



Privacy Policy & Terms and Conditions

Privacy Policy

This policy explains our policies regarding the collection, use, and disclosure of Personal Information we receive from users of the Site. We may change this Policy from time to time, so please check this page occasionally to ensure that you're okay with any changes made. By using our website, products, and services, you're agreeing to be bound by this policy. Any questions regarding this policy and our privacy practices should be sent by email to: support@ultimatehealthwellness.com

Who are we?

We're Ultimate Health and Wellness, a health and wellness company dedicated to helping its clients achieve their health goals through individual consults and programs. The company has been registered in Buffalo, NY since 2017.

What is considered personal information?

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

How do we collect information from you?

We obtain information about you when you use our website, for example, when you contact us about products and services, sign up for a consult, register to receive our newsletter or freebies, or when you purchase a service.

What type of information is collected from you?

The personal information we collect might include your name and email address. When you sign up for a consult or program we also collect your date of birth, email, contact phone number, as well as certain details regarding your health history, health goals, and lifestyle choices as they relate to your state of health. If you purchase a product or service, your card

information is not held by us, it is collected by our third party payment processors, who are specialized in the secure online capture and processing of credit/debit card transactions.

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

When ordering or registering, we may ask you for your name, e-mail address, mailing address, phone number, credit card information or other information. You may, however, visit our site anonymously.

We also collect information about gift recipients so that we can fulfill the gift purchase. Like many websites, we use cookies to enhance your experience and gather information about visitors and visits to our websites. Please refer to the do we use cookies section below for information about cookies and how we use them.

How long do we retain your information?

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

We may process the following categories of personal data about you:

- **Communication Data** that includes any communication that you send to us whether that be through the contact form on our website, through email, text, social media messaging, social media posting or any other communication that you send us. We process this data for the purposes of communicating with you, for record keeping and for the establishment, pursuance or defense of legal claims. Our lawful ground for this processing is our legitimate interests which in this case are to reply to communications sent to us, to keep records and to establish, pursue or defend legal claims.
- **Customer Data** that includes data relating to any purchases of goods and/or services such as your name, title, billing address, delivery address email address, phone number, contact details, purchase details and your card details. We process this data to supply the goods and/or services you have purchased and to keep records of such transactions. Our lawful ground for this processing is the performance of a contract between you and us and/or taking steps at your request to enter into such a contract.
- **User Data** that includes data about how you use our website and any online services together with any data that you post for publication on our website or through other online services. We process this data to operate our website and ensure relevant content is provided to you, to ensure the security of our website, to maintain 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 analyze your use of our website and other online services, to administer and protect our business and website, to deliver relevant website content and advertisements to you and to understand the effectiveness of our advertising. Our lawful ground for this processing is our legitimate interests which in this case are to enable us to properly administer our website and our business and to grow our business and to decide our marketing strategy.
- **Marketing Data** that includes data about your preferences in receiving marketing from us and our third parties and your communication preferences. We process this data to enable you to partake in our promotions such as sales offers, affiliate offers, free contests with 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.
- We may use Customer Data, User Data, Technical Data and Marketing Data to deliver relevant website content and advertisements to you (including Facebook adverts or other display advertisements) and to measure or understand the effectiveness of the advertising we serve you. Our lawful ground for this processing is legitimate interests which is to grow our business. We may also use such data to send other marketing communications to you. Our lawful ground for this processing is either consent or legitimate interests (namely to grow our business).

How is your information used?

We may use the information we collect from you when you register, purchase products, enter a contest or promotion, respond to a survey or marketing communication, surf the website or use certain other site features in the following ways:

- Process orders you've submitted (like name, shipping address, credit card number, expiration date). If we have trouble processing an order, we'll use this information to contact you.
- Personalize your site experience and allow us to carry out our obligations arising from any contracts entered into by you and us to deliver the type of content and product offerings in which interest you the most.
- Allow us to better service you in responding to your customer service requests and quickly process your transactions.
- Administer a contest, promotion, survey or other site feature

- If you have opted-in to receive our email newsletter, free challengers, or a free ebook, we will send you educational and marketing emails.

Who has access to your information?

We will not sell or rent your information to third parties.

We may have to share your personal data with:

- Government bodies that require us to report processing activities.
- Third party technology platforms and advertisers that support the running and growth of Ultimate Health & Wellness

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

Cookies

As you browse Ultimate Health & Wellness, advertising cookies will be placed on your computer so that we can understand what you are interested in. Cookies are files with small amount of data, which may include an anonymous unique identifier. Cookies are sent to your browser from a website and stored on your computer's hard drive. To opt out of cookies, find and select the settings tab of your internet browser and click "block third party cookies and site data".

How do we protect visitor information?

Your personal information is contained behind secured networks and is only accessible by a limited number of personas who have special access rights to such systems, and are required to keep the information confidential. When you place orders or access your personal information, we offer the use of a secure server. All sensitive/credit card information you supply is transmitted via SSL technology and then encrypted into our databases to be only accessed as stated above.

Opt-Out

You have the choice about whether or not you wish to receive information from us. If you do not want to receive communications from us you can at any time unsubscribe from our mailing list via a link at the bottom of each email. Please note we may maintain information about an individual sales transaction in order to service that transaction and for record keeping.

Links to other websites

Our website or communications we provide may contain links to other websites run by other organizations. This privacy policy only pertains to our company, so we encourage you to read the privacy statements on other websites you visit. We cannot be responsible for the privacy policies and practices of other sites even if you access them using links from our website.

Your Consent

In using our site, you agree to our privacy policy.

Online Privacy Policy

This privacy policy refers only to information collected through our websites and does not apply to information collected in person at events, coaching calls or social media.

Review of this Policy

We regularly review this Policy. This Policy has last been updated on June 27th, 2020.

Terms & Conditions

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE. All users of this site agree that access to and use of this site is subject to the following terms and conditions and other applicable law. If you do not agree to these terms and conditions, please do not use this site.

Terms and Conditions

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

Copyright

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Warranty Disclaimer

This Website and the materials and products on this Website are provided “as is” and without warranties of any kind, whether express or implied. To the fullest extent permissible pursuant to applicable law, Ultimate Health & Wellness disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement. Ultimate Health & Wellness does not represent or warrant that the functions contained in the Website will be uninterrupted or error-free, that the defects will be corrected, or that this Website or the server that makes the Website available are free of viruses or other harmful components. Ultimate Health & Wellness does not make any warranties or representations regarding the use of the materials in this Website in terms of their correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise. Some states do not permit limitations or exclusions on warranties, so the above limitations may not apply to you.

Limitation of Liability

Ultimate Health & Wellness shall not be liable for any special or consequential damages that result from the use of, or the inability to use, the materials on this Website or the performance of the products, even if Ultimate Health & Wellness has been advised of the possibility of such damages. Applicable law may not allow the limitation of exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you.

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.

Personal Responsibility

You aim to accurately represent the information provided to us on or through our Website. You acknowledge that you are participating voluntarily in using our Website and that you are solely and personally responsible for your choices, actions and results, now and in the future. You accept full responsibility for the consequences of your use, or non-use, of any information provided on or through this Website, and you agree to use your own judgment and due diligence before implementing any idea, suggestion or recommendation from our Website to yourself or family.

Code of Conduct

You may not use Ultimate Health & Wellness for any illegal or unauthorized purpose. You agree to comply with all local laws that apply to your use of the Website and of New York State. You may not use the Website in any manner which could disable, overburden, damage, or impair the Website, or interfere with any other party's use and enjoyment of the Website. You agree that you are responsible for your own conduct and communications while using the Website and for any consequences of that use. You agree that when using the Website, you will not post or upload any inappropriate, promotional, defamatory, destructive, obscene, or unlawful content; defame, abuse, harass, or otherwise violate the legal rights (such as rights of privacy and publicity) of others or upload dangerous or harmful files. Ultimate Health & Wellness reserves the right to remove individuals from our community in instances of misconduct.

No Guarantees

Ultimate Health & Wellness 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. Ultimate Health & Wellness 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 background, dedication, desire, motivation, actions, and numerous other factors. You fully agree that there are no guarantees as to the specific outcome or results you can expect from using the information you receive on or through this Website.

Purchases & Subscriptions

If you wish to purchase any product or service made available through the Website (“Purchase”), you may be asked to supply certain information relevant to your Purchase including, without limitation, your name, phone number, email address, physical address, credit card information and geographic location. Please view our Privacy Policy for more information on how we use your personal information. Some parts of the Service are billed on a subscription basis as outlined on the sales and check out pages of the product. You will be billed in advance on a recurring basis as per the subscription agreement.

Indemnification & Release of Claims

You hereby fully and completely hold harmless, indemnify and release Ultimate Health & Wellness and any of its agents, consultants, affiliates, team members, joint venture partners, employees, shareholders, directors, staff, team members, or anyone otherwise affiliated with the business from any and all causes of action, allegations, suits, claims, damages, or demands whatsoever, in law or equity, that may arise in the past, present or future that is in any way related to our Website.

Errors and Omissions

Although every effort is made to ensure the accuracy of information shared on or through this Website, the information may inadvertently contain inaccuracies or typographical errors. You agree that Ultimate Health & Wellness is not responsible for the views, opinions, or accuracy of facts referenced on or through the Website, or of those of any other individual or company affiliated with our business or Kara Montz in any way. Because science and health practices are constantly evolving, you agree that Ultimate Health & Wellness is not responsible for the accuracy of our Website, or for any errors or omissions that may occur.

No Endorsement

References or links in our Website to the information, opinions, advice, programs, products or services of any other individual, business or entity does not constitute our formal endorsement. Ultimate Health & Wellness is merely sharing information for your own self-help. Ultimate Health & Wellness is not responsible for the Website content, blogs, e-mails, videos, social media, programs, products and/or services of any other person, business or entity that may be linked or referenced in our Website. Conversely, should our Website link appear in any other individuals, businesses or entities Website, program, product or services, it does not constitute our formal endorsement of them, their business or their Website either.

Affiliates

From time to time, we may promote, affiliate with, or partner with other individuals or businesses whose programs, products and services align with mine. There may be instances

when we promote, market, share or sell programs, products or services for other partners and in exchange we may receive financial compensation or other rewards. Ultimate Health & Wellness is highly selective and only promotes the partners whose programs, products and/or services we respect. At the same time, you agree that any such promotion or marketing does not serve as any form of endorsement whatsoever. You are still required to use your own judgment to determine that any such program, product or service is appropriate for you. You are assuming all risks, and you agree that Ultimate Health & Wellness is not liable in any way for any program, product or service that I may promote, market, share or sell on or through our Website.

Variation

Ultimate Health & Wellness shall have the right in its absolute discretion at any time and without notice to amend, remove or vary the Services and/or any page of this Website.

Complaints

Ultimate Health & Wellness offers support to our clients and a complaint 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 Ultimate Health & Wellness. Please let us know if you have any complaints or comments at support@ultimatehealthwellness.com

Severability

If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

Entire Agreement

These Terms, including any legal notices and disclaimers contained on this Website, constitute the entire agreement between Ultimate Health & Wellness and you in relation to your use of this Website, and supersede all prior agreements and understandings with respect to the same.

By using our Website you are agreeing to all parts of the above Disclaimer. If you have any questions about this Disclaimer, please contact support@ultimatehealthwellness.com.