

Program Policies

Privacy Policy

SECURITY OF INFORMATION

We take all reasonable steps to protect Your personal data and keep Your information secure. We use recognized online secure payment systems, a HIPAA compliant telehealth portal, and implement generally accepted standards of security to protect against personal data loss or misuse. However, no security measure is foolproof, and no method of data transmission can be guaranteed against interception or misuse. We cannot guarantee complete security of any information You transmit to Us.

HOW YOUR INFORMATION IS USED

We may use your information to:

- send you our newsletters from time to time.
- ensure that content from our site is presented in the most effective manner for you and for your computer.
- provide you with information, products or services that you request from us or which we feel may interest you, where you have consented to be contacted for such purposes.
- carry out our obligations arising from any contracts entered into between you and us.
- allow you to participate in interactive features of our service, when you choose to do so.
- notify you about changes to our service.

COOKIES & 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. 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.

A Nourished Life Nutrition 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. We reserve the right to use these pixels in compliance with the policies of the various social media sites.

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

- **Communication Data** that includes any communication that you send to us whether that be through the contact form on our website, through email, text, social media messaging, social media posting or any other communication that you send us. We process this data for the purposes of communicating with you, for record keeping and for the establishment, pursuance or defence of legal claims. Our lawful ground for this processing is our legitimate interests which in this case are to reply to communications sent to us, to keep records and to establish, pursue or defend legal claims.
- **Customer Data** that includes data relating to any purchases of goods and/or services such as your name, title, billing address, delivery address email address, phone number, contact details, purchase details and your card details. We process this data to supply the goods and/or services you have purchased and to keep records of such transactions. Our lawful ground for this processing is the performance of a contract between you and us and/or taking steps at your request to enter into such a contract.
- **Health Data** this is collected via the HIPAA compliant portal, Practice Better. All health and personal information gathered there will remain there. You may read their privacy policy here: <https://practicebetter.io/privacy/>
- **User Data** that includes data about how you use our website and any online services together with any data that you post for publication on our website or through other online services. We process this data to operate our website and ensure relevant content is provided to you, to ensure the security of our website, to maintain back-ups of our website and/or databases and to enable publication and administration of our website, other online services and business. Our lawful ground for this processing is our legitimate interests which in this case are to enable us to properly administer our website and our business.
- **Technical Data** that includes data about your use of our website and online services such as your IP address, your login data, details about your browser, length of visit to pages on our website, page views and navigation paths, details about the number of times you use our website, time zone settings and other technology on the devices you use to access our website. The source of this data is from our analytics tracking system. We process this data to analyse your use of our website and other online services, to administer and protect our business and website, to deliver relevant website content and advertisements to you and to understand the effectiveness of our advertising. Our lawful ground for this processing is our legitimate interests which in

this case are to enable us to properly administer our website and our business and to grow our business and to decide our marketing strategy.

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

Terms & Conditions

All programs, products and services are owned and provided by Kira Whitham of A Nourished Life Nutrition and The Autoimmune Recovery Method (“Company” or “We” or “Us” or “Our”). The term “You” or “Your” refers to any user or purchaser of said program(s), product(s) or service(s) (the “Offering”). These Terms and Conditions of Use govern and define how You are allowed to use and access Company’s Offering.

We reserve the right to update and change these Terms and Conditions of Use at any time, and will update them accordingly with the ‘date last updated’ at the top of this page. You are legally bound to these Terms and Conditions of Use whether or not You have read them. If You do not agree with any of Our Terms and Conditions of Use, please email Us at kirawhitham@anourishedlifefood.com.

YOUR PRODUCT OR COURSE USE AND CONSENT

When You purchased Our Offering, You were given a reasonable notice that these Terms and Conditions of Use existed. By moving forward with Your purchase of the Offering and further access of the Offering, You implicitly agreed and continue to agree to abide by these Terms and Conditions of Use as well as any disclaimers and privacy disclosures contained in these Terms and Conditions of Use.

INTELLECTUAL PROPERTY NOTICE

All images, text, designs, graphics, trademarks and service marks are owned by and property of Kira Whitham or A Nourished Life Nutrition., or the properly attributed party. It is a violation of federal law to use any of Our intellectual property in whole or in part, and modification of any materials contained on this site is illegal and may be prosecuted to the fullest extent permissible should we choose to do so, including asking for financial penalties (damages) and/or an injunction forcing You to stop using Our intellectual property immediately.

You may NOT use Our intellectual property in any way, which includes republishing any text, image, design or other property on another website, or posting a quote or image from Our program to any third party website including social media. We have spent lots of time and money building the intellectual property located on this site and in order to maintain the integrity of it, We cannot allow any third party use.

FOR EDUCATIONAL AND INFORMATIONAL PURPOSES ONLY

The information provided in or through this Website is for educational and informational purposes only and solely as a self-help tool for your own use.

NO GUARANTEES

The Autoimmune Recovery Method is to support and assist you in reaching your own goals, but your success depends primarily on your own effort, motivation, commitment and follow-through. The Autoimmune Recovery Method cannot predict and does not guarantee that you will attain a particular result, and you accept and understand that results differ for each individual. Each individual's results depend on his or her unique goals, health history, dedication, desire, motivation, actions, and numerous other factors. You fully agree that there are no guarantees as to the specific outcome or results you can expect from using the information you receive on or through this Program.

Additional Terms & Conditions can be found on the A Nourished Life Website:
<https://www.anourishedlifenuitrition.com/terms-conditions/>

Medical Disclaimer

Kira Whitham is not a physician, and the scope of his/her consultation services does not include treatment or diagnosis of specific illnesses or disorders. If you, the client, suspect you may have an ailment or illness that may require medical attention, then it is your responsibility to consult with a licensed physician immediately. Only a licensed physician can prescribe drugs.

Any mention of drugs in the course of consultation is only for the purpose of providing a complete history of drugs that the client is taking and not for Kira Whitham to judge the appropriateness of the medication. Any change in prescription or dosage is a decision the client makes with his or her physician.

Rather than dealing with treatment of disease, Kira Whitham focuses on wellness and prevention of illness through the use of non-toxic, natural nutritional therapies to achieve optimal health. As a nutritionist and functional medicine coach, Kira Whitham primarily educates and

motivates clients to assume more personal responsibility for their health by adopting a healthy attitude, lifestyle, and diet.

While people generally experience greater health and wellness as a result of embracing a healthier attitude, lifestyle, and diet, Kira Whitham does not promise or guarantee protection from future illness.

In addition, I have given Kira Whitham a complete and accurate account of any medical conditions that I may have and any medications that I am taking.

Guarantee/Refund

Due to the nature of this program, only partial refunds will be allotted. If by the second week in the program (before day 15) you are not fully satisfied and can show evidence of fully completed action tasks, then Client will be refunded the cost of the program, less the GI Map comprehensive stool test (retail at \$400). If Client has passed the 14 day mark or is unable to show evidence of work in the program, a refund will not be allotted.

Ongoing Access

The Autoimmune Recovery Method is a 10 week program, with access to the Facebook group, email, Practice Better portal, and coaching calls for a total of 12 weeks. When the 12 weeks have commenced, access will be revoked.

Ongoing access is permitted to the program content and allows the individual any access to program updates and changes.

Call Cancellation/No show

A minimum of 24 hours are required if cancelling a 1:1 session with Kira Whitham. If you cancel after the 24 hour period, or no show, your session may be forfeited. Kira does not guarantee the ability to reschedule, however she will do her best to accommodate as we understand that emergencies do occur. Cancellations must occur in the Practice Better portal, or by emailing kirawhitham@anourishedlifenuitrition.com at least 24 hours prior to scheduled appointment.

Office Hours/Customer service

Office hours are Monday - Friday from 9-4pm Pacific time each week. Please allow a 24 hour turnaround for a response either via email or in the Facebook group. Requests placed out of office hours will be answered at our earliest convenience.

Complaints/Communication

The Autoimmune Recovery Method offers support to our clients and a complaints handling procedure which we will use to try to resolve disputes when they first arise, with a solution that is mutually agreeable to both the client and Kira Whitham. Please let us know if you have any complaints or comments at kirawhitham@anourishedlifenuitrition.com.