

# PROGRAMME POLICIES

## Programme Policies

### 1. Guarantee/Refund

If you are not happy with your purchase, you have 14 days from the date of purchasing the programme to receive a full refund. Please email us at [support@behindthefoodnutrition.com](mailto:support@behindthefoodnutrition.com), providing the reason for your request.

### 2. Length of access

Upon receipt of cleared payment in accordance with our terms and conditions, you will have immediate and full access to the first two programme modules. Once your Agreement & Code of Conduct has been received, full access to all programme content including course material, membership of course specific Facebook Group, and access to weekly group coaching calls, for a period of 16 weeks from the date of purchase, notwithstanding any refunds. At the end of the 16 week period, your course account access will be automatically cancelled.

### 3. Declined payments

If the credit card information you entered at registration is correct, you'll need to contact your bank for additional information to find out why your payment was declined. When a payment is declined, access to the programme will cease, until you have paid the amount you owe.

### 4. Weekly Group Coaching Calls

As part of your programme, you have access to the weekly Facebook group coaching calls for the duration of your course. Attendance at these calls are at your own discretion. Should you be unable to attend, all calls will be recorded, and accessible inside of the Facebook group.

### 5. Office Hours/Customer service

The dedicated email for customer service is [support@behindthefoodnutrition.com](mailto:support@behindthefoodnutrition.com). Office hours are Monday to Thursday, from 10 a.m. to 4 p.m. UK time.

### 6. Complaints/Communication

If you have any questions, feedback or complaints, please email [support@behindthefoodnutrition.com](mailto:support@behindthefoodnutrition.com)

## **Health and fitness and medical information disclaimer**

### **1. No advice**

- 1.1 Our website contains general health and fitness and medical information.
- 1.2 The information is for educational purposes and is not advice and should not be treated as such.

### **2. No warranties**

- 2.1 The health and fitness and medical information on our website is provided without any representations or warranties, express or implied.
- 2.2 Without limiting the scope of Section 2.1, we do not warrant or represent that the health and fitness and medical information on this website:
  - (a) will be constantly available, or available at all; or
  - (b) is true, accurate, complete, current or non-misleading.

### **3. Health and fitness and medical information**

- 3.1 You acknowledge that all exercise involves a risk of personal injury, including a small risk of serious injury or death, and agree that you are responsible for your health and well-being in relation to any exercise programme that you may undertake, whether or not such exercise programme uses the health and fitness information published on this website.
- 3.2 You should not make any changes to your diet, nutrition, lifestyle, activities or exercise programmes based on the health and fitness information published on our website without first consulting your doctor or another suitably qualified professional.
- 3.3 Some supplements may interact with medications and you should check with your doctor before commencing any supplement programme.

### **4. Medical assistance**

- 4.1 You must not rely on the information on our website as an alternative to medical advice from your doctor or other professional healthcare provider.
- 4.2 The information on this website is not intended to diagnose or treat any medical condition.
- 4.3 If you have any specific questions about any medical matter, you should consult your doctor or other professional healthcare provider.
- 4.4 If you think you may be suffering from any medical condition, you should seek immediate medical attention.
- 4.5 If you have a diagnosed medical condition, you should consult a doctor before making any major changes to your diet.
- 4.6 You should never delay seeking medical advice, disregard medical advice or discontinue medical treatment because of information on our website.

### **5. Interactive features**

- 5.1 Our website includes interactive features that allow users to communicate with us.
- 5.2 You acknowledge that, because of the limited nature of communication through our website's interactive features, any assistance you may receive using any such features is likely to be incomplete and may even be misleading.

5.3 Any assistance you may receive using any our website's interactive features does not constitute specific or personalised advice and accordingly should not be relied upon without further independent confirmation.

**6. No liability**

6.1 Subject to Section 7, we will not be liable to you in respect of any loss, injury or damage you may suffer as a consequence your reliance upon the information published on our website.

**7. Limits upon exclusions of liability**

7.1 Nothing in this disclaimer will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

## Privacy and cookies policy

### 1. Introduction

- 1.1 This policy applies where we are acting as a data controller with respect to the personal data of our website visitors and service users; in other words, where we determine the purposes and means of the processing of that personal data.
- 1.2 In this policy, "we", "us" and "our" refer to Veronica Lim. For more information about us, see Section 18.

### 2. How we use your personal data

- 2.1 In this Section 2 we have set out:
  - (a) the general categories of personal data that we may process;
  - (b) the purposes for which we may process personal data; and
  - (c) the legal bases of the processing.
- 2.2 We may process data about your use of our website and services ("**usage data**"). The usage data may include your IP address, geographical location, browser type and version, operating system, referral source, length of visit, page views and website navigation paths, as well as information about the timing, frequency and pattern of your service use. The source of the usage data is our analytics tracking system. This usage data may be processed for the purposes of analysing the use of the website and services. The legal basis for this processing is our legitimate interests, namely monitoring and improving our website and services.
- 2.3 We may process your membership user account data ("**account data**"). The account data may include your name and email address. The source of the account data is you. The account data may be processed for the purposes of operating our website, providing our services, ensuring the security of our website and services, maintaining back-ups of our databases and communicating with you. The legal basis for this processing is our legitimate interests, namely the proper administration of our website and business.
- 2.4 We may process your information included in your personal profile on our website ("**profile data**"). The profile data may include your name, address, telephone number, email address, profile pictures, gender, date of birth, relationship status, interests and hobbies, educational details and employment details. The profile data may be processed for the purposes of enabling and monitoring your use of our website and services. The legal basis for this processing is our legitimate interests, namely the proper administration of our website and business.
- 2.5 We may process your personal data that are provided in the course of the use of our services ("**service data**"). The service data may include your results, feedback and testimonial. The source of the service data is you. The service data may be processed for the purposes of operating our website, providing our services, ensuring the security of our website and services, maintaining back-ups of our databases and communicating with you. The legal basis for this processing is our legitimate interests, namely the proper administration of our website and business.
- 2.6 We may process information that you post for publication on our website or through our services ("**publication data**"). The publication data may be processed for the purposes of enabling such publication and administering our website and services. The legal basis for this processing is our legitimate interests, namely the proper administration of our website and business.
- 2.7 We may process information contained in any enquiry you submit to us regarding goods and/or services ("**enquiry data**"). The enquiry data may be processed for the purposes of offering,

marketing and selling relevant goods and/or services to you. The legal basis for this processing is our legitimate interests, namely the proper administration of our website and business.

- 2.8 We may process information relating to our customer relationships, including customer contact information ("**customer relationship data**"). The customer relationship data may include your name, your employer, your job title or role, your contact details, and information contained in communications between us and you. The source of the customer relationship data is you. The customer relationship data may be processed for the purposes of managing our relationships with customers, communicating with customers, keeping records of those communications and promoting our products and services to customers. The legal basis for this processing is our legitimate interests, namely the proper management of our customer relationships.
- 2.9 We may process information relating to transactions, including purchases of goods and/or services, that you enter into with us and/or through our website ("**transaction data**"). The transaction data may include your contact details, your card details and the transaction details. The source of the transaction data is you and/or our payment services provider. The transaction data may be processed for the purpose of supplying the purchased goods and/or services and keeping proper records of those transactions. The legal basis 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; providing that, if you are not the person contracting with us, the legal basis for this processing is our legitimate interests, namely the proper administration of our website and business.
- 2.10 We may process information that you provide to us for the purpose of subscribing to our email notifications and/or newsletters ("**notification data**"). The notification data may be processed for the purposes of sending you the relevant notifications and/or newsletters. The legal basis for this processing is consent.
- 2.11 We may process information contained in or relating to any communication that you send to us ("**communication data**"). The communication data may include the communication content and metadata associated with the communication. Our website will generate the metadata associated with communications made using the website contact forms. The communication data may be processed for the purposes of communicating with you and record-keeping. The legal basis for this processing is our legitimate interests, namely communications with our website visitors and service users and the proper administration of our website and business.
- 2.12 We may process any of your personal data identified in this policy where necessary for the establishment, exercise or defence of legal claims, whether in court proceedings or in an administrative or out-of-court procedure. The legal basis for this processing is our legitimate interests, namely the protection and assertion of our legal rights, your legal rights and the legal rights of others.
- 2.13 We may process any of your personal data identified in this policy where necessary for the purposes of obtaining or maintaining insurance coverage, managing risks, or obtaining professional advice. The legal basis for this processing is our legitimate interests, namely the proper protection of our business against risks.
- 2.14 In addition to the specific purposes for which we may process your personal data set out in this Section 2, we may also process any of your personal data where such processing is necessary for compliance with a legal obligation to which we are subject, or in order to protect your vital interests or the vital interests of another natural person.
- 2.15 Please do not supply any other person's personal data to us, unless we prompt you to do so.

### **3. Providing your personal data to others**

- 3.1 Your personal data will be stored on the servers of our hosting services providers identified at [activecampaign.com](https://activecampaign.com), [clickfunnels.com](https://clickfunnels.com), [stripe.com](https://stripe.com).

- 3.2 Financial transactions relating to our website and services are handled by our payment services providers, stripe.com. We will share transaction data with our payment services providers only to the extent necessary for the purposes of processing your payments, refunding such payments and dealing with complaints and queries relating to such payments and refunds. You can find information about the payment services providers' privacy policies and practices at their respective websites.
- 3.3 In addition to the specific disclosures of personal data set out in this Section 4, we may disclose your personal data where such disclosure is necessary for compliance with a legal obligation to which we are subject, or in order to protect your vital interests or the vital interests of another natural person. We may also disclose your personal data where such disclosure is necessary for the establishment, exercise or defence of legal claims, whether in court proceedings or in an administrative or out-of-court procedure.

#### **4. International transfers of your personal data**

- 4.1 In this Section 5, we provide information about the circumstances in which your personal data may be transferred to countries outside the European Economic Area (EEA).
- 4.2 The hosting facilities for our website are situated in the United States. The European Commission has made an "adequacy decision" with respect to the data protection laws of each of these countries. Transfers to each of these countries will be protected by appropriate safeguards, namely the use of standard data protection clauses adopted or approved by the European Commission, a copy of which you can obtain from Article 13, Regulation (EU) 2016/679 (General Data Protection Regulation) – <https://gdpr-info.eu/art-13-gdpr/>.
- 4.3 You acknowledge that personal data that you submit for publication through our website or services may be available, via the internet, around the world. We cannot prevent the use (or misuse) of such personal data by others.

#### **5. Retaining and deleting personal data**

- 5.1 This Section 6 sets out our data retention policies and procedure, which are designed to help ensure that we comply with our legal obligations in relation to the retention and deletion of personal data.
- 5.2 Personal data that we process for any purpose or purposes shall not be kept for longer than is necessary for that purpose or those purposes.
- 5.3 We will retain your personal data as follows:
- (a) usage data will be retained for a minimum period of 8 years following the date of collection, and for a maximum period of 8 years following that date;
  - (b) account data will be retained for a minimum period of 8 years following the date of closure of the relevant account, and for a maximum period of 8 years following that date;
  - (c) profile data will be retained for a minimum period of 8 years following the date of closure of the relevant account, and for a maximum period of 8 years following that date;
  - (d) service data will be retained for a minimum period of 8 years following the termination of the contract under which the service was provided, and for a maximum period of 8 years following that date;
  - (e) publication data will be retained for a minimum period of 8 years following the date when the relevant publication ceases to be published on our website or through our services, and for a maximum period of 8 years following that date;
  - (f) enquiry data will be retained for a minimum period of 8 years following the date of the enquiry, and for a maximum period of 8 years following that date;

- (g) customer relationship data will be retained for a minimum period of 8 years following the termination of the relevant customer relationship, and for a maximum period of 8 years following that date;
- (h) transaction data will be retained for a minimum period of 8 years following the date of the transaction, and for a maximum period of 8 years following that date;
- (i) notification data will be retained for a minimum period of 8 years following the date that we are instructed to cease sending the notifications, and for a maximum period of 8 years following that date (providing that we will retain notification data insofar as necessary to fulfil any request you make to actively suppress notifications);
- (j) communication data will be retained for a minimum period of 8 years following the date of the communication in question, and for a maximum period of 8 years following that date; and

5.4 Notwithstanding the other provisions of this Section 5, we may retain your personal data where such retention is necessary for compliance with a legal obligation to which we are subject, or in order to protect your vital interests or the vital interests of another natural person.

## **6. Security of personal data**

- 6.1 We will take appropriate technical and organisational precautions to secure your personal data and to prevent the loss, misuse or alteration of your personal data.
- 6.2 We will store all your personal data on secure servers, personal computers and mobile devices, and in secure manual record-keeping systems.
- 6.3 Data relating to your financial transactions that is sent from your web browser to our web server, or from our web server to your web browser, will be protected using encryption technology.
- 6.4 You acknowledge that the transmission of unencrypted (or inadequately encrypted) data over the internet is inherently insecure, and we cannot guarantee the security of data sent over the internet.
- 6.5 You should ensure that your password is not susceptible to being guessed, whether by a person or a computer program. You are responsible for keeping the password you use for accessing our website confidential and we will not ask you for your password (except when you log in to our website).

## **7. Your rights**

- 7.1 In this Section 8, we have summarised the rights that you have under data protection law. Some of the rights are complex, and not all of the details have been included in our summaries. Accordingly, you should read the relevant laws and guidance from the regulatory authorities for a full explanation of these rights.
- 7.2 Your principal rights under data protection law are:
  - (a) the right to access - you can ask for copies of your personal data;
  - (b) the right to rectification - you can ask us to rectify inaccurate personal data and to complete incomplete personal data;
  - (c) the right to erasure - you can ask us to erase your personal data;
  - (d) the right to restrict processing - you can ask use to restrict the processing of your personal data;

- (e) the right to object to processing - you can object to the processing of your personal data;
  - (f) the right to data portability - you can ask that we transfer your personal data to another organisation or to you;
  - (g) the right to complain to a supervisory authority - you can complain about our processing of your personal data; and
  - (h) the right to withdraw consent - to the extent that the legal basis of our processing of your personal data is consent, you can withdraw that consent.
- 7.3 You have the right to confirmation as to whether or not we process your personal data and, where we do, access to the personal data, together with certain additional information. That additional information includes details of the purposes of the processing, the categories of personal data concerned and the recipients of the personal data. Providing the rights and freedoms of others are not affected, we will supply to you a copy of your personal data. The first copy will be provided free of charge, but additional copies may be subject to a reasonable fee.
- 7.4 You have the right to have any inaccurate personal data about you rectified and, taking into account the purposes of the processing, to have any incomplete personal data about you completed.
- 7.5 In some circumstances you have the right to the erasure of your personal data without undue delay. Those circumstances include: the personal data are no longer necessary in relation to the purposes for which they were collected or otherwise processed; you withdraw consent to consent-based processing; you object to the processing under certain rules of applicable data protection law; the processing is for direct marketing purposes; and the personal data have been unlawfully processed. However, there are exclusions of the right to erasure. The general exclusions include where processing is necessary: for exercising the right of freedom of expression and information; for compliance with a legal obligation; or for the establishment, exercise or defence of legal claims.
- 7.6 In some circumstances you have the right to restrict the processing of your personal data. Those circumstances are: you contest the accuracy of the personal data; processing is unlawful but you oppose erasure; we no longer need the personal data for the purposes of our processing, but you require personal data for the establishment, exercise or defence of legal claims; and you have objected to processing, pending the verification of that objection. Where processing has been restricted on this basis, we may continue to store your personal data. However, we will only otherwise process it: with your consent; for the establishment, exercise or defence of legal claims; for the protection of the rights of another natural or legal person; or for reasons of important public interest.
- 7.7 You have the right to object to our processing of your personal data on grounds relating to your particular situation, but only to the extent that the legal basis for the processing is that the processing is necessary for: the performance of a task carried out in the public interest or in the exercise of any official authority vested in us; or the purposes of the legitimate interests pursued by us or by a third party. If you make such an objection, we will cease to process the personal data unless we can demonstrate compelling legitimate grounds for the processing which override your interests, rights and freedoms, or the processing is for the establishment, exercise or defence of legal claims.
- 7.8 You have the right to object to our processing of your personal data for direct marketing purposes (including profiling for direct marketing purposes). If you make such an objection, we will cease to process your personal data for this purpose.
- 7.9 To the extent that the legal basis for our processing of your personal data is:
- (a) consent; or



- (b) that the processing is necessary for the performance of a contract to which you are party or in order to take steps at your request prior to entering into a contract,

and such processing is carried out by automated means, you have the right to receive your personal data from us in a structured, commonly used and machine-readable format. However, this right does not apply where it would adversely affect the rights and freedoms of others.

7.10 If you consider that our processing of your personal data infringes data protection laws, you have a legal right to lodge a complaint with a supervisory authority responsible for data protection. You may do so in the EU member state of your habitual residence, your place of work or the place of the alleged infringement.

7.11 To the extent that the legal basis for our processing of your personal data is consent, you have the right to withdraw that consent at any time. Withdrawal will not affect the lawfulness of processing before the withdrawal.

7.12 You may exercise any of your rights in relation to your personal data by written notice to us.

## **8. Third party websites**

8.1 Our website includes hyperlinks to, and details of, third party websites.

8.2 We have no control over, and are not responsible for, the privacy policies and practices of third parties.

## **9. Personal data of children**

9.1 Our website and services are targeted at persons over the age of 18.

9.2 If we have reason to believe that we hold personal data of a person under that age in our databases, we will delete that personal data.

## **10. Updating information**

10.1 Please let us know if the personal information that we hold about you needs to be corrected or updated.

## **11. About cookies**

11.1 A cookie is a file containing an identifier (a string of letters and numbers) that is sent by a web server to a web browser and is stored by the browser. The identifier is then sent back to the server each time the browser requests a page from the server.

11.2 Cookies may be either "persistent" cookies or "session" cookies: a persistent cookie will be stored by a web browser and will remain valid until its set expiry date, unless deleted by the user before the expiry date; a session cookie, on the other hand, will expire at the end of the user session, when the web browser is closed.

11.3 Cookies do not typically contain any information that personally identifies a user, but personal data that we store about you may be linked to the information stored in and obtained from cookies.

## **12. Cookies that we use**

12.1 We use cookies for the following purposes:

- (a) authentication and status - we use cookies to identify you when you visit our website and as you navigate our website, and to help us determine if you are logged into our website;

- (b) shopping cart - we use cookies to maintain the state of your shopping cart as you navigate our website;
- (c) personalisation - we use cookies to store information about your preferences and to personalise our website for you;
- (d) security - we use cookies as an element of the security measures used to protect user accounts, including preventing fraudulent use of login credentials, and to protect our website and services generally;
- (e) advertising - we use cookies to help us to display advertisements that will be relevant to you;
- (f) analysis - we use cookies to help us to analyse the use and performance of our website and services; and
- (g) cookie consent - we use cookies to store your preferences in relation to the use of cookies more generally.

### **13. Cookies used by our service providers**

- 13.1 Our service providers use cookies and those cookies may be stored on your computer when you visit our website.
- 13.2 We use Google Analytics. Google Analytics gathers information about the use of our website by means of cookies. The information gathered is used to create reports about the use of our website. You can find out more about Google's use of information by visiting <https://www.google.com/policies/privacy/partners/> and you can review Google's privacy policy at <https://policies.google.com/privacy>.
- 13.3 We use a Facebook pixel on our website. Using the pixel, Facebook collects information about the users and use of our website. The information is used to personalise Facebook advertisements and to analyse the use of our website. To find out more about the Facebook pixel and about Facebook's use of personal data generally, see the Facebook cookie policy at <https://www.facebook.com/policies/cookies/> and the Facebook privacy policy at <https://www.facebook.com/about/privacy>. The Facebook cookie policy includes information about controlling Facebook's use of cookies to show you advertisements. If you are a registered Facebook user, you can adjust how advertisements are targeted by following the instructions at <https://www.facebook.com/help/568137493302217>.

### **14. Managing cookies**

- 14.1 Most browsers allow you to refuse to accept cookies and to delete cookies. The methods for doing so vary from browser to browser, and from version to version. You can however obtain up-to-date information about blocking and deleting cookies via these links:
  - (a) <https://support.google.com/chrome/answer/95647> (Chrome);
  - (b) <https://support.mozilla.org/en-US/kb/enable-and-disable-cookies-website-preferences> (Firefox);
  - (c) <https://help.opera.com/en/latest/security-and-privacy/> (Opera);
  - (d) <https://support.microsoft.com/en-gb/help/17442/windows-internet-explorer-delete-manage-cookies> (Internet Explorer);
  - (e) <https://support.apple.com/en-gb/guide/safari/manage-cookies-and-website-data-sfri11471/mac> (Safari); and

(f) <https://privacy.microsoft.com/en-us/windows-10-microsoft-edge-and-privacy> (Edge).

14.2 Blocking all cookies will have a negative impact upon the usability of many websites.

14.3 If you block cookies, you will not be able to use all the features on our website.

## **15. Cookie preferences**

15.1 You can manage your preferences relating to the use of cookies on our website.

## **16. Amendments**

16.1 We may update this policy from time to time by publishing a new version on our website.

16.2 You should check this page occasionally to ensure you are happy with any changes to this policy.

## **17. Our details**

17.1 This website is owned and operated by Behind The Food Nutrition Limited.

17.2 We are registered in England and Wales under registration number 7585268, and our registered office is at 20-22 Wenlock Road, London, N1-7GU, United Kingdom.

17.3 You can contact us:

(a) by post, to the postal address given above;

(b) using our website contact form;

(c) by email, using the email address published on our website.

## **18. Data protection registration**

18.1 We are registered as a data controller with the UK Information Commissioner's Office.

18.2 Our data protection registration number is ICO:00013693987.

## Terms and conditions of use

### 1. Introduction

- 1.1 These terms and conditions shall govern your use of our website.
- 1.2 By using our website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.
- 1.3 If you register with our website, submit any material to our website or use any of our website services, we will ask you to expressly agree to these terms and conditions.
- 1.4 You must be at least 18 years of age to use our website; by using our website or agreeing to these terms and conditions, you warrant and represent to us that you are at least 18 years of age.

### 2. Copyright notice

- 2.1 Copyright (c) 2020 Behind The Food Nutrition Limited & Veronica Lim.
- 2.2 Subject to the express provisions of these terms and conditions:
  - (a) we, together with our licensors, own and control all the copyright and other intellectual property rights in our website and the material on our website; and
  - (b) all the copyright and other intellectual property rights in our website and the material on our website are reserved.

### 3. Permission to use website

- 3.1 You may:
  - (a) view pages from our website in a web browser;
  - (b) download pages from our website for caching in a web browser;
  - (c) print pages from our website for your own personal use, providing that such printing is not systematic or excessive;
  - (d) stream audio and video files from our website using the media player on our website; and
  - (e) download documents and other files from our website that are specified on the website as downloadable, store and view them on your computer, and print copies of them, in each case for your own personal use, and providing that such printing is not systematic or excessive,

subject to the other provisions of these terms and conditions, and providing that you will have no right to access or use materials that are only available under a subscription unless you have purchased a relevant subscription and that subscription is current.

- 3.2 Except as expressly permitted by Section 3.1 or the other provisions of these terms and conditions, you must not download any material from our website or save any such material to your computer.
- 3.3 You may only use our website for your own personal purposes; you must not use our website for any other purposes.

- 3.4 Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our website.
- 3.5 Unless you own or control the relevant rights in the material, you must not:
- (a) republish material from our website (including republication on another website);
  - (b) sell, rent or sub-license material from our website;
  - (c) show any material from our website in public;
  - (d) exploit material from our website for a commercial purpose; or
  - (e) redistribute material from our website.
- 3.6 Notwithstanding Section 3.5, you may redistribute our newsletter in print and electronic form to any person.
- 3.7 We reserve the right to suspend or restrict access to our website, to areas of our website and/or to functionality upon our website. We may, for example, suspend access to the website during server maintenance or when we update the website. You must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on the website.

#### **4. Misuse of website**

- 4.1 You must not:
- (a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability, accessibility, integrity or security of the website;
  - (b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
  - (c) hack or otherwise tamper with our website;
  - (d) probe, scan or test the vulnerability of our website without our permission;
  - (e) circumvent any authentication or security systems or processes on or relating to our website;
  - (f) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
  - (g) impose an unreasonably large load on our website resources (including bandwidth, storage capacity and processing capacity);
  - (h) decrypt or decipher any communications sent by or to our website without our permission;
  - (i) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent;
  - (j) access or otherwise interact with our website using any robot, spider or other automated means, except for the purpose of search engine indexing;
  - (k) use our website except by means of our public interfaces;
  - (l) violate the directives set out in the robots.txt file for our website;

- (m) use data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing); or
- (n) do anything that interferes with the normal use of our website.

4.2 You must not use data collected from our website to contact individuals, companies or other persons or entities.

4.3 You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and non-misleading.

## **5. Use on behalf of organisation**

5.1 If you use our website or expressly agree to these terms and conditions in the course of a business or other organisational project, then by so doing you bind both:

- (a) yourself; and
- (b) the person, company or other legal entity that operates that business or organisational project,

to these terms and conditions, and in these circumstances references to "you" in these terms and conditions are to both the individual user and the relevant person, company or legal entity, unless the context requires otherwise.

## **6. Registration and accounts**

6.1 You may register for an account with our website by completing and submitting the account registration form on our website, and clicking on the verification link in the email that the website will send to you.

6.2 You must not allow any other person to use your account to access the website.

6.3 You must notify us in writing immediately if you become aware of any unauthorised use of your account.

6.4 You must not use any other person's account to access the website.

## **7. User login details**

7.1 If you register for an account with our website, we will provide you with a user ID and password.

7.2 Your user ID must not be liable to mislead; you must not use your account or user ID for or in connection with the impersonation of any person.

7.3 You must keep your password confidential.

7.4 You must notify us in writing immediately if you become aware of any disclosure of your password.

7.5 You are responsible for any activity on our website arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure.

## **8. Cancellation and suspension of account**

8.1 We may:

- (a) edit your account details;
- (b) temporarily suspend your account; and/or

(c) cancel your account,

at any time in our sole discretion, providing that if we cancel any services you have paid for and you have not breached these terms and conditions, you will be entitled to a refund of any amounts paid to us in respect of those services that were to be provided by us to you after the date of such cancellation; we will give you notice of any cancellation under this Section 8.1.

8.2 You may cancel your account on our website by contacting us. You will not be entitled to any refund if you cancel your account in accordance with this Section 8.2.

## **9. Coaching course purchases**

9.1 To become a participant in a coaching course on our website, you must pay the applicable course fees during the account registration procedure. We will send you an acknowledgement of your order. If your order is accepted, we will send you an order confirmation, at which point the contract between us for the supply of the website services shall come into force.

9.2 You will have the opportunity to identify and correct input errors prior to making your order.

9.3 For so long as your account remains current and active in accordance with these terms and conditions and subject to the other provisions of these terms and conditions, you will have access to the course materials and website features specified on our website in relation to the coaching course for which you have purchased.

9.4 We may from time to time vary the benefits associated with a course by giving you notice of the variation, providing that, if in our reasonable opinion such a variation results in a substantial loss of value or functionality, you shall have the right to cancel your course, and we will refund to you any amounts paid to us in respect of any remaining period of your course after the date of such cancellation.

9.5 At the end of any course for which you have paid, and subject to the other provisions of these terms and conditions, your course access will be automatically cancelled, unless you repurchase the course and pay the applicable course fees.

## **10. Fees**

10.1 The fees in respect of our website services will be as set out on the website from time to time.

10.2 All amounts stated in these terms and conditions or on our website are stated exclusive of VAT.

10.3 You must pay to us the fees in respect of our website services in advance, in cleared funds, in accordance with any instructions on our website.

10.4 We may vary fees from time to time by posting new fees on our website, but this will not affect fees for services that have been previously paid.

10.5 If you dispute any payment made to us, you must contact us immediately and provide full details of your claim.

10.6 If you make an unjustified credit card, debit card or other charge-back then you will be liable to pay us, within 7 days following the date of our written request:

(a) an amount equal to the amount of the charge-back;

(b) all third party expenses incurred by us in relation to the charge-back (including charges made by our or your bank or payment processor or card issuer);

(c) an administration fee of GBP 50.00 including VAT; and

- (d) all our reasonable costs, losses and expenses incurred in recovering the amounts referred to in this Section 10.6 (including without limitation legal fees and debt collection fees),

and for the avoidance of doubt, if you fail to recognise or fail to remember the source of an entry on your card statement or other financial statement, and make a charge-back as a result, this will constitute an unjustified charge-back for the purposes of this Section 10.6.

- 10.7 If you owe us any amount under or relating to these terms and conditions, we may suspend or withdraw the provision of services to you.
- 10.8 We may at any time set off any amount that you owe to us against any amount that we owe to you, by sending you written notice of the set-off.

## **11. Distance contracts: cancellation right**

- 11.1 This Section 11 applies if and only if you offer to contract with us, or contract with us, as a consumer - that is, as an individual acting wholly or mainly outside your trade, business, craft or profession.
- 11.2 You may withdraw an offer to enter into a contract with us through our website, or cancel a contract entered into with us through our website, at any time within the period:
  - (a) beginning upon the submission of your offer; and
  - (b) ending at the end of 14 days after the day on which the contract is entered into,subject to Section 11.3. You do not have to give any reason for your withdrawal or cancellation.
- 11.3 You agree that we may begin the provision of services before the expiry of the period referred to in Section 11.2, and you acknowledge that, if we do begin the provision of services before the end of that period, then:
  - (a) if the services are fully performed, you will lose the right to cancel referred to in Section 11.2;
  - (b) if the services are partially performed at the time of cancellation, you must pay to us an amount proportional to the services supplied or we may deduct such amount from any refund due to you in accordance with this Section 11.
- 11.4 In order to withdraw an offer to contract or cancel a contract on the basis described in this Section 11, you must inform us of your decision to withdraw or cancel (as the case may be). You may inform us by means of any clear statement setting out the decision. To meet the cancellation deadline, it is sufficient for you to send your communication concerning the exercise of the right to cancel before the cancellation period has expired.
- 11.5 If you withdraw an offer to contract, or cancel a contract, on the basis described in this Section 11, you will receive a full refund of any amount you paid to us in respect of the offer or contract, except as specified in this Section 11.
- 11.6 We will refund money using the same method used to make the payment, unless you have expressly agreed otherwise. In any case, you will not incur any fees as a result of the refund.
- 11.7 We will process the refund due to you as a result of a cancellation on the basis described in this Section 11 without undue delay and, in any case, within the period of 14 days after the day on which we are informed of the cancellation.

## **12. Report abuse**



12.1 If you learn of any unlawful material or activity on our website, or any material or activity that breaches these terms and conditions, please let us know.

### **13. Limited warranties**

13.1 We do not warrant or represent:

- (a) the completeness or accuracy of the information published on our website;
- (b) that the material on the website is up to date;
- (c) that the website will operate without fault; or
- (d) that the website or any service on the website will remain available.

13.2 To the maximum extent permitted by applicable law and subject to Section 14.1, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our website and the use of our website.

### **14. Limitations and exclusions of liability**

14.1 Nothing in these terms and conditions will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law,

and, if you are a consumer, your statutory rights will not be excluded or limited by these terms and conditions, except to the extent permitted by law.

14.2 The limitations and exclusions of liability set out in this Section 14 and elsewhere in these terms and conditions:

- (a) are subject to Section 14.1; and
- (b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.

14.3 To the extent that our website and the information and services on our website are provided free of charge, we will not be liable for any loss or damage of any nature.

14.4 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

14.5 We will not be liable to you in respect of any loss or corruption of any data, database or software.

14.6 We will not be liable to you in respect of any special, indirect or consequential loss or damage.

14.7 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

## **15. Indemnity**

- 15.1 You hereby indemnify us, and undertake to keep us indemnified, against any and all losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute) incurred or suffered by us and arising directly or indirectly out of your use of our website or any breach by you of any provision of these terms and conditions.

## **16. Breaches of these terms and conditions**

- 16.1 Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:
- (a) send you one or more formal warnings;
  - (b) temporarily suspend your access to our website;
  - (c) permanently prohibit you from accessing our website;
  - (d) block computers using your IP address from accessing our website;
  - (e) contact any or all of your internet service providers and request that they block your access to our website;
  - (f) commence legal action against you, whether for breach of contract or otherwise; and/or
  - (g) suspend or delete your account on our website.
- 16.2 Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking.

## **17. Third party websites**

- 17.1 Our website includes hyperlinks to other websites owned and operated by third parties; such hyperlinks are not recommendations.
- 17.2 We have no control over third party websites and their contents, and subject to Section 14.1 we accept no responsibility for them or for any loss or damage that may arise from your use of them.

## **18. Trade marks**

- 18.1 Our logos and our other registered and unregistered trade marks are trade marks belonging to us; we give no permission for the use of these trade marks, and such use may constitute an infringement of our rights.
- 18.2 The third party registered and unregistered trade marks or service marks on our website are the property of their respective owners and, unless stated otherwise in these terms and conditions, we do not endorse and are not affiliated with any of the holders of any such rights and as such we cannot grant any licence to exercise such rights.

## **19. Variation**

- 19.1 We may revise these terms and conditions from time to time.
- 19.2 The revised terms and conditions shall apply to the use of our website from the date of publication of the revised terms and conditions on the website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions.

19.3 If you have given your express agreement to these terms and conditions, we will ask for your express agreement to any revision of these terms and conditions; and if you do not give your express agreement to the revised terms and conditions within such period as we may specify, we will disable or delete your account on the website, and you must stop using the website.

## **20. Assignment**

20.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.

20.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

## **21. Severability**

21.1 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

21.2 If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

## **22. Third party rights**

22.1 A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.

22.2 The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

## **23. Entire agreement**

23.1 Subject to Section 14.1, these terms and conditions, together with our privacy and cookies policy, shall constitute the entire agreement between you and us in relation to your use of our website and shall supersede all previous agreements between you and us in relation to your use of our website.

## **24. Law and jurisdiction**

24.1 These terms and conditions shall be governed by and construed in accordance with English law.

24.2 Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England.

## **25. Statutory and regulatory disclosures**

25.1 We will not file a copy of these terms and conditions specifically in relation to each user or customer and, if we update these terms and conditions, the version to which you originally agreed will no longer be available on our website. We recommend that you consider saving a copy of these terms and conditions for future reference.

25.2 These terms and conditions are available in the English language only.

25.3 We are registered as Nutritional Therapist with the British Association for Nutrition and Lifestyle Medicine in the United Kingdom, and the Complementary and Natural Healthcare Council, and are subject to professional guidelines and codes of conduct, which can be found at [bant.org.uk](http://bant.org.uk) and [cnhc.org.uk](http://cnhc.org.uk) respectively.

## **24. Our details**

- 24.1 This website is owned and operated by Behind The Food Nutrition Limited.
- 24.2 We are registered in England and Wales under registration number 7585268, and our registered office is at 20-22 Wenlock Road, London, N1-7GU, United Kingdom.
- 24.3 You can contact us:
- (a) by post, to the postal address given above;
  - (b) using our website contact form;
  - (c) by email, using the email address published on our website.