

# TERMS & CONDITIONS

**Nourish to Flourish NZ Ltd** (“Nourish to Flourish NZ Ltd,” “we,” “us,” or “our”) welcomes you. We invite you to access and use our websites, including, without limitation, [nourishtoflourish.co.nz](http://nourishtoflourish.co.nz), and our programs hosted through [wix.com](http://wix.com), [mailchimp](http://mailchimp.com), [mailerlite](http://mailerlite.com), [samcart](http://samcart.com) or other third party sites (the “Websites”).

We provide visitors to our Websites (“Visitors”) access to the Websites subject to the following Terms of Use, which may be updated by us from time to time without notice to you. By browsing the public areas or by accessing and using the Websites, you acknowledge that you have read, understood, and agree to be legally bound by these Terms of Use and our Privacy Policy, which is hereby incorporated by reference (collectively, this “Agreement”).

If you do not agree to any of these terms, then please do not use the Websites, download our digital tools or sign up to any of our programs.

Any user who registers with us (each, a “Client”) and wishes to purchase a product or service through one of our Websites, or our third parties, is agreeing to the terms of this Agreement and the accompanying Terms and Conditions of Purchase with respect to such product or service. In the event of any conflict between the terms of this Agreement and the Terms and Conditions of Purchase, the Terms and Conditions of Purchase shall control.

## **1. Description and use of our Websites**

We provide Visitors and Client’s with access to the Services as described below.

**Visitors:** Visitors, as the term implies, are people who do not register with us, but want to explore the Websites. No login is required for Visitors. Visitors can: (i) view all publicly-available content on the Websites; and (ii) email us.

**Client’s:** Client’s can do all the things that Visitors can do, and: (i) purchase products and services through one of our Websites; (ii) access exclusive content available only to Client’s ; (iii) create, access, manage, and update their own personal accounts on the Websites; (iv) post comments and other content on the Websites (collectively, “Client Content”); (v) sign up for our various programs; (vi) sign up for alerts and other notifications; and (vii) become part of the Nourish to Flourish NZ Ltd community.

Nourish to Flourish NZ Ltd is under no obligation to accept any individual as a Client and may accept or reject any registration in its sole and complete discretion. In addition, Nourish to Flourish NZ Ltd may deactivate any account at any time, including, without limitation, if it determines that a Client has violated these Terms of Use.

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## **2. Disclaimers**

Throughout the "Websites", we may provide links and pointers to Internet sites maintained by third parties. Our linking to such third-party sites does not imply an endorsement or sponsorship of such sites, or the information, products or services offered on or through the sites. In addition, neither we nor affiliates operate or control in any respect any information, products or services that third parties may provide on or through the Site or on websites linked to by us on the Site.

If applicable, any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers, are those of the respective authors or distributors, and not Nourish to Flourish NZ Ltd.

Neither Nourish to Flourish NZ Ltd nor any third-party provider of information guarantees the accuracy, completeness, or usefulness of any content. Furthermore, The Nourish to Flourish NZ Ltd neither endorses nor is responsible for the accuracy and reliability of any opinion, advice, or statement made on any of the websites by anyone other than an authorized Nourish to Flourish NZ Ltd representative while acting in his/her official capacity.

THE INFORMATION, PRODUCTS AND SERVICES OFFERED ON OR THROUGH THE WEBSITES AND BY Nourish to Flourish NZ Ltd AND ANY THIRD-PARTY SITES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE SITE OR ANY OF ITS FUNCTIONS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY PART OF THE WEBSITES, INCLUDING BULLETIN BOARDS, OR THE SERVERS THAT MAKE IT AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SITE OR MATERIALS ON THE WEBSITES OR ON THIRD-PARTY SITES IN TERMS OF THEIR CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY OR OTHERWISE.

# TERMS & CONDITIONS

You agree at all times to defend, indemnify and hold harmless Nourish to Flourish NZ its affiliates, their successors, transferees, assignees and licensees and their respective parent and subsidiary companies, agents, associates, officers, directors, shareholders and employees of each from and against any and all claims, causes of action, damages, liabilities, costs and expenses, including legal fees and expenses, arising out of or related to your breach of any obligation, warranty, representation or covenant set forth herein.

### **3. Limitation of Liability**

Our liability to the Client, in relation to any loss, damage, expense or liability claimed to have been suffered by the Client as a direct or indirect consequence of the Nourish to Flourish NZ Ltd, performance of the services, whether in contract, tort, equity, or otherwise, shall be limited to the value of the total price charged to the Client for the product or service.

We accept no liability for any of the views, facts, opinions, or references in the websites or in any of our programs, services, courses, classes or materials whatsoever. You assume responsibility for using, or not using, any of the information on the websites, or in any of our programs, services, courses, classes or materials and you acknowledge that you are using it, or not using it, at your own risk.

Information posted on the websites, or linked to a third party site, expresses a perspective and this perspective may or may not necessarily reflect our views or the views of any other person on the Site. Maintaining the material on our Site, or any failure to remove particular material from the Site, does not constitute endorsement or acceptance of that material in any way by us. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL WE, OUR SUBSIDIARY AND PARENT COMPANIES OR AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE SITE, INCLUDING OUR MESSAGING, BLOGS, COMMENTS OF OTHERS, BOOKS, EMAILS, PRODUCTS, OR SERVICES, OR THIRD-PARTY MATERIALS, PRODUCTS, OR SERVICES MADE AVAILABLE THROUGH THE SITE OR BY US IN ANY WAY, EVEN IF WE ARE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT WE ARE NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER. IF YOU ARE DISSATISFIED WITH THE SITE, ANY MATERIALS, PRODUCTS, OR SERVICES ON THE SITE, OR WITH ANY OF THE SITE'S TERMS AND CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE AND THE PRODUCTS, SERVICES AND/OR MATERIALS.

# TERMS & CONDITIONS

The website(s) IS CONTINUALLY UNDER DEVELOPMENT AND NOURISH TO FLOURISH NZ LTD MAKES NO WARRANTY OF ANY KIND, IMPLIED OR EXPRESS, AS TO ITS ACCURACY, COMPLETENESS OR APPROPRIATENESS FOR ANY PURPOSE WITH REGARDS TO CONTENT RELATING TO HEALTH & WELLNESS: THE WEBSITES AND THROUGH OUR PROGRAMS, SOCIAL MEDIA ACCOUNTS, AND ANYWHERE WE PROVIDE INFORMATION, WE OFFER HEALTH, WELLNESS, FITNESS AND NUTRITIONAL INFORMATION AND IS DESIGNED FOR EDUCATIONAL PURPOSES ONLY. YOU SHOULD NOT RELY ON THIS INFORMATION AS A SUBSTITUTE FOR, NOR DOES IT REPLACE, PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. IF YOU HAVE ANY CONCERNS OR QUESTIONS ABOUT YOUR HEALTH, YOU SHOULD ALWAYS CONSULT WITH A PHYSICIAN OR OTHER HEALTH-CARE PROFESSIONAL. DO NOT DISREGARD, AVOID OR DELAY OBTAINING MEDICAL OR HEALTH RELATED ADVICE FROM YOUR HEALTH-CARE PROFESSIONAL BECAUSE OF SOMETHING YOU MAY HAVE READ ON THE WEBSITES. THE USE OF ANY INFORMATION PROVIDED ON the websites IS SOLELY AT YOUR OWN RISK. NOTHING STATED OR POSTED ON THE WEBSITES OR AVAILABLE THROUGH ANY PROGRAMS OR SERVICES ARE INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, THE PRACTICE OF MEDICAL OR COUNSELLING CARE. FOR PURPOSES OF THIS AGREEMENT, THE PRACTICE OF MEDICINE AND COUNSELLING INCLUDES, WITHOUT LIMITATION, PSYCHIATRY, PSYCHOLOGY, PSYCHOTHERAPY, OR PROVIDING HEALTH CARE TREATMENT, INSTRUCTIONS, DIAGNOSIS, PROGNOSIS OR ADVICE.

## **4. Community Guidelines**

Nourish to Flourish NZ Ltd's community, like any community, functions best when its users follow a few simple rules. By accessing and/or using the Websites, you agree to comply with these community guidelines (the "Community Guidelines") and that: You will comply with all applicable laws in your use of the Websites and will not use the Websites for any unlawful purpose;

You will not upload, post, email, transmit, or otherwise make available any content that: infringes any copyright, trademark, right of publicity, or other proprietary rights of any person or entity; or is defamatory, libelous, indecent, obscene, pornographic, sexually explicit, invasive of another's privacy, promotes violence, or contains hate speech (i.e., speech that attacks or demeans a group based on race or ethnic origin, religion, disability, gender, age, veteran status, and/or sexual orientation/gender identity; or discloses any sensitive information about another person, including that person's email address, postal address, phone number, credit card information, or any similar information.

You will not "stalk," threaten, or otherwise harass another person.

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You will not spam or use the Websites to engage in any commercial activities;

If you post any Client Content, you will stay on topic;

You will not access or use the Websites to collect any market research for a competing business;

You will not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;

You will not interfere with or attempt to interrupt the proper operation of the Websites through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or attempt to gain access to any data, files, or passwords related to the Websites through hacking, password or data mining, or any other means;

You will not cover, obscure, block, or in any way interfere with any advertisements and/or safety features on the Websites;

You will not use any robot, spider, scraper, or other automated means to access the Websites for any purpose without our express written permission; provided, however, we grant the operators of public search engines permission to use spiders to copy materials from the public portions of the Websites for the sole purpose of and solely to the extent necessary for creating publicly-available searchable indices of the materials, but not caches or archives of such materials;

You will not take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our technical infrastructure; and

You will let us know about inappropriate content of which you become aware. If you find something that violates our Community Guidelines, please let us know, and we'll review it;

You will not solicit or use the Websites to turn our clients into your customers;

You will not offer your services, sell your programs or products, or invite Client's to join other social networks, groups, or programs; this is a space for learning and is a pitch-free, solicitation-free and sales-free environment;

You will not share affiliate links within the Websites. We reserve the right, in our sole and absolute discretion, to deny you access to the Websites, or any portion of the Websites, without notice, and to remove any content that does not adhere to these Community Guidelines.

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NON-DISPARAGEMENT. You agree that you will not engage in any conduct or communications with a third party, public or private, designed to disparage the Company, any of our programs, or Dr Georgina Compton, including, but not limited to, any remark, comment, message, information, declaration, campaign, communication, or other statement of any kind, whether verbal, in writing, electronically transferred, or otherwise, that might reasonably be construed to be derogatory, defamatory, libelous, or slander

## **5. Fees and Payment**

As consideration for any purchase you make on the Websites, you shall pay Nourish to Flourish NZ Ltd all applicable fees and taxes. We (or our third-party payment processor) shall authorize your credit card, bank account, or other approved payment facility you provided during the registration process for the full payment of the fees and any applicable taxes, and you hereby consent to the same.

Our prices are quoted in N.Z. dollars.

You must provide current, complete, and accurate billing and credit card information. You must promptly update all billing information (such as billing address, card number, and expiration date) to keep your account current, complete, and accurate, and you must promptly contact us if your credit card is lost or stolen, or if you become aware of a potential breach of account security (such as an unauthorized disclosure or use of your Sign-In Name or Password).

You hereby authorize Nourish to Flourish NZ Ltd to obtain or determine updated or replacement expiration dates for your credit card in the event that the credit card you provided us expires. We reserve the right to charge any renewal card issued to you to the same extent as the expired card. If payment is not received from your credit card issuer, you hereby agree to pay all amounts due upon demand. You agree to pay all costs of collection, including legal fees and costs, on any outstanding balance. In certain instances, the issuer of your credit card may charge you a foreign transaction fee or related charges, which you will be responsible to pay. You are advised to check with your bank and credit card issuer for details.

## **6. Refund Policy**

The refund policy for the N2F IBS Solution / Nourish to Flourish Gut healing program is within 14 days of signup. To process a refund for the Program, please contact us at [nourishtoflourishnz@gmail.com](mailto:nourishtoflourishnz@gmail.com) or [drgeorgina@nourishtoflourish.co.nz](mailto:drgeorgina@nourishtoflourish.co.nz)

A refund for a digital tool (pdf download, e book etc) can also be processed if contacted within 14 days of purchase.

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## **7. Intellectual Property**

The Websites contain material, such as videos, coursework, lesson plans, training modules, photographs, software, text, graphics, images, sound recordings, and other material provided by or on behalf of Nourish to Flourish NZ Ltd (collectively referred to as the “Content”). The Content may be owned by us or third parties. The Content is protected under both New Zealand and foreign laws. Unauthorized use of the Content may violate copyright, trademark, and other laws.

Visitors may view all publicly-available Content for their own personal, non-commercial use. Client’s who have purchased any product or service, may download onto their own machines and view any Content contained in such purchased product or service for their own personal, non-commercial use. Other than as expressly set forth in the immediately two prior sentences, you have no other rights in or to the Content (other than your own Client Content that you post to the Websites), and you will not use the Content except as permitted under this Agreement. No other use is permitted without the prior written consent of Nourish to Flourish NZ Ltd.

Nourish to Flourish NZ Ltd retains all right, title, and interest, including all intellectual property rights, in and to the Content. You must retain all copyright and other proprietary notices contained in the original Content. You may not sell, transfer, assign, license, sublicense, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use or posting of the Content on any other website, social media page, or in a networked computer environment for any purpose is expressly prohibited.

If you violate any part of this Agreement, your permission to access and/or use the Content and the Websites automatically terminates and you must immediately destroy any copies you have made of the Content.

The trademarks, service marks, and logos of Nourish to Flourish NZ Ltd (The N2F IBS Solution and any trademarks) used and displayed on the Websites are registered and unregistered trademarks or service marks of Nourish to Flourish NZ Ltd.

Other company, product, and service names located on the Websites may be trademarks or service marks owned by others (the “Third-Party Trademarks,” and, collectively with Nourish to Flourish NZ Ltd Trademarks, the “Trademarks”). Nothing on the Websites should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without our prior written permission specific for each such use. Use of the Trademarks as part of a link to or from any site is prohibited unless establishment of such a link is approved in advance by us in writing. All goodwill generated from the use of Nourish to Flourish Ltd Trademarks inures to our benefit.

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Elements of the Websites are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including, but not limited to, the use of framing or mirrors. None of the Content may be retransmitted without our express, written consent for each and every instance.

## **8. Sign-in Name; Password; Unique Identifiers**

During the registration process for clients, we may ask you to create an account, which includes a sign-in name ("Sign-In Name"), a password ("Password"), and perhaps certain additional information that will assist in authenticating your identity when you log-in in the future ("Unique Identifiers"). When creating your account, you must provide true, accurate, current, and complete information. Each Sign-In Name and corresponding Password can be used by only one "client", and sharing your access credentials with others (especially if they are using your credentials to access our proprietary Content (as defined below)) is a material breach of this Agreement. You are solely responsible for the confidentiality and use of your Sign-In Name, Password, and Unique Identifiers, as well as for any use, misuse, or communications entered through the Websites using one or more of them. You will promptly inform us of any need to deactivate a Password or Sign-In Name, or change any Unique Identifier. We reserve the right to delete or change your Password, Sign-In Name, or Unique Identifier at any time and for any reason and shall have no liability to you for any loss or damage caused by such action.

## **9. Client Content; Licenses**

As noted above, the Websites and social media sites provide client's the ability to post and upload Client Content. You expressly acknowledge and agree that once you submit your Client Content for inclusion into the Websites, it will be accessible by others, and that there is no confidentiality or privacy with respect to such Client Content, including, without limitation, any personally identifying information that you may make available. YOU, AND NOT Nourish to Flourish NZ Ltd, ARE ENTIRELY RESPONSIBLE FOR ALL YOUR Client Content THAT YOU UPLOAD, POST, EMAIL, OR OTHERWISE TRANSMIT VIA THE WEBSITES and also in our social media groups. You retain all copyrights and other intellectual property rights in and to your own Client Content. You do, however, hereby grant us and our sublicensees a non-exclusive, royalty-free, freely sublicensable, perpetual license to modify, compile, combine with other content, copy, record, synchronize, transmit, translate, format, distribute, publicly display, publicly perform, and otherwise use



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or exploit (including for profit) your Client Content and all intellectual property and moral rights therein throughout the universe, in each case, by or in any means, methods, media, or technology now known or hereafter devised. You also grant us and our sublicensees the right, but not the obligation, to use your Client Content, your Sign-In Name, name, likeness, and photograph in connection with any use of the related Client Content permitted by the previous sentence and/or to advertise and promote the Websites, Nourish to Flourish NZ Ltd, and our products and services. Without limiting the foregoing, you acknowledge and agree that uses of your Client Content, name, likeness, and photograph permitted by the foregoing rights and licenses may include the display of such Client Content, name, likeness, and photograph adjacent to advertising and other material or content, including for profit.

If you submit Client Content to us, each such submission constitutes a representation and warranty to Nourish to Flourish NZ Ltd that such Client Content is your original creation (or that you otherwise have the right to provide the Client Content), that you have the rights necessary to grant the license to the Client Content under the prior paragraph, and that it and its use by Nourish to Flourish Ltd and its content partners as permitted by this Agreement does not and will not infringe or misappropriate the intellectual property or moral rights of any person or contain any libelous, defamatory, or obscene material or content that violates our Community Guidelines

## **10. Communications with Us**

Although we encourage you to email us, we do not want you to, and you should not, email us any content that contains confidential or medical information. With respect to all emails and communications you send to us, including, but not limited to, feedback, questions, comments, suggestions, and the like, we shall be free to use any ideas, concepts, know-how, or techniques contained in your communications for any purpose whatsoever, including but not limited to, the development, production, and marketing of products and services that incorporate such information without compensation or attribution to you.

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## **11. External Sites**

The Websites may contain links to third-party websites (“External Sites”). These links are provided solely as a convenience to you and not as an endorsement by us of the content on such External Sites. The content of such External Sites is developed and provided by others. You should contact the site administrator or webmaster for those External Sites if you have any concerns regarding such links or any content located on such External Sites. We are not responsible for the content of any linked External Sites and do not make any representations regarding the content or accuracy of materials on such External Sites. You should take precautions when downloading files from all websites to protect your computer from viruses and other destructive programs. If you decide to access linked External Sites, you do so at your own risk.

## **12. Controlling law**

This Agreement and any action related thereto will be governed under New Zealand law without regard to its conflict of laws provisions.

## **13. Compliance with Applicable Laws**

The Websites are based in New Zealand. We make no claims concerning whether the Content may be downloaded, viewed, or be appropriate for use outside of New Zealand. If you access the Websites or the Content from outside of New Zealand, you do so at your own risk. Whether inside or outside of New Zealand, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction. If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions

## **14. Termination of the Agreement**

We reserve the right, in our sole discretion, to restrict, suspend, or terminate this Agreement and your access to all or any part of the Websites, at any time and for any reason without prior notice or liability. We reserve the right to change, suspend, or discontinue all or any part of the Websites at any time without prior notice or liability. The following sections shall survive any termination of this Agreement: “Fees and Payment” (until you pay all fees and taxes due hereunder), “Intellectual Property”, “Client Content; Licenses,” “Communications with Us,” “Disclaimers”, “Refund Policy”, “No Warranties”, “Limitation of Liability,” “Representations; Warranties; and Indemnification,” “Termination of the Agreement,” “Controlling Law”, “Class Action Waiver”, “Severability”.

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## **15. Class Action Waiver**

You agree that any arbitration or proceeding shall be limited to the Dispute between us and you individually. To the full extent permitted by law, (i) no arbitration or proceeding shall be joined with any other; (ii) there is no right or authority for any Dispute to be arbitrated or resolved on a class action-basis or to utilize class action procedures; and (iii) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

## **16. Severability**

If any clause within this Provision (other than the Class Action Waiver clause above) is found to be illegal or unenforceable, that clause will be severed from this Provision, and the remainder of this Provision will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, this entire Provision will be unenforceable and the dispute will be decided by a court under New Zealand law.

# PRIVACY POLICY

**Nourish to Flourish NZ Ltd** (“Company,” “we,” or “us”) respects your privacy and is committed to protecting it through this Privacy Policy. This Privacy Policy governs your access to and use of [www.nourishtoflourish.co.nz](http://www.nourishtoflourish.co.nz) including any content, functionality and services offered on or through [www.nourishtoflourish.co.nz](http://www.nourishtoflourish.co.nz) (the “Website”), whether as a guest or a registered user.

When accessing the Website, the Company will learn certain information about you, both automatically and through voluntary actions you may take, during your visit. This policy applies to information we collect on the Website and in email, text, or other electronic messages between you and the Website.

Please read the Privacy Policy carefully before you start to use the Website or agree to continue with any program purchased by you through this website.

By using the Website or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by the Privacy Policy. If you do not want to agree to the Privacy Policy, you must not access or use the Website.

## **Children Under The Age Of 13**

Our Website is not intended for children under 13 years of age. No one under age 13 may provide any information to or on the Website. We do not knowingly collect personal information from children under 13. If you are under 13, do not use or provide any information on this Website or on or through any of its features/register on the Website, make any purchases through the Website, use any of the interactive or public comment features of this Website or provide any information about yourself to us, including your name, address, telephone number, email address, or any screen name or user name you may use. If we learn we have collected or received personal information from a child under 13 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a child under 13, please contact us at [nourishtoflourishnz@gmail.com](mailto:nourishtoflourishnz@gmail.com)

# PRIVACY POLICY

## **Information We Collect About You**

When you access the Website, the Company will learn certain information about you during your visit.

## **Information You Provide To Us.**

The Website provides various places for users to provide information. We collect information that users provide by filling out forms on the Website, communicating with us via contact forms, responding to surveys, search queries on our search feature, providing comments or other feedback, and providing information when ordering a product or service via the Website. We use information you provide to us to deliver the requested product and/or service, to improve our overall performance, and to provide you with offers, promotions, and information.

## **Information We Collect.**

Through Automatic Data Collection Technology. As you navigate through our Website, we may use automatic data collection technologies including Google Analytics to collect certain information about your equipment, browsing actions, and patterns. This will generally include information about your location, your traffic pattern through our website, and any communications between your computer and our Website. Among other things, we will collect data about the type of computer you use, your Internet connection, your IP address, your operating system, and your browser type.

The information we collect automatically is used for statistical data and will not include personal information. We use this data to improve our Website and our service offerings. To the extent that you voluntarily provide personal information to us, our systems will associate the automatically collected information with your personal information.

## **Use of Cookies And Pixels**

Similar to other commercial websites, our website utilizes a standard technology called "cookies" and server logs to collect information about how our site is used. Information gathered through cookies and server logs may include the date and time of visits, the pages viewed, time spent at our site, and the websites visited just before and just after our own, as well as your IP address.

A cookie is a very small text document, which often includes an anonymous unique identifier. When you visit a website, that site's computer asks your computer for permission to store this file in a part of your hard drive specifically designated for cookies.

# PRIVACY POLICY

## **Cookies and pixels continued...**

Each website can send its own cookie to your browser if your browser's preferences allow it, but (to protect your privacy) your browser only permits a website to access the cookies it has already sent to you, not the cookies sent to you by other sites.

The Company reserves the right to use technological equivalents of cookies, including social media pixels. These pixels allow social media sites to track visitors to outside websites so as to tailor advertising messages users see while visiting that social media website. The Company reserves the right to use these pixels in compliance with the policies of the various social media sites.

## **Third Party Use Of Cookies**

Some content or applications, including advertisements, on the Website are served by third-parties, including advertisers, ad networks and servers, content providers, and application providers. These third parties may use cookies alone or in conjunction with web beacons or other tracking technologies to collect information about you when you use our website. The information they collect may be associated with your personal information or they may collect information, including personal information, about your online activities over time and across different websites and other online services. They may use this information to provide you with interest-based (behavioral) advertising or other targeted content. We do not control these third parties' tracking technologies or how they may be used. If you have any questions about an advertisement or other targeted content, you should contact the responsible provider directly.

## **Email Information**

If you choose to correspond with us through email, we may retain the content of your email messages together with your email address and our responses. We provide the same protections for these electronic communications that we employ in the maintenance of information received online, mail, and telephone. This also applies when you register for our website, sign up through any of our forms using your email address or make a purchase on this site. For further information see the email policies below.

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## **Email Policies**

We are committed to keeping your e-mail address confidential. We do not sell, rent, or lease our subscription lists to third parties, and will not disclose your email address to any third parties except as allowed in the section titled Disclosure of Your Information. We will maintain the information you send via e-mail in accordance with applicable federal law.

In compliance with the CAN-SPAM Act, all e-mails sent from our organization will clearly state who the e-mail is from and provide clear information on how to contact the sender. In addition, all e-mail messages will also contain concise information on how to remove yourself from our mailing list so that you receive no further e-mail communication from us.

Our emails provide users the opportunity to opt-out of receiving communications from us and our partners by reading the unsubscribe instructions located at the bottom of any e-mail they receive from us at anytime. Users who no longer wish to receive our newsletter or promotional materials may opt-out of receiving these communications by clicking on the unsubscribe link in the e-mail.

## **How And Why We Collect Information**

The Company collects your information in order to record and support your participation in the activities you select. If you register to download a book or resources, sign up for our newsletter, and/or purchase a product from us, we collect your information. We use this information to track your preferences and to keep you informed about the products and services you have selected to receive and any related products and/or services. As a visitor to this Website, you can engage in most activities without providing any personal information. It is only when you seek to download resources and/or register for services that you are required to provide information.

If you are outside the European Union and opt to receive any free resources, participate in any free training programs, register for a webinar, register for a live event, register for a seminar, or purchase any products sold by the Company on this Website, we will automatically enroll you to receive our free email newsletter. If you do not wish to receive this newsletter, you can unsubscribe anytime. We include an "unsubscribe" link at the bottom of every email we send. If you ever have trouble unsubscribing, you can send an email to [nourishtoflourishnz@gmail.com](mailto:nourishtoflourishnz@gmail.com) or [drgeorgina@nourishtoflourish.co.nz](mailto:drgeorgina@nourishtoflourish.co.nz) requesting to unsubscribe from future emails.

# PRIVACY POLICY

## **How Do We Use the Information That You Provide to Us?**

We use personal information for purposes of presenting our Website and its contents to you, providing you with information, providing you with offers for products and services, providing you with information about your subscriptions and products, carrying out any contract between you and the Company, administering our business activities, providing customer service, and making available other items and services to our customers and prospective customers.

From time-to-time, we may use the information you provide to us to make you offers to purchase products and services provided by third parties in exchange for a commission to be paid to us by such third parties. Should you opt to take part in such promotions, the third parties will receive your information.

From time-to-time, we may use the information you provide to us to display advertisements to you that are tailored to your personal characteristics, interests, and activities.

## **Disclosure Of Your Information**

As a general rule, we do not sell, rent, lease or otherwise transfer any information collected automatically or through your voluntary action.

We may disclose your personal information to our subsidiaries, affiliates, and service providers for the purpose of providing our services to you.

We may disclose your personal information to a third party, including a lawyer or collection agency, when necessary to enforce our terms of service or any other agreement between you and the Company.

We may provide your information to any successor in interest in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of the Company's assets and/or business.

We may disclose information when legally compelled to do so, in other words, when we, in good faith, believe that the law requires it or for the protection of our legal rights or when compelled by a court or other governmental entity to do so.



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## **How Do We Protect Your Information and Secure Information Transmissions?**

We employ commercially reasonable methods to ensure the security of the information you provide to us and the information we collect automatically. This includes using standard security protocols and working only with reputable third-party vendors.

Email is not recognized as a secure medium of communication. For this reason, we request that you do not send private information to us by email. However, doing so is allowed, but at your own risk.

Some of the information you may enter on our website may be transmitted securely via a secure medium known as Secure Sockets Layer, or SSL. Credit Card information and other sensitive information is never transmitted via email.

The Company may use software programs to create summary statistics, which are used for such purposes as assessing the number of visitors to the different sections of our site, what information is of most and least interest, determining technical design specifications, and identifying system performance or problem areas. For site security purposes and to ensure that this service remains available to all users, the Company uses software programs to monitor network traffic to identify unauthorized attempts to upload or change information, or otherwise cause damage.

## **Policy Changes**

It is our policy to post any changes we make to our privacy policy on this page. If we make material changes to how we treat our users' personal information, we will notify you by email to the email address specified in your account and/or through a notice on the Website home page. The date the privacy policy was last revised is identified at the bottom of the page. You are responsible for ensuring we have an up-to-date active and deliverable email address for you, and for periodically visiting our Website and this privacy policy to check for any changes.

## **Visitors' GDPR Rights**

If you are within the European Union, you are entitled to certain information and have certain rights under the General Data Protection Regulation. Those rights include: We will retain the any information you choose to provide to us until the earlier of: (a) you asking us to delete the information, (b) our decision to cease using our existing data providers, or (c) the Company decides that the value in retaining the data is outweighed by the costs of retaining it.

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You have the right to request access to your data that the Company stores and the rights to either rectify or erase your personal data.

You have the right to seek restrictions on the processing of your data.

You have the right to object to the processing of your data and the right to the portability of your data.

To the extent that you provided consent to the Company's processing of your personal data, you have the right to withdraw that consent at any time, without affecting the lawfulness of processing based upon consent that occurred prior to your withdrawal of consent.

You have the right to lodge a complaint with a supervisory authority that has jurisdiction over issues related to the General Data Protection Regulation.

We require only the information that is reasonably required to enter into a contract with you.

We will not require you to provide consent for any unnecessary processing as a condition of entering into a contract with us.

## **Contact Us**

The Company welcomes your questions or comments regarding the Privacy Policy:

Nourish to Flourish NZ Ltd

3/3 Margaret St

Freemans Bay

Auckland 1011

New Zealand

Email Address: [nourishtoflourishnz@gmail.com](mailto:nourishtoflourishnz@gmail.com) or [drgeorgina@nourishtoflourish.co.nz](mailto:drgeorgina@nourishtoflourish.co.nz)

Effective as of 2nd May 2020