

# **The Celiac Safe Bites Solution Privacy Policy & Terms and Conditions**

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

The Celiac Safe Bites Solution 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 scheduled session you will forfeit the session and will not be able to rebook it.

## **Hours Of Operation:**

Fruitful Nutrition LLC offers the following hours of operation: Fridays from 1:30 pm CST to 4:00 PM CST and Saturdays 8:00am CST to 12 noon CST. All client communication will be responded to within 1 business day or sooner during regular business hours. This includes responses inside of The Celiac Safe Bites Solution Facebook group.

## **Privacy Policy:**

What information do we collect?

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

When 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 e-mail list and receive e-mail communications from us.

As you browse Fruitful Nutrition LLC & The Celiac Safe Bite Solution 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 e-mail 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 9/14/2024.

### **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.

## **Terms of Use**

### **The Celiac Safe Bites Solution**

### **Fruitful Nutrition LLC**

Please read the Terms of Use for the Program carefully and in their entirety before purchasing and using The Celiac Safe Bites Solution (hereinafter referred to as the "Program"). The Program and its content are owned by **Fruitful Nutrition LLC**.

#### **1. Definitions:**

**"Company", "We", "I", "Our", or "Us"** means **Fruitful Nutrition LLC**.

**"Participation", "Participating", "Using", or "Use"** means reading, implementing, trying, or otherwise engaging in the Program.

**"Program"** means **The Celiac Safe Bites Solution**

**"You", "Your", "User" or "Client"** means the purchaser and person using the Program.

#### **2. Consent:**

By participating in the Program, you implicitly and voluntarily agree to act in accordance with, agree to, and abide by, these Terms of Use.

#### **3. DISCLAIMER:**

By participating in the Program, you understand that **Gaby Thompson** is a licensed dietitian by background, but within the program, a **Celiac Support Coach** only.

This Program is for informational and educational purposes only. The information and education provided in this Program is not intended or implied to supplement or replace the professional advice of an attorney, accountant, and/or financial advisor. You should consult with a professional in those areas (financial, legal, accounting, etc.) in person with someone where you live or work to discuss issues or questions pertaining to your particular legal, financial, or business situation.

Although we do our best to make sure all of the Program's content is up to date and/or accurate, we do not make any representation that all the information is

accurate or free of errors at all times. We do not assume any responsibility for accuracy of the Program's information, or its safety or efficacy as it applies to you.

#### **4. Assumption of the Risk**

You should use your best judgment in using the information provided in the Program, which is done at your own risk. It is your responsibility to discern the risk of using the Program or its content. You assume responsibility for your actions, choices, or lack thereof, related to the Program.

#### **5. Intellectual Property Ownership:**

The Program and its content, including, but not limited to, The Celiac Safe Bites Solution and all other materials and content are intellectual property owned by Gaby Thompson + **Fruitful Nutrition LLC**. Any violations of this term, and all terms contained herein, will be legally pursued to the fullest extent permitted by law.

Any use of the Company's intellectual property may not be used in connection with the sale or distribution of any product, program, and/or service by you, directly or indirectly, without the prior written consent of **Fruitful Nutrition LLC**.

Misappropriation or unauthorized use of the Company's intellectual property and/or trade secrets may result in the enforcement of an infringement and/or intellectual property theft action against you in an effort to recover damages and/or protect our intellectual property rights. The Company reserves the right to pursue an action for misappropriation, theft, or improper use of its intellectual property by the Purchaser, the Purchaser's representatives, assigns, contractors, employees, or acquaintances.

#### **6. No Sharing:**

You cannot distribute, copy, forward, and/or share the Program or its content with anyone else. Any violations of these Terms of Use will be legally pursued to the fullest extent permitted by law.

You may not share your password or login information with anyone. If you share your password or login with anyone who did not purchase the Program, you will be removed from the Program immediately and no refund will be issued.

#### **7. No Claims Made Regarding Results:**

Any and all current or past-client testimonials, statements, or examples used by us are simply that: examples. They are not guarantees that you will also experience or

receive the same results. Each person and their circumstances are unique and nothing shall be interpreted as a guarantee that you will experience the same results as another client of ours.

We don't make any assurances as to any particular financial-based outcome based on the use of or participation in the Program. We are not responsible for the success or failure of your business, business decisions, income, sales, or any other result of any kind that you may have as a result of your participation in the Program.

#### **8. DISCLAIMER – No Warranties, Guarantees, or Representations Are Being Made:**

We do not offer any representations, guarantees, or warranties, of any variety, regarding the Program in any way including, but not limited to, your future income, sales, potential, profitability, or losses derived as a result of your use of the Program. The Program is offered **“AS IS”** and without representations, guarantees, or warranties of any kind, including but not limited to, implied warranties of merchantability and fitness for a particular purpose, neither express nor implied, to the extent permitted by law. We are not liable for damages of any kind related to your use of the Program.

#### **9. Your Release of Us, Indemnification, Hold Harmless:**

To the fullest extent permitted by law, **Fruitful Nutrition LLC** expressly disclaims liability for any direct, indirect, and/or consequential damages suffered by you related to your purchase or use of, or participation in, the Program, its materials, our website, or any other information obtained by you from us. By enrolling in the Program, you hereby agree to this limitation of liability and release **Fruitful Nutrition LLC** from any and all claims.

By participating in and/or purchasing the Program, you agree to release, forgive, forever discharge, defend, indemnify, and hold harmless **Fruitful Nutrition LLC**, our subsidiaries, employees, agents, contractors, subcontractors, shareholders, directors, officers, coaches, assignees, licensees, and affiliates from any and all claims, suits, actions, charges, demands, liabilities, damages, judgments, and/or costs, related to, or arising out of, your purchase of or participation in the Program and/or your breach of any obligation, warranty, covenant, or representation set forth in these Terms of Use.

By enrolling in the Program, you agree to release us from any and all claims, and further agree to at all times defend, indemnify, and hold harmless **Fruitful Nutrition LLC** as stated in this section herein.

## **10. Our Refund Policy:**

### **a. NO REFUNDS:**

We will do everything within our ability (and within reason) to ensure your satisfaction. Due to the downloadable nature of the Program, refunds will not be issued for the Program once it is purchased. If you have any questions or concerns, or if there is anything we can do to make your experience a more pleasant one, please email Gaby Thompson at [info@gabythompson.com](mailto:info@gabythompson.com).

### **b. NO CHARGEBACKS:**

The Client will not, under any circumstances, issue or threaten to issue any chargebacks to the Company or to the Client's credit card and/or form of payment (ie, PayPal) for any reason whatsoever related to the Program. In the event of a chargeback, the Company reserves its right to report it to the credit bureaus as a delinquent account.

## **11. ARBITRATION CLAUSE:**

If you have any complaint or should any issue arise in the use of the Program, please contact us directly first by emailing Gaby Thompson at [info@gabythompson.com](mailto:info@gabythompson.com).

However, if we are unable to amicably resolve your dispute in that manner, you agree that you and Gaby Thompson +Fruitful Nutrition LLC shall submit your dispute to binding arbitration with the [American Arbitration Association](#), before an arbitrator that is mutually agreed upon, in accordance with the American Arbitration Association's ("AAA") [rules](#).

By agreeing to this term, you hereby agree and understand that you're waiving your right to a jury trial in court, which would otherwise be available to you if not for this Arbitration Clause. Should any arbitration hearing need to be held, it shall be held within 30 miles of **Minneapolis, Minnesota**.

If the arbitrator issues an award and a judgment is made, the judgment will be binding and will be entered in court in the State of Minnesota. The only award that



can be issued to you is a refund of any payment made to **Fruitful Nutrition LLC** for the applicable Program. You are not permitted to seek additional damages, including consequential or punitive damages.

## **12. Limitation of Liability:**

**Gaby Thompson + Fruitful Nutrition LLC** are not responsible or liable in any way for any and all damages you receive directly or indirectly from your participation in the Program. We do not assume liability for damages, injuries, harm, death, misuse of (or failure to properly use) the Program or its content, due to any act, or failure to act, by you. IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES.

## **13. PAYMENT, PURCHASE, AND PAYMENT PLAN TERMS**

### a. **General Payment Terms:**

When you pay for the Program by credit card, you authorize and give permission to **Fruitful Nutrition LLC** to charge your credit or debit card for the amount owed for payment of the Program. When you purchase the Program, your information (i.e. credit card and contact info) may be collected by the third-party merchant **Stripe** (depending on the payment method you choose at checkout), who may have privacy policies or security practices that are different than ours. **Fruitful Nutrition LLC** is not responsible for the merchant's independent policies or practices.

### b. **Payment Plan Terms / Failed Payment Procedures:**

Should you choose to purchase the Program via one of our payment plan options at checkout (hereinafter the "Payment Plan"), you are hereby consenting to your credit card being automatically charged **30 days apart for 2 months** to complete your total payment.

If you choose the Payment Plan to purchase the Program, you hereby authorize and give permission to **Fruitful Nutrition LLC** to **automatically** charge your credit card, debit card, or PayPal account, as payment for

the Program, for which you will receive an electronic receipt, at the time and interval in which payment is due **without any additional authorization from you.**

We will **not** contact you to seek any additional authorization, approval, or permission before charging your card for each installment of the Payment Plan.

By choosing the Payment Plan, you agree and understand that ALL monthly payments are owed in full. There are no exceptions. No refund requests or stop payments will be granted or accepted.

c. **Failed Payment Plan Payments / Re-charge procedures:**

By signing up for the payment plan, your card will automatically be re-charged **30 days** apart for your remaining payments. Please plan accordingly.

**If your payment-plan payment fails on the 1st attempt:**

In the event that your Payment Plan payment is not successfully made on your due date, your credit card will automatically be re-charged after a **2 day grace period** to make your payment for the Program.

If your card was accidentally not updated or available to be processed at the time we attempted the initial charge, you'll have that **2 day** grace period to update your card information without any penalty or losing access to the Program.

**After 2nd failed payment:**

Your access to the Program will be temporarily suspended and you will not be able to access the Program at all until you successfully complete your payment. We will attempt to re-charge your credit card in **2 days**.

**After 3rd failed payment:**

Your access will still be suspended, pending your successful completion of your owed late payment. In **2 days**, we'll attempt to charge your card.

**4th and final attempt to make payment:**

The 4th attempt is the final attempt to collect your payment before the matter is forwarded to collections. If the 4th payment fails, you will be permanently removed from the Program and no refund will be given.

When choosing the payment plan options, you consent to being responsible for ALL payments owed under the Program terms.

**14. Severability**

The provisions of these Terms of Use shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of any other provision hereof. If any Section, subsection, sentence, or clause of these Terms of Use shall be adjudged illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall have no effect on the Terms of Use as a whole or on any Section, subsection, sentence, or clause hereof not expressly so adjudged.

**15. Entire Agreement**

These Terms of Use contain the entire agreement between you and the Company. There are no other promises or conditions in any other agreement (oral or written) between you and the Company.

**16. Choice of Law + Venue**

These Terms of Use shall be governed by the laws of the state of **Minnesota**. Any action brought by any party arising out of or from these Terms shall be brought within the Minnesota, County of **Dakota**.

By purchasing and/or participating in the Program, you implicitly signify your agreement to all of the terms in these Terms of Use.

If you have any questions about the Terms of Use, please contact Gaby Thompson at [info@gabythompson.com](mailto:info@gabythompson.com). Thank you.

