

# THE FIT LIFE FORMULA TERMS & CONDITIONS

# PLEASE READ THE FOLLOWING POLICIES, TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS SITE

All users of this site agree that access to and use of this site and enrollment as a member of the Fit Life Formula is subject to the following terms and conditions and other applicable laws. Your continued use of this site and participation in the program convey your consent and agreement with the policies outlined herein.

The Website Standard Terms And Conditions contained herein on this webpage shall govern your use of this Website, including all pages within this Website (collectively referred to herein below as this "Website"). These Terms apply in full force and effect to your use of this Website and by using this Website, you expressly accept all terms and conditions contained herein in full. You must not use this Website, if you have any objection to any of these Website Standard Terms And Conditions.

#### PROGRAM ACCESS

You have access to the Fit Life Formula program and its resources commencing on the launch date specified for your course of enrollment plus an 12 additional weeks. Access will terminate at 11:59 pm on Sunday evening, 24 weeks following your launch date.

You are entitled access to the program and all its contents, as provided, from the commencement date through the termination date of your program as specified above. You are not entitled to any subsequent upgrades, updates, revisions, or additional offerings made as part of The Fit Life Formula after the termination date of your program.

## **CLIENT SERVICES/INQUIRIES**

Administrative business hours are from 8:00 AM – 4:00 PM, PST, Monday – Friday. Customer service inquiries may be made by emailing your questions or concerns to info@fitlifecoaching.ca. All inquiries will be responded to by 4:00 PM the following business day. While exceptions may arise from time to time, we will do our best to respond within these time frames whenever possible.

#### **NO REFUNDS**

Fit Life Coaching abides by a strict, NO REFUND policy. By accepting the terms of this Agreement, you understand and agree that you are foregoing the right to claim any refund of fees paid for access and use of the Fit Life Formula program or additional services provided by Fit Life Coaching. Accepting the terms of these policies and affirmatively seeking the benefits of and membership in the Fit Life Formula, you are taking full responsibility for your success.

Fit Life Coaching and The Fit Life Formula aim to support and assist you in reaching your goals, but your success depends primarily on your own effort, motivation, commitment, and follow-through. Fit Life Coaching and The Fit Life Formula cannot predict and do not guarantee that you will attain a particular result, and you accept and

understand that results differ for each individual. Each individual's results depend on his or her unique background, dedication, desire, motivation, actions, and numerous other factors.

You fully agree that there are no guarantees as to the specific outcome or results you can expect from using the information you receive on or through this program, email communications, websites, free and/or paid resources, or personal communication by a representative of Fit Life Coaching or the Fit Life Formula.

In the event that special circumstances arise, we may concede to temporarily pause the program or provide a credit for future re-enrollment. These concessions are granted on a case-by-case basis, and proof must be provided that you are unable to continue with the program at the time of the request. **No refunds, in part or in full, will be granted.** 

#### COMPLAINTS

Happy, satisfied clients are our number one priority. If you have a complaint or concern, please address it with us in a timely manner so we may resolve it as quickly as possible. Fit Life Coaching and The Fit Life Formula endeavor to resolve complaints fairly and efficiently. You may send all communication to info@fitlifecoaching.ca; we will do our best to respond within 24hours.

#### YOUR CONSENT

By using our site and commencing the Fit Life Formula, you agree to these Terms & Conditions.

### **QUESTIONS AND FEEDBACK**

We welcome your questions, comments, suggestions and concerns. Please send all communication via email to info@fitlifecoaching.ca.

THESE TERMS & CONDITIONS WERE UPDATED EFFECTIVE JANUARY 1 ST, 2025 AND ARE CONSIDERED ACCURATE AND APPLICABLE AS OF TODAY'S DATE.



### FIT LIFE COACHING PRIVACY POLICY

# PLEASE READ THE FOLLOWING POLICIES, TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS SITE

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

#### WHAT IS CONSIDERED PERSONAL INFORMATION?

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

#### WHAT INFORMATION DO WE COLLECT?

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

When ordering or registering, we may ask you for your name, e-mail address, mailing address, phone number, credit card information or other information. You may, however, visit our site anonymously. We also collect information about gift recipients so that we can fulfill the gift purchase.

Like many Websites, we use cookies to enhance your experience and gather information about visitors and visits to our Websites. Please refer to the *Do We Use Cookies* section below for information about cookies and how we use them.

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

Communication Data that includes any communication that you send to us whether that be through the contact form on our Website, through email, text, social media messaging, social media posting or any other communication that you send us. We process this data for the purposes of communicating with you, for record keeping and for the establishment, pursuance, or defense of legal claims. Our lawful ground for this processing is our legitimate interests which in this case are to reply to communications sent to us, to keep records and to establish, pursue or defend legal claims.

Customer Data that includes data relating to any purchases of goods and/or services such as your name, title, billing address, delivery address email address, phone number, contact details, purchase details and your card details. We process this data to supply the goods and/or services you have purchased and to keep records of such transactions. Our lawful ground for this processing is the performance of a contract between you and us and/or taking steps at your request to enter into such a contract.

User Data that includes data about how you use our Website and any online services together with any data that you post for publication on our Website or through other online services. We process this data to operate our Website and ensure relevant content is provided to you, to ensure the security of our Website, to maintain backups of our Website and/or databases and to enable publication and administration of our Website, other online services and business. Our lawful ground for this processing is our legitimate interests which in this case are to enable us to properly administer our Website and our business.

**Technical Data** that includes data about your use of our Website and online services such as your IP address, your login data, details about your browser, length of visit to pages on our Website, page views and navigation paths, details about the number of times you use our Website, time zone settings and other technology on the devices you use to access our Website. The source of this data is from our analytics tracking system. We process this data to analyze your use of our Website and other online services, to administer and protect our business and Website, to deliver relevant Website content and advertisements to you and to understand the effectiveness of our advertising. Our lawful ground for this processing is our legitimate interests which in this case are to enable us to properly administer our Website and our business and to grow our business and to decide our marketing strategy.

Marketing Data that includes data about your preferences in receiving marketing from us and our third parties and your communication preferences. We process this data to enable you to partake in our promotions such as sales offers, affiliate offers, free contests with giveaways, to deliver relevant Website content and advertisements to you and measure or understand the effectiveness of this advertising. Our lawful ground for this processing is our legitimate interests which in this case are to study how customers use our products/services, to develop them, to grow our business and to decide our marketing strategy.

We may use Customer Data, User Data, Technical Data and Marketing Data to deliver relevant Website content and advertisements to you (including Facebook advertisements or other display advertisements) and to measure or understand the effectiveness of the advertising we serve you. Our lawful ground for this processing is legitimate interests which is to grow our business. We may also use such data to send other marketing communications to you. Our lawful ground for this processing is either consent or legitimate interests (namely to grow our business).

#### SENSITIVE DATA

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

#### MARKETING COMMUNICATIONS

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

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

You can ask us to stop sending you marketing messages at any time simply by unsubscribing from emails via the unsubscribe button which can be found at the bottom of each email or by sending <a href="mailto:info@fitlifecoaching.ca">info@fitlifecoaching.ca</a> an email with your request to stop receiving emails.

If you opt out of receiving marketing communications this opt-out does not apply to personal data provided as a result of other transactions, such as purchases, warranty registrations etc.

#### DISCLOSURE OF YOUR PERSONAL DATA

We may have to share your personal data with the parties set out below:

- Service providers who provide IT and system administration services.
- Professional advisers including lawyers, bankers, auditors, and insurers.
- Government bodies require us to report processing activities.
- 3rd party technology platforms and advertisers that support the running and growth of Fit Life Coaching and/or The Fit Life Formula.

We require all third parties to whom we transfer your data to respect the security of your personal data and to treat it in accordance with the law. We only allow such third parties to process your personal data for specified purposes and in accordance with our instructions.

#### HOW 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 serve you when responding to your customer service requests.
- To quickly process your transactions.
- To administer a contest, promotion, survey, or other site feature.
- If you have opted-in to receive our email newsletter, free challenges, or a free e-book, we will send you educational and marketing emails.
- If you would no longer like to receive promotional email from us, please refer to the "How can you opt-out, remove or modify information you have provided to us?" section below.
- If you have not opted-in to receive email newsletters, you will not receive these emails.
- Visitors who register or participate in other site features such as marketing programs and 'members-only' content will be given a choice whether they would like to be on our email list and receive e-mail communications from us.

#### **DATA SECURITY**

We have put in place security measures to prevent your personal data from being accidentally lost, used, altered, disclosed, or accessed without authorization. We also allow access to your personal data only to those employees and partners who have a business need to know such data. They will only process your personal data on our instructions, and they must keep it confidential.

We have procedures in place to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach if we are legally required to.

#### **DATA RETENTION**

We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

When deciding what the correct time is to keep the data on record, we look at its amount, nature and sensitivity, potential risk of harm from unauthorized use or disclosure, the processing purposes, if these can be achieved by other means and legal requirements.

For tax purposes the law requires us to keep basic information about our customers (including Contact, Identity, Financial and Transaction Data) for seven years after they stop being customers.

In some circumstances we may anonymize your personal data for research or statistical purposes in which case we may use this information indefinitely without further notice to you.

#### **COOKIES**

As you browse Fit Life Coaching and The Fit Life Formula, advertising cookies will be placed on your computer so that we can understand what you are interested in. Cookies are files with small amounts of data, which may include an anonymous unique identifier. Cookies are sent to your browser from a web site and stored on your computer's hard drive. To opt out of cookies, find and select the settings tab of your internet browser and click "block third party cookies and site data" or de-select the "accept cookies" box.

#### ORDERING PRODUCTS ON OUR SITE

We will request information from you on our order forms for the purchase of products. To buy from us, you must provide contact information (like name and shipping address) and financial information (like credit card number, expiration date). This information is used for billing purposes and to fill your orders. If we have trouble processing an order, we'll use this information to contact you.

#### PROTECTION OF 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 people 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.

#### DISCLOSURE OF INFORMATION COLLECTED 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.

# OPT-OUT, REMOVE OR MODIFY THE INFORMATION YOU HAVE PROVIDED TO US

To modify your email subscriptions, you can find an Unsubscribe link at the bottom of each email. Please note that due to email production schedules you may receive any emails already in production. Please note that we may maintain information about an individual sales transaction in order to service that transaction and for record keeping.

#### THIRD PARTY LINKS

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

#### YOUR ACCESS TO AND CONTROL OVER INFORMATION

You may opt out of any future contacts from us at any time. You can do the following at any time by contacting us via the email address or phone number given on our Website:

- See what data we have about you, if any.
- Change/correct any data we have about you.
- Have us delete any data we have about you.
- Express any concern you have about our use of your data.

#### **CHANGES TO OUR POLICY**

If we decide to change our privacy policy, we will post those changes on this page. Policy changes will apply only to information collected after the date of the change.

#### ONLINE PRIVACY POLICY

This privacy policy refers to information collected through our Websites and online through social media.

#### **YOUR CONSENT**

In using our site, purchasing our products, or requesting access to any of our free OR paid products, downloads and guides, you agree to our privacy policy.

## **QUESTIONS AND FEEDBACK**

We welcome your questions, comments, and concerns about privacy. Please send us any and all feedback pertaining to privacy, or any other issue via email at: info@fitlifecoaching.ca.

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