices are constantly evolving, you agree that Elianna G Wellness is not responsible for the accuracy of our Websites, or for any errors or omissions that may occur.

NO ENDORSEMENT

References or links in our Websites to the information, opinions, advice, programs, products or services of any other individual, business or entity does not constitute our formal endorsement of Elianna G Wellness and is merely sharing information for your own self-help. Elianna G 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 Websites. Conversely, should our Websites link appear in any other individuals, businesses or entities Websites, 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. Elianna G 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 Elianna G 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

Elianna G 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

Elianna G Wellness offers support to our clients 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 Elianna G Wellness please let us know if you have any complaints or comments at Elianna@eliannagwellness.com

SEVERABILITY

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

ENTIRE AGREEMENT

These Terms, including any legal notices and disclaimers contained on this Website, constitute the entire agreement between Elianna G 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 Websites you are agreeing to all parts of the above Disclaimer. If you have any questions about this Disclaimer, please
Elianna@eliannagwellness.com

Medical Disclaimer:

DISCLAIMER: THIS CONTENT DOES NOT PROVIDE MEDICAL ADVICE.

The information, including but not limited to text, video, audio, graphics, live video or comments and any other material contained in on this site are 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 health care regimen. Never disregard professional medical advice or delay in seeking it because of something you read on this site.

HIPPA Disclaimer:

This notice describes how medical information about you may be used and disclosed by Elianna G Wellness and how you can get access to this information. **Please review it carefully.**

Your Rights

When it comes to your health information, you have certain rights. This section explains your rights and some of our responsibilities to help you.

Get an electronic or paper copy of your medical record

- You can ask to see or get an electronic or paper copy of your medical record and other health information we have about you. Ask us how to do this.
- We will provide a copy or a summary of your health information, usually within 30 days of your request. We may charge a reasonable, cost-based fee.

Ask us to correct your medical record

- You can ask us to correct health information about you that you think is incorrect or incomplete. Ask us how to do this.
- We may say “no” to your request, but we’ll tell you why in writing within 60 days.

Request confidential communications

- You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address.
- We will say “yes” to all reasonable requests.

Ask us to limit what we use or share

- You can ask us not to use or share certain health information for treatment, payment, or our operations. We are not required to agree to your request, and we may say “no” if it would affect your care.
- If you pay for a service or health care item out-of-pocket in full, you can ask us not to share that information for the purpose of payment or our operations with your health insurer. We will say “yes” unless a law requires us to share that information.

Get a list of those with whom we’ve shared information

- You can ask for a list (accounting) of the times we’ve shared your health information for six years prior to the date you ask, who we shared it with, and why.
- We will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked us to make). We’ll provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.

Get a copy of this privacy notice

You can ask for a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. We will provide you with a paper copy promptly.

Choose someone to act for you

- If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information.

- We will make sure the person has this authority and can act for you before we take any action.

File a complaint if you feel your rights are violated

- You can complain if you feel we have violated your rights by contacting us directly at:
- Elianna G Wellness
- Elianna@eliannagwellness.com
- You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, or by calling , calling 1-877-696-6775.
- We will not retaliate against you for filing a complaint.

Your Choices

For certain health information, you can tell us your choices about what we share. If you have a clear preference for how we share your information in the situations described below, talk to us. Tell us what you want us to do, and we will follow your instructions.

In these cases, you have both the right and choice to tell us to:

- Share information with your family, close friends, or others involved in your care
- Share information in a disaster relief situation
- Include your information in a hospital directory

If you are not able to tell us your preference, for example if you are unconscious, we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.

In these cases we never share your information unless you give us written permission:

- Marketing purposes
- Sale of your information
- Most sharing of psychotherapy notes

In the case of fundraising:

- We may contact you for fundraising efforts, but you can tell us not to contact you again.

Our Uses and Disclosures

How do we typically use or share your health information?

We typically use or share your health information in the following ways.

Treat you

We can use your health information and share it with other professionals who are treating you.

Example: A doctor treating you for an injury asks another doctor about your overall health condition.

Run our organization

We can use and share your health information to run our practice, improve your care, and contact you when necessary.

Example: We use health information about you to manage your treatment and services.

Bill for your services

We can use and share your health information to bill and get payment from health plans or other entities.

Example: We give information about you to your health insurance plan so it will pay for your services.

How else can we use or share your health information?

We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research. We have to meet many conditions in the law before we can share your information for these purposes.

Help with public health and safety issues

We can share health information about you for certain situations such as:

- Preventing disease
- Helping with product recalls
- Reporting adverse reactions to medications
- Reporting suspected abuse, neglect, or domestic violence
- Preventing or reducing a serious threat to anyone's health or safety

Do research

We can use or share your information for health research.

Comply with the law

We will share information about you if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that we're complying with federal privacy law.

Respond to organ and tissue donation requests

We can share health information about you with organ procurement organizations.

Work with a medical examiner or funeral director

We can share health information with a coroner, medical examiner, or funeral director when an individual dies.

Address workers' compensation, law enforcement, and other government requests

- We can use or share health information about you:
- For workers' compensation claims
- For law enforcement purposes or with a law enforcement official
- With health oversight agencies for activities authorized by law
- For special government functions such as military, national security, and presidential protective services

Respond to lawsuits and legal actions

We can share health information about you in response to a court or administrative order, or in response to a subpoena.

Our Responsibilities

- We are required by law to maintain the privacy and security of your protected health information.
- We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
- We must follow the duties and privacy practices described in this notice and give you a copy of it.
- We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.

Changes to the Terms of this Notice

We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, in our office, and on our web site.

Confidentiality Policy: This needs to come from your college or association. We cannot provide a template for this. If you are NOT a regulated or licensed professional you do not need to include this.

Friends & Family Discount Policy:

If you were to refer a friend or family member to Elianna G Wellness you and your friend or family member who joins The Balanced Mom Method will receive an extra two weeks in the The Balanced Mom Method Facebook group which includes access to coaching. There is no monetary compensation or discount for referrals.

Testimonial and use of testimonial policy:

By submitting the testimonial form you are agreeing to allow Elianna G Wellness to use your testimonial for marketing purposes on all Elianna G Wellness websites and social media pages. You agree to allow Elianna G Wellness to adjust the testimonial in any way they see fit without your written permission or consent.

Discount Policy:

Elianna G Wellness does not offer discounts unless otherwise advertised during a specific promotional period. If the specific promotional period has ended, no discount will be offered.