

TERMS AND CONDITIONS AND PRIVACY POLICY

Welcome!

The material appearing on this website, <https://thrivingwithdeanna.com> (this “**Site**”), is provided as information about Thriving With Deanna’s (TWD’s) business, community, and people and as a platform for online connection. The owner of this Site, TWD and its directors, agents, employees and affiliates assume no responsibility or liability for any consequence resulting directly or indirectly from any action or inaction you take based on the information found on the Site or material linked to this Site.

Any information on this Site is provided for promotional or informational purposes only and is not to be relied upon as a professional opinion. By using this Site, you accept and agree that following and using any information or recommendation provided on this Site is at your own risk.

TERMS AND CONDITIONS

Please read the following carefully. Your access to and use of this Site is subject to legally binding terms and conditions, which you accept and agree to by accessing this Site.

The following terms and conditions (“**Terms and Conditions**”) form a binding agreement (this “**Agreement**”) between you and Thriving With Deanna, a Limited Liability Company operating out of the State of Vermont (“**TWD**”). TWD may modify, amend, supplement and replace these Terms and Conditions at any time without providing you with advance notice. Your continued use of this Site after any change means you have accepted the changed Terms and Conditions.

1. **Copyright.** All materials created by TWD on the Site are protected by United States copyright laws as original works. The absence of a registered copyright symbol does not mean that such materials are not protected as belonging to TWD.
2. **Links to Third Party Websites.** This Site may contain links to third-party websites. All such linked sites, materials and pages are not under the control of TWD, and TWD is not responsible for the content contained in any linked website nor for any losses or damages you may incur as a result of the use of any third-party website. TWD accepts no liability for any errors or omissions contained in third-party websites. These links are provided to improve your use of this Site, enable you to connect with TWD on various platforms, help TWD offer the easiest services for you and conduct transactions.
3. **Qualifications.** We hold the following professional qualifications and certifications: Certified Health Coach.
4. **Scope of Practice.**
 - 4.1. Here is what we will be doing together:
 - 4.1.1. I will guide and motivate you to cultivate healthy habits of the mind, body, and spirit and support you in achieving your life and health goals.
 - 4.1.2. I will empower you to better understand yourself and your health.
 - 4.1.3. I will support you with goals related to mental clarity, energy improvement, digestive health, relationships, nutritional wellness, mental and emotional health, stress management, movement, and sleep.
 - 4.2. Here is what we will not be doing together:
 - 4.2.1. I do not diagnose conditions, prescribe treatment, or provide medical advice.

5. **Use License.** If TWD has materials on the Site that you can download, permission is granted to download copies of the materials for personal, non-commercial viewing only. This is the grant of a license, not a transfer of title, and under this license, you may not:
 - 5.1. modify or copy the materials;
 - 5.2. use the materials for any commercial purpose or for any public display (commercial or non-commercial);
 - 5.3. transfer the materials to another person or “mirror” the materials on any other server.

This license shall automatically terminate if you violate any of these restrictions and may be terminated by TWD at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession, whether in electronic or printed format.

6. **Refunds.** Our refund policy for one-on-one services sold on the Site is as follows: TWD will offer pro-rated refunds only if both parties are in agreement.
7. **Disclaimer.** Our goal is to share information in an informative, open, and honest way. That being said, any information and services provided on or through the Site are for informational and educational purposes only. What we share is the opinion and perspective of TWD. The information and education are not intended or implied to supplement or replace professional advice. Before taking any action, please make sure you consult with a professional.
8. **No Guarantees.** We make **no guarantees** about any particular results or benefits that you’ll get from our Site, our products or our services. We will do everything to give you the tools to succeed, but we make no guarantees. We cannot be any more clear about this: we make no promises regarding results and make no guarantees whatsoever.
9. **Site Terms of Use Modifications.** TWD may revise these Terms and Conditions for its Site at any time without notice. By continuing to use the Site after TWD modifies this Agreement, you are agreeing to be bound by the updated version of this Agreement.
10. **Limitation of Liability.** In no event shall TWD or its affiliates be liable for any damages (including, without limitation, damages for loss of data or profit or due to business interruption) arising out of the use or inability to view or use the materials or content on the Site, even if TWD has been notified orally or in writing of the possibility of such damage.
11. **Choice of Laws and Venue.** The parties agree to irrevocably submit all claims relating to TWD’s Site to the exclusive jurisdiction of the courts of the State of Vermont without regard to its conflict of law provisions.
12. **Indemnity.** As a condition of your use of this Site, you indemnify TWD and its directors and affiliates from and against any and all liabilities, expenses (including legal fees) and damages arising out of claims resulting or arising from your use of this Site.
13. **Entire Agreement.** These Terms and Conditions and any other legal notices, policies and guidelines of TWD linked to these Terms and Conditions or contained on this Site constitute the entire agreement between you and TWD relating to your use of this Site and supersede any prior understandings or agreements (whether oral or written), claims, representations, and understandings of the parties regarding such subject matter. This Agreement may not be amended or modified except by TWD. If, for any reason, a court of competent jurisdiction finds any provision or portion of these Terms and Conditions to be unenforceable, that portion or provision shall be enforced to the maximum extent permissible so as to effectuate the intent of the parties as reflected by that provision, and the remainder of these Terms and Conditions shall continue in full force and effect. Failure by TWD to enforce or exercise any provision of these Terms and Conditions shall not constitute a waiver of that right. Paragraph headings are for reference only.

PRIVACY POLICY

TWD understands how important your privacy is. This privacy policy (the “**Privacy Policy**”) sets out the privacy policies and practices for Thriving With Deanna and its subsidiaries and affiliates (collectively, “**TWD**”) with respect to how TWD collects your personal information. It also describes how TWD maintains, uses, and discloses personal information. This Privacy Policy applies to information collected from you by TWD via the Site. This Privacy Policy also sets out how you can access certain information that TWD may collect about you.

In this Privacy Policy, personal information means information about an individual whose identity is apparent or can be reasonably ascertained from the information as further defined under applicable privacy laws (“**Personal Information**”).

Please note that the Site may contain links to other third-party websites that are not controlled or operated by TWD. All of these third parties are listed in section 4.4 of this Agreement. This Privacy Policy does not apply to such third-party websites, and TWD is not responsible for the content of such third-party websites or the privacy practices of such third parties. TWD encourages you to request and review the privacy policies of any third parties upon disclosing your Personal Information to such parties or when visiting such third-party websites.

1. **Consent of Collection of Information.** By submitting Personal Information to TWD and its Site or any of its service providers, you agree and consent to the collection of your Personal Information and consent to the use, disclosure and transfer of your Personal Information in accordance with the provisions of this Privacy Policy. You may always refuse or withdraw your consent by contacting TWD at info@thrivingwithdeanna.com. You understand that if you withdraw your consent, TWD may not be able to continue to offer its services and provide its information to you.
2. **Children Under 18.** The Site is not intended for children under 18 years of age. No one under the age of 18 may provide any Personal Information to or on the Site. TWD does not knowingly collect Personal Information from children under 18. If you are under 18, do not use or provide any information on the Site or through any of its features, register on the Site, make any purchases through the Site, use any of the interactive or public comment features of the Site, 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 TWD learns we have collected or received Personal Information from a child under 18 without verification of parental consent, we will delete that information. If you believe TWD might have any information from or about a child under 18, please contact us at info@thrivingwithdeanna.com.
3. **Revisions to this Privacy Policy.** TWD reserves the right, in TWD’s sole discretion, to change, modify, add or remove portions of this Privacy Policy at any time and from time to time without prior notice to you. TWD will treat your continued use of the Site following such revision as your acceptance of the revised terms. All revisions will be posted to the Site and will apply to any Personal Information collected on or after the date posted. TWD will obtain the necessary consent required under applicable privacy laws if it seeks to collect, use or disclose your Personal Information for purposes other than those to which consent has been obtained, unless otherwise required or permitted by law.
4. **What Personal Information does TWD collect, and how is it processed?**
 - 4.1 **What do we collect?** TWD may directly collect your name, address, **phone number, birthday, billing address and email address**. There may be other information you provide but that will not be collected by TWD and instead will be collected by the third parties TWD works with as outlined in 4.4.
 - 4.2 **Email.** We may send you a newsletter or other promotional materials through email. We will only contact you through our newsletter for promotional or informational purposes. Subscribing to our newsletters is optional, and you will always be able to unsubscribe.

This applies to any information you submit through our website or that you provide to us in any other manner.

4.3 Phone Number. We may collect your phone number, and we may contact you via phone if we feel there is information that would be beneficial to share with you. In accordance with everything outlined in this Privacy Policy, if you do not want to be reached by phone, you can ask us not to contact you via phone, or you can choose not to share your phone number.

4.4 Third Parties. TWD may work with third party applications in order to provide you with the best services on the Site. These organizations may collect Personal Information from you in order to provide you with the services, including your name and contact information. Specifically, the third parties TWD may work with on the Site are listed below. We've included links to their privacy policies to ensure you are comfortable using them.

- 4.4.1 Stripe: <https://stripe.com/privacy>,
- 4.4.2 Facebook: <https://www.facebook.com/privacy/policy>,
- 4.4.3 Youtube: <https://policies.google.com/privacy?hl=en>,
- 4.4.4 Instagram: <https://privacycenter.instagram.com/policy>,
- 4.4.5 Calendly: <https://calendly.com/privacy>,
- 4.4.6 Zoom: <https://zoom.us/privacy>,
- 4.4.7 Google Drive: <https://policies.google.com/privacy?hl=en>,
- 4.4.8 ConvertKit: <https://convertkit.com/privacy>,
- 4.4.9 Microsoft email: <https://privacy.microsoft.com/en-us/privacystatement>

5. How will TWD use your Personal Information? Your Personal Information will be used to provide you with promotional and informative materials and offers and deliver the products and services you can purchase or subscribe to from the Site. Specifically:

- 5.1. Your credit card information will not be kept by TWD but instead by one of the third parties listed in section 4.4 above;
- 5.2. Your name and e-mail address are collected but will not actually be stored on the Site. Any information captured will be processed through third-party websites in section 4.4 above;
- 5.3. Your phone number may be used to contact you via phone if there is information we would like to share that we feel would benefit you;
- 5.4. If you subscribe to our newsletter, your Personal Information will be used to send the newsletter to you;
- 5.5. If we send you the Newsletter for marketing purposes, we will send you emails about promotions, special events and other information. You can opt not to receive these emails from us by either clicking "unsubscribe" at the bottom of the email when you receive it or by sending an email that includes your email address and a request that you not receive our promotional emails;
- 5.6. We may use your Personal Information to respond when you submit a question or suggestion to us or when you request assistance regarding a service or product you purchased.
- 5.7. We may share your information if we believe in good faith that disclosure of your information is required to protect your safety or the safety of others, to investigate a fraud, or to respond to a government, judicial or other legal request or to comply with the law;
- 5.8. We may also share certain aggregated, anonymized information with a third-party provider in order to assist us in improving the Site.

6. **Storing Your Personal Information.** TWD's web service may store your Personal Information when you interact with the Site. **TWD will be happy to delete any of your Personal Information that it holds upon a written request made by you.** Your Personal Information will be safely disposed of by TWD.
7. **Storing Your Phone Number.** Your phone number will be kept in the phone or contacts database of TWD and associates. Wherever it is stored, it will always be protected with a password and will never be shared with third parties without your permission.
8. **We Play by The Rules.** The Site and TWD abide by all relevant United States federal and State privacy laws in all aspects of our operations. This Privacy Policy is also compliant with GDPR and CCPA regulations. If you have any questions about our legal compliance, feel free to reach out to info@thrivingwithdeanna.com.
9. **Affiliate Relationships.** Please assume that, for every recommendation or link we provide, the following holds true: we have become aware of a product or service that we think may be of interest to people who visit our website. After we do our own research and decide this item is of value to ourselves, our community, or our clients, we choose to promote that item and are compensated when our readers click on the link or purchase the product or service. (That compensation comes from our affiliate, not you). Regardless of compensation, we only mention products and services that we believe in and feel would be a benefit to you.
10. **Do Not Track Signals.** TWD currently does not recognize or respond to browser-initiated Do Not Track (DNT) signals, as the Internet industry is currently still working on Do Not Track standards and there is no accepted standard on how to respond to such signals.
11. **Analytics.** The Site keeps the following information from your visits to our webpage:
 - 11.1. Visitor information to improve our customer engagement which tells us where and when people visit the Site and how long they stay there; and
 - 11.2. IP information for website and server security.
12. **Cookies.** The Site uses cookies to keep a record of the number of times you've visited the Site and how you interacted with the Site during each visit. The Site also uses cookies that are not absolutely essential for your use of the Site. Your continued use of the Site serves as consent for these cookies.
 - 12.1. A cookie is a small text file sent by the site's servers to your hard drive. It can only be read and interpreted by the Site's servers. No Personal Information is stored in the cookie, and nothing on it can identify you personally.
 - 12.2. Cookies have an important function in how you interact while visiting the Site, ensuring the usability of the Site's different features, helping the Site understand your preferences, and thus can improve your experience on the Site. If you do not want cookies from the Site, simply adjust the settings in your web browser to disable cookies. This may change the way you access the Site and may also render some of the Site's features unusable, but of course, it is your choice to do so.
13. **Disclosure of Personal Information.** TWD will NEVER sell or license any Personal Information we collect from you. TWD is not liable for any disclosure of your Personal Information by any third party, particularly the ones outlined in section 4.4 above. By purchasing the services and products offered by TWD, you agree to be bound to and consent to the provisions of our third parties' privacy policies. In the event that TWD changes its practices, you will be notified, and you will be able to opt out of TWD using your Personal Information by contacting us at info@thrivingwithdeanna.com.

14. **Choice of Laws and Venue.** This Privacy Policy and the use of the Site are governed by the laws of the United States and the State of Vermont. The parties agree to irrevocably submit all claims to the exclusive jurisdiction of the courts of the State of Vermont. If a dispute arises, we agree to first resolve it through binding arbitration to take place in the State of Vermont.
15. **Your Consent.** By choosing to provide TWD with your Personal Information, you are consenting to its collection, use and disclosure in accordance with the principles outlined in this Privacy Policy. **If you are under the age of 18, you must not provide any Personal Information to us without the consent of your parent or guardian or as otherwise provided for by applicable law.**
16. **Protecting Your Privacy.** TWD is committed to protecting your privacy. Security measures, such as using passwords on servers and computers and locked cabinets where Personal Information is stored, have been adopted to protect your Personal Information against loss or theft, unauthorized access, disclosure, copying, use or modification. Online transactions are completed using third-party applications outlined in section 4.4 above. Please refer to the third parties' privacy policies, of which links have been provided above, for clarification on how your transaction and Personal Information will be handled. TWD makes no promises, warranties or representations about the manner in which your Personal Information is handled by third parties and bears no liability whatsoever for their use of them.
17. **Verifying your Identity.** TWD will ask you to verify your identity when you contact us or submit a request regarding your Personal Information. TWD will ask you to provide sufficient information that allows us to reasonably verify that you are the person who we collected Personal Information about.
18. **The Internet Can Be Unreliable.** The internet is, by its nature, inherently open and subject to the interception of information. We cannot guarantee that the information you provide to TWD over the internet or otherwise will not be intercepted by third parties while it is being communicated by means that are outside of TWD's control.
19. **Verifying and Amending Your Personal Information.** TWD tries to ensure that all Personal Information about you that is in our possession is accurate, complete and up-to-date. Please contact us at info@thrivingwithdeanna.com to advise us of any changes to your Personal Information. You may request access to the Personal Information held by TWD at any time or seek to make corrections to it.
20. **Arbitration.** Any controversy or claim arising out of or relating to this Agreement or the breach of this agreement shall be settled exclusively by arbitration. You also agree that should arbitration take place, it will be exclusive to the courts of the State of Vermont or such other arbitrator mutually agreed upon by the parties. The arbitrator's decision shall be final and binding on both parties and enforceable in any court of competent jurisdiction. The costs of the arbitration shall be borne by the losing party. The arbitration award shall be final and binding upon the parties, and the parties hereby waive any rights to appeal or challenge the award to the extent permitted by applicable law. This arbitration clause shall survive the termination or expiration of this contract.
21. **Resolving your concerns.** If you have any questions or concerns about TWD's Personal Information collection, use and disclosure practices, please let us know at info@thrivingwithdeanna.com, and we will do our best to help you.