

Privacy and Cookie Policy

When a client opts-in to receive information from you or when they sign up for something they should also have access to your Privacy and Cookie Policy

Hello Karen

Thank you for your enquiry. We will be in touch with you shortly.

Confirm your email address

Please click the button to confirm we have the right email address for you.

Every now and then, we'd like to send you the latest news and information on the local property market. Confirming your email address tells us that you're OK with this and you also agree to our [privacy policy](#) and [cookie policy](#). You can, of course, opt out of these communications at any time.

[Confirm email](#)

Sample Privacy and Cookie Policy below:

[Privacy and Cookie Policy](#)

Effective date: August 1, 2018

[Company](#) ("us", "we", or "our") operates the [Website address](#) website (the "Service").

This page informs you of our policies regarding the collection, use, and disclosure of personal data when you use our Service and the choices you have associated with that data.

Use of any personal information or contribution that you provide to us, or which is collected by us on or through our Website or its content is governed by this Privacy Policy. By using our Website or its content, you consent to this Privacy Policy, whether or not you have read it.

Information We May Collect

We collect personal information from you so that we can provide you with a positive experience when utilizing our Website or content. We will only collect the minimum amount of information necessary for us to fulfill our obligation to you. We may collect:

1. A name and an email address so we can deliver our newsletter to you – you would be affirmatively consenting to this by providing this to us in our contact forms.
2. Billing information including name, address and credit card information so that we can process payment to deliver our products or services to you under our contractual obligation.
3. A name and an email address if you complete our contact form with a question. We may send you marketing emails with either your consent or if we believe we have a legitimate interest to contact you based on your contact or question.
4. Information from you from a co-branded offer. In this case, we will make clear as to who is collecting the information and whose privacy policy applies.

If both / all parties are retaining the information you provide, this will also be made clear as will links to all privacy policies.

Please note that the information above ("Personal Data") that you are giving to us is voluntary, and by you providing this information to us you are giving consent for us to use, collect and process this Personal Data. You are welcome to opt-out or request for us to delete your Personal Data at any point by contacting us at [Email address](#) or by clicking the unsubscribe button.

If you choose not to provide us with certain Personal Data, you may not be able to participate in certain aspects of our Website or content.

Other Information We May Collect:

Anonymous Data Collection and Use

To maintain our Website's high quality, we may use your IP address to help diagnose problems with our server and to administer the Website by identifying which areas of the Website are most heavily used, and to display content according to your preferences. Your IP address is the number assigned to computers connected to the Internet. This is essentially "traffic data" which cannot personally identify you, but is helpful to us for marketing purposes and for improving our services. Traffic data collection does not follow a user's activities on any other websites in any way. Anonymous traffic data may also be shared with business partners and advertisers on an aggregate basis.

Use of "Cookies"

We may use the standard "cookies" feature of major web browsers. We do not set any personally identifiable information in cookies, nor do we employ any data-capture mechanisms on our Website other than cookies. You may choose to disable cookies through your own web browser's settings. However, disabling this function may diminish your experience on our Website and some features may not work as intended.

What We Do With Information We Collect

Contact You

We may contact you with information that you provide to us based on these lawful grounds for processing:

1. We may contact you if you give us your clear, unambiguous, affirmative consent to contact you.
2. We will contact you under our contractual obligation to deliver goods or services you purchase from us.
3. Legitimate Interest. We may contact you if we feel you have a legitimate interest in hearing from us. For example, if you sign up for a webinar, we may send you marketing emails based on the content of that webinar. You will always have the option to opt out of any of our emails.

Process Payments

We will use the Personal Data you give to us in order to process your payment for the purchase of goods or services under a contract. We only use third party payment processors that take the utmost care in securing data and comply with the GDPR.

Targeted Social Media Advertisements

We may use the data you provide to us to run social media advertisements and / or create look-alike audiences for advertisements.

Share with Third Parties

We may share your information with trusted third parties such as our newsletter provider in order to contact you via email, our merchant accounts to process payments, and Google / social media accounts in order to run advertisements and our affiliates.

Viewing by Others

Note that whenever you voluntarily make your Personal Data available for viewing by others online through this Website or its content, it may be seen, collected and used by others, and therefore, we cannot be responsible for any unauthorized or improper use of the information that you voluntarily share (i.e., sharing a comment on a blog post, posting in a Facebook group that we manage, sharing details on a group coaching call, etc.).

Submission, Storage, Sharing and Transferring of Personal Data

Personal Data that you provide to us is stored internally or through a data management system. Your Personal Data will only be accessed by those who help to obtain, manage or store that information, or who have a legitimate need to know such Personal Data (i.e., our hosting provider, newsletter provider, payment processors or team members).

It is important to note that we may transfer data internationally. For users in the European Union, please be aware that we transfer Personal Data outside of the European Union. By using our Website and providing us with your Personal Data, you consent to these transfers in accordance with this Privacy Policy.

Data Retention

We retain your Personal Data for the minimum amount of time necessary to provide you with the information and / or services that you requested from us. We may include certain Personal Data for longer periods of time if necessary for legal, contractual and accounting obligations.

Confidentiality

We aim to keep the Personal Data that you share with us confidential. Please note that we may disclose such information if required to do so by law or in the good-faith belief that: (1) such action is necessary to protect and defend our rights or

property or those of our users or licensees, (2) to act as immediately necessary in order to protect the personal safety or rights of our users or the public, or (3) to investigate or respond to any real or perceived violation of this Privacy Policy or of our Disclaimer, Terms and Conditions, or any other terms of use or agreement with us.

Passwords

To use certain features of the Website or its content, you may need a username and password. You are responsible for maintaining the confidentiality of the username and password, and you are responsible for all activities, whether by you or by others, that occur under your username or password and within your account. We cannot and will not be liable for any loss or damage arising from your failure to protect your username, password or account information. If you share your username or password with others, they may be able to obtain access to your Personal Data at your own risk.

You agree to notify us immediately of any unauthorized or improper use of your username or password or any other breach of security. To help protect against unauthorized or improper use, make sure that you log out at the end of each session requiring your username and password.

We will use our best efforts to keep your username and password(s) private and will not otherwise share your password(s) without your consent, except as necessary when the law requires it or in the good faith belief that such action is necessary, particularly when disclosure is necessary to identify, contact or bring legal action against someone who may be causing injury to others or interfering with our rights or property.

How You Can Access, Update or Delete Your Personal Data

You have the right to:

1. Request information about how your Personal Data is being used and request a copy of what Personal Data we use.
2. Restrict processing if you think the Personal Data is not accurate, unlawful, or no longer needed.
3. Rectify or erase Personal Data and receive confirmation of the rectification or erasure.
4. Withdraw your consent at any time to the processing of your Personal Data.
5. Lodge a complaint with a supervisory authority if you feel we are using your Personal Data unlawfully.
6. Receive Personal Data portability and transference to another controller without our hinderance.
7. Object to our use of your Personal Data.
8. Not be subject to an automated decision based solely on automatic processing, including profiling, which legally or significantly affects you.

Unsubscribe

You may unsubscribe from our e-newsletters or updates at any time through the unsubscribe link at the footer of all email communications. If you have questions or are experiencing problems unsubscribing, please contact us at [email address](#)

Security

We take commercially reasonable steps to protect the Personal Data you provide to us from misuse, disclosure or unauthorized access. We only share your Personal Data with trusted third parties who use the same level of care in processing your Personal Data. That being said, we cannot guarantee that your Personal Data will always be secure due to technology or security breaches. Should there be a data breach of which we are aware, we will inform you immediately.

Anti-Spam Policy

We have a no spam policy and provide you with the ability to opt-out of our communications by selecting the unsubscribe link at the footer of all e-mails. We have taken the necessary steps to ensure that we are compliant any anti-Spam laws by never sending out misleading information. We will not sell, rent or share your email address.

Third Party Websites

We may link to other websites on our Website. We have no responsibility or liability for the content and activities of any other individual, company or entity whose website or materials may be linked to our Website or its content, and thus we cannot be held liable for the privacy of the information on their website or that you voluntarily share with their website. Please review their privacy policies for guidelines as to how they respectively store, use and protect the privacy of your Personal Data.

Children's Online Privacy Protection Act Compliance

We do not collect any information from anyone under 18 years of age in compliance with COPPA (Children's Online Privacy Protection Act) and the GDPR (General Data Protection Regulation of the EU). Our Website and its content is directed to individuals who are at least 18 years old or older.

Notification of Changes

We may use your Personal Data, such as your contact information, to inform you of changes to the Website or its content, or, if requested, to send you additional information about us. We reserve the right, at our sole discretion, to change, modify or otherwise alter our Website, its content and this Privacy Policy at any time. Such changes and/or modifications shall become effective immediately upon posting our updated Privacy Policy. Please review this Privacy Policy periodically. Continued use of any of information obtained through or on the Website or its content following the posting of changes and/or modifications constituted acceptance of the revised

Privacy Policy. Should there be a material change to our Privacy Policy, we will contact you via email or by a prominent note on our Website.

Data Controller and Processors

We are the data controllers as we are collecting and using your Personal Data. We use trusted third parties as our data processors for technical and organizational purposes, including for payments and email marketing. We use reasonable efforts to make sure our data processors are GDPR- compliant.

If you have any questions about this Privacy Policy, please contact us at: [email address](#)

Terms and Conditions

We always hear the words “T’s and C’s apply”, but have you really stopped to think about what that might mean?

At any given time a client or potential client should be able to access any terms and conditions of the service or agreement that they have entered into with you. This doesn’t just cover face to face encounters but also the limit of liability that covers their use of the information that you have available on your website.

The Health Coaches Association has together with a lawyer, drafted sample T’s and C’s for health coaches in SA. This should be accessed directly on your website from a link at the bottom of each page. A link to access the terms and conditions should also be ticked at any point where a sale or download is done.

[Terms and Conditions](#)

Please see our full terms and conditions below

Disclaimer

This website is owned and operated by [company name](#) (“Company” or “we” or “our” or “us”). The term “you” refers to the user or viewer of our Website.

By viewing this website or anything made available on or through this website, including but not limited to coaching, support, packages, programs, products, services, opt-in gifts, e-books, videos, webinars, blog posts, e-newsletters, consultations, e-mails, social media and/or other communication (collectively referred to as “Website”), you are agreeing to accept all parts of this Disclaimer. Thus, if you do not agree to the Disclaimer below, STOP now, and do not access or use this Website.

Copyright

All information on this website, including layout, logo, designs, appearance, photography, videos, and recipes are protected under copyright law and owned by

[Company Name](#). All materials are copyrighted and remain the property of their respective owners. Materials made available to the private group forums and dashboards, by mail, or any other means, may not be distributed in any fashion, print or electronic, without the expressed written permission of the respective owner.

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.

Not Medical, Mental Health, or Religious Advice

[Coach name](#) and all other coaches represented on this website are not holding themselves to be a Medical Provider or Mental Health Practitioner. As a health coach, we are not providing health care or medical services, or attempting to diagnose or cure any physical, mental or emotional issue, disease or condition. The information provided in or through this Website pertaining to your health or wellness, exercise, or relationships, or any other aspect of your life is not intended to be a substitute for the professional medical advice, diagnosis or treatment provided by your own Medical Provider or Mental Health Provider. You agree and acknowledge that we are not providing medical advice, mental health advice in any way. Always seek the advice of your own Medical Provider and/or Mental Health Provider regarding any questions or concerns you have about your specific health or any medications, herbs or supplements you are currently taking and before implementing any recommendations or suggestions from our Website. Do not disregard medical advice or delay seeking medical advice because of information you have read on this Website. Do not start or stop taking any medications without speaking to your own Medical Provider or Mental Health Provider. If you have or suspect that you have a medical or mental health problem, contact your own Medical Provider or Mental Health Provider promptly.

The statutory regulations vary from country to country, [coach name](#) complies with the voluntary professional requirements for legal, ethical and effective practice.

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 my Website to your life, family or business.

No Guarantees

Our role 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. We cannot predict and we do 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.

Testimonials

We present real world experiences, testimonials, and insights about other people's experiences with our Website for purposes of illustration only. The testimonials, examples, and photos used are of actual clients and results they personally achieved, or they are comments from individuals who can speak to our character or the character of [coach name](#) and the quality of her work. They are not intended to represent or guarantee that current or future clients will achieve the same or similar results; rather, these testimonials represent what is possible.

Assumption of Risk.

As with all situations, there are sometimes unknown individual risks and circumstances that can arise during use of our Website that cannot be foreseen that can influence or reduce results. You understand that any mention of any suggestion or recommendation on or through our Website is to be taken at your own risk, with no liability on our part, recognizing that there is a rare chance that illness, injury or even death could result, and you agree to assume all risks.

Limitation of Liability.

By using this Website, you agree to absolve us of any liability or loss that you or any other person may incur from use of the information, products or materials that you request or receive through or on our Website. You agree that we will not be liable to you, or to any other individual, company or entity, for any type of damages, including direct, indirect, special, incidental, equitable or consequential loss or damages, for use of or reliance on my Website. You agree that we do not assume liability for accidents, delays, injuries, harm, loss, damage, death, lost profits, personal or business interruptions, misapplication of information, physical or mental disease or condition or issue, or any other type of loss or damage due to any act or default by us or anyone acting as our agent, consultant, affiliate, joint venture partner, employee, shareholder, director, staff, team member, or anyone otherwise affiliated with [Company Name](#), who is engaged in delivering content on or through this 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 we are not responsible for the views, opinions, or accuracy of facts referenced on or through our Website, or of those of any other individual or company affiliated with [Company Name](#) in any way. Because scientific, technology and business practices are constantly evolving, you agree that we are 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. We are merely sharing information for your own self-help only. We are 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 individual's, business's or entity's 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 ours. In the spirit of transparency, we want you to be aware that 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. Please note that we are highly selective and we only promote 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 we are not liable in any way for any program, product or service that we may promote, market, share or sell on or through our Website.

Contact Us.

By using the Website you are agreeing to all parts of the above Terms and Conditions. If you have any questions about these Terms and Conditions, please contact [coach name at Email address](#)

Disclaimers

Terms and Conditions are necessarily thorough and not very encouraging, but very important.

A disclaimer is in a way, an abbreviated version of the T's and C's and should be short enough so that they can be printed on the inside of a cover or at the bottom of a hand out.

Disclaimer

Health coaching is not intended to diagnose, treat, prevent or cure any disease or condition. It is not intended to substitute for the advice, treatment and/or diagnosis

of a registered health professional. Trained Health Coaches may not make any medical diagnoses, claims and/or substitute for your health practitioner's care. As your health coach I do not provide a second opinion or in any way attempt to alter the treatment plans or therapeutic goals/recommendations of your health practitioner. It is my role to partner with you to provide on-going support and accountability as you create an action plan to meet and maintain your health goals.
