

PRIVACY POLICY, DISCLAIMER, TERMS, CONDITIONS OF USE,

Last Updated: 12/14/2023

The following Terms and Conditions of Use (“Terms”) are entered into by and between You and Vital Signs Natural Health Inc. (“Company,” “we” or “us”).

These Terms, together with our Privacy Policy, Disclaimer, and any other documents expressly incorporated by reference, govern your use of the website vitalsignsnaturalhealth.com (“Website”), including all materials, resources, information, and services on the Website, whether as a guest or registered user.

Your access to and use of the Website is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users, customers, and others who access or use the Website.

By accessing or using the Website you agree to be bound by these Terms, without modification, and acknowledge reading them. If you disagree with any part of the Terms, you may not access the Website.

PRIVACY POLICY

Your use of the Website is also subject to the Company’s Privacy Policy below, which also governs the Website and informs users of our data collection practices. Your agreement to the Privacy Policy is hereby incorporated into these Terms.

ANALYTICS

This website collects personal data to power our site analytics, including:

- Information about your browser, network, and device
- Web pages you visited prior to coming to this website
- Your IP address

This information may also include details about your use of this website, including:

- Clicks
- Internal links
- Pages visited
- Scrolling
- Searches
- Timestamps

We share this information with Squarespace, our website analytics provider, to learn about site traffic and activity.

COOKIES

This website uses cookies and similar technologies, which are small files or pieces of text that download to a device when a visitor accesses a website or app. For information about viewing the cookies dropped on your device, visit the cookies Squarespace uses.

These functional and required cookies are always used, which allow Squarespace, our hosting platform, to securely serve this website to you.

These analytics and performance cookies are used on this website, as described below, only when you acknowledge our cookie banner. This website uses analytics and performance cookies to view site traffic, activity, and other data.

FOR CUSTOMERS

When you buy something on this website, we collect personal information from you to fulfill the order. We may collect information like your:

- Billing and shipping address

- Details relating to your purchase (for example, your shirt size)
- Email address
- Name
- Phone number

We share this information with Squarespace, our online store hosting provider, so that they can provide website services to us.

Our payment processor(s) Square will also collect payment information from you. You can read their privacy policy at [payment processor privacy policy URL].

As you go through checkout, this site may auto-complete your shipping and billing address by sharing what you type with the Google Places API and returning suggestions to you to improve your checkout experience.

FORM BLOCK SUBMISSIONS

When you submit information to this website via webform, we collect the data requested in the webform in order to track and respond to your submissions. We share this information with Squarespace, our online store hosting provider, so that they can provide website services to us.

SCHEDULING

When you schedule an appointment by booking on this website, we collect personal information from you to complete the booking. We may collect information like your:

- Name
- Email address
- Phone number
- Details relating to your appointment (for example, who referred you)
- Files you uploaded

We share this information with Squarespace, our scheduling service provider, so that they can provide online booking services to us.

DISCLAIMER

This website is owned and operated by Vital Signs Natural Health, Inc. (“Company,” “we,” or “us”).

This Disclaimer, together with the Terms & Conditions of Use and Privacy Policy, governs your access to and use of vitalsignsnaturalhealth.com including any content, functionality, products, and services offered on or through vitalsignsnaturalhealth.com (the “Website”), whether as a guest or a registered user.

Please read the Disclaimer carefully before you start to use the Website. By using the Website or by clicking to accept or agree to the Terms & Conditions of Use when this option is made available to you, you accept and agree to be bound and abide by the Disclaimer. If you do not want to agree to the Disclaimer, you must not access or use the Website.

FOR EDUCATIONAL AND INFORMATIONAL PURPOSES ONLY

The information contained on this Website and the resources, information, webinars, videos, blog posts, courses, downloads, and/or products available through this Website, whether free or paid, (the “Resources”) are for educational and informational purposes only.

EXTERNAL LINKS

The Website may contain links to external websites that are not provided or maintained by or in any way affiliated with the Company. Please note that the Company does not guarantee the accuracy, relevance, timeliness, or completeness of any information on these external websites.

HEALTH & FITNESS

The information contained on this Website and in the Resources is not intended to take the place of medical advice from a health care professional. Exercise, diet and health related matters vary from person to person. Nothing on this website shall be considered, construed as, or used as a substitute for, medical advice, diagnosis or treatment. Any action taken based on the contents of this Website or the Resources is solely at your own discretion, risk and liability. You should always consult the appropriate health professionals on any matter that is related to your health and well-being before proceeding with any action pertaining to health-related issues. The Company assumes no liability for the use or misuse of information on this Website or in the Resources.

We have done our best to ensure that the information provided on this Website and in the Resources are accurate and provide valuable information. Regardless of anything to the contrary, nothing available on or through this Website should be understood as a recommendation that you should not consult with a professional to address your particular situation. The Company expressly recommends that you seek advice from a health care professional.

Neither the Company nor any of its employees, owners, or contributors shall be held liable or responsible for any errors or omissions on this Website or for any damage you may suffer as a result of failing to seek competent advice from a health care professional who is familiar with your situation.

NOT PROFESSIONAL ADVICE

The information contained on this Website and in the Resources is not intended as, and shall not be understood or construed as, professional advice. While the contributors, employees and/or owners of the Company are professionals and the information provided on this Website relates to issues within the Company's area of professionalism, the information contained on this Website is not a substitute for advice from a professional who is aware of the facts and circumstances of your individual situation.

We have done our best to ensure that the information provided on this Website and the resources available for download are accurate and provide valuable information. Regardless of anything to the contrary, nothing available on or through this Website should be understood as a recommendation that you should not consult with a professional to address your particular situation. The Company expressly recommends that you seek advice from a professional.

Neither the Company nor any of its employees or owners shall be held liable or responsible for any errors or omissions on this Website or for any damage you may suffer as a result of failing to seek competent advice from a professional who is familiar with your situation.

NO PROFESSIONAL-CLIENT RELATIONSHIP

Your use of this Website, including implementation of any suggestions set out in this Website and/or use of any of the Resources, does not create a professional-client relationship between you and the Company or any of its professionals.

You recognize and agree that we have not created any professional-client relationship by the use of this Website.

USER'S PERSONAL RESPONSIBILITY

By using this Website, you accept personal responsibility for the results of your actions. You agree to take full responsibility for any harm or damage you suffer as a result of the use, or non-use, of the information available on this Website and in the Resources. You agree to use judgment and conduct due diligence before taking any action or implementing any plan or policy suggested or recommended on this Website or in the Resources.

NO GUARANTEES

You agree that the Company has not made any guarantees about the results of taking any action, whether recommended on this Website or not. The Company provides educational and informational resources that are intended to help users of this website succeed in life, business, and otherwise. You nevertheless recognize that your ultimate success or failure will be the result of your own efforts, your particular situation, and innumerable other circumstances beyond the control and/or knowledge of the Company.

You also recognize that prior results do not guarantee a similar outcome. Thus, the results obtained by others, whether clients or customers of the Company or otherwise, applying the principles set out in this Website are no guarantee that you or any other person or entity will be able to obtain similar results.

ERRORS AND OMISSIONS

This Website is a public resource of general information that is intended, but not promised or guaranteed, to be correct, complete, and up to date. We have taken reasonable steps to ensure that the information contained in this Website is accurate, but we cannot represent that this Website is free of errors. You accept that the information contained on this Website may be erroneous and agree to conduct due diligence to verify any information obtained from this Website and/or the Resources prior to taking any action. You expressly agree not to rely upon any information contained in this Website or in the Resources.

TESTIMONIALS

At various places on this Website, you may find testimonials from clients and customers of the products and services offered on this Website or by the Company. The testimonials are actual statements made by clients and/or customers and have been truthfully conveyed on this Website.

Although these testimonials are truthful statements about results obtained by these clients and/or customers, the results obtained by these clients and/or customers are not necessarily typical. You specifically recognize and agree that the testimonials are not a guarantee of results that you or anyone else will obtain by using any products or services offered on this Website or by the Company.

REVIEWS

At various times, we may provide reviews of products, services, or other resources. This may include reviews of books, services, and/or software applications. Any such reviews will represent the good-faith opinions of the author of such review. The products and services reviewed may be provided to the Company for free or at a reduced price as an incentive to provide a review.

Regardless of any such discounts, we will provide honest reviews of these products and/or services. You recognize that you should conduct your own due diligence and should not rely solely upon any reviews provided on this website.

We will disclose the existence of any discounts or incentives received in exchange for providing a review of a product. If you would like more information about any such discounts and incentives, send an email to hello@vitalsignsnaturalhealth.com that includes the title of the reviewed product as the subject line. We will respond via email and disclose any incentives or discounts we received in association with any such review.

AFFILIATE LINKS

From time to time, the Company may participate in affiliate marketing and may allow affiliate links to be included on some of our pages. This means that we may earn a commission if/when you click on or make purchases via affiliate links.

As a policy, the Company will only affiliate with products, services, coaches, consultants, and other experts that we believe will provide value to our customers and followers.

The Company will inform you when one of the links constitutes an affiliate link.

You recognize that it remains your personal responsibility to investigate whether any affiliate offers are right for you or your business and will benefit you. You will not rely on any recommendation, reference, or information provided by the Company but will instead conduct your own investigation and will rely upon your investigation to decide whether to purchase the affiliate product or service.

NO ENDORSEMENTS

From time to time, the Company will refer to other products, services, coaches, consultants, and/or experts. Any such reference is not intended as an endorsement or statement that the information provided by the other party is accurate. The Company provides this information as a reference for users. It is your responsibility to conduct your own investigation and make your own determination about any such product, service, coach, consultant, and/or expert.

EARNINGS DISCLAIMER

From time to time, the Company may report on the success of one of its existing or prior clients/customers. The information about this success is accurately portrayed by the Company. You acknowledge that the prior success of others does not guarantee your success.

As with any business, your results may vary and will be based on your individual capacity, business experience, expertise, and level of desire. There are no guarantees concerning the level of success you may experience. There is no guarantee that you will make any income at all and you accept the risk that the earnings and income statements differ by individual. Each individual's success depends on his or her background, dedication, desire and motivation.

The use of our information, products and services should be based on your own due diligence and you agree that the Company is not liable for any success or failure of your business that is directly or indirectly related to the purchase and use of our information, products, and services reviewed or advertised on this Website.

CONTACT US

We welcome your questions or comments regarding the Disclaimer:
Mailing Address: 1800 Nations Drive, Ste 117-3, Gurnee, IL 60031
Email Address: hello@vitalsignsnaturalhealth.com

TERMS & CONDITIONS

USE OF THE WEBSITE

To access or use the Website, you must be 18 years of age or older and have the requisite power and authority to enter into these Terms. Children under the age of 18 are prohibited from using the Website. Information provided on the Website and any resources provided on or available for download from the Website are subject to change. The Company makes no representation or warranty that the information provided, regardless of its source, is accurate, complete, reliable, current, or error-free. The Company disclaims all liability for any inaccuracy, error, or incompleteness in the information provided.

The Company reserves the right to withdraw or amend this Website and any service or material provided on the Website in its sole discretion without notice. The Company will not be liable if, for any reason, all or any part of the Website is unavailable at any time or for any period. From time to time, the Company may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

LAWFUL PURPOSES

You may use the Website for lawful purposes only. You agree to be financially responsible for all purchases made by you or someone acting on your behalf through the Website. You agree to use the Website and to purchase services or products through the Website for legitimate, non-commercial purposes only. You shall not post or transmit through the Website any material that violates or infringes the rights of others, or that is threatening, abusive, defamatory, libelous, invasive of privacy or publicity rights, vulgar, obscene, profane, or otherwise objectionable, contains injurious formulas, recipes, or instructions, that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any law.

USE OF FREE DOWNLOADABLE CONTENT

The Company may make resources on this Website accessible to users in exchange for providing an e-mail address ("Gated Content"). The Company grants you a limited, personal, non-exclusive, non-transferable license to use the Gated Content for your own personal or internal business use. Except as otherwise provided, you acknowledge and agree that you have no right to modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Gated Content in any manner.

By accessing or downloading the Gated Content, you agree that the Gated Content you may only be used by you for your personal or internal business use and may not be sold or redistributed without the express written consent of the Company.

By accessing downloading the Gated Content, you further agree that you shall not create any derivative work based upon the Gated Content and you shall not offer any competing products or services based upon any information contained in the Gated Content.

MATERIAL YOU SUBMIT TO THE WEBSITE

By posting, uploading, submitting, inputting, providing, or otherwise making available any artwork, photos, written works, or other media, including feedback and suggestions (collectively, "Submissions"), you are granting the Company, our affiliated companies, and any necessary sub-licensees a worldwide, nonexclusive, irrevocable license to use your Submission for promotional, business development, and marketing purposes including, without limitation, the right to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat your Submission; and to publish your name in connection with your Submission.

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You shall not upload, post, submit, input or otherwise make available on the Website any Submissions protected by copyright, trademark, or other proprietary right without the express written permission of the owner of the copyright, trademark, or other proprietary right, and the burden of determining that any Submissions are not so protected rests entirely with you. You shall be liable for any damage resulting from any infringement of copyrights, trademarks, or other proprietary rights, or any other harm resulting from such a Submission.

For all Submissions submitted by you to the Website, you automatically represent or warrant that you own or otherwise control all the rights to your Submission described herein including the authority to use and distribute the Submission, and that the use or display of the Submission as contemplated in this section will not violate any laws, rules, regulations, or rights of third parties. You agree to hold the Company harmless from and against all claims, liabilities, and expenses arising out of any potential or actual copyright or trademark misappropriation or infringement claimed against you arising from Submissions you submit through the Website.

You further you grant us the right to use your Submission for the purpose of improving our Website, products or services (and for any other purpose we deem necessary or desirable) without being obliged to pay you any compensation for our use of your Submission. The Company is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in the Company's sole discretion. If you do send us unsolicited ideas, such ideas will be deemed non-confidential, and we will not be required to provide any acknowledgement of their source.

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You are granted a non-exclusive, non-transferable, revocable license to access and use the Website and the resources available for download from the Website (the "Content") strictly in accordance with these Terms of Use.

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CHANGED TERMS

We may at any time amend these Terms, including our Privacy Policy and Disclaimers. The date of the last revision will be indicated by the "Last updated" date at the top of this page. Such amendments are effective immediately upon notice to you by us posting the new Terms on this Website. We reserve the right to update any portion of our Website, including these Terms, at any time. If you continue to use our Website after we have made revisions, your continued use constitutes consent to the revised Terms, Privacy Policy and Disclaimers.

WARRANTIES

While we make every effort to ensure that the content on this Website is free from errors, we do not give any warranty or other assurance as to the accuracy, completeness, timeliness or fitness for any particular purpose of the content and materials on this site beyond reasonable efforts to maintain the site. To the maximum extent permitted by law, we provide our website and related information and services on an "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES, REPRESENTATIONS, OR GUARANTEES OF ANY KIND (WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE) INCLUDING BUT NOT LIMITED TO WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY

YOU AGREE THAT UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR ANY OTHER DAMAGES ARISING OUT OF YOUR USE OF THE WEBSITE OR RESOURCES, PRODUCTS OR SERVICES AVAILABE THROUGH THE WEBSITE.

ADDITIONALLY, THE COMPANY IS NOT LIABLE FOR DAMAGES IN CONNECTION WITH (I) ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, DENIAL OF SERVICE, ATTACK, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, OR LINE OR SYSTEM FAILURE; (II) LOSS OF REVENUE, ANTICIPATED PROFITS, BUSINESS, SAVINGS, GOODWILL OR DATA; AND (III) THIRD PARTY THEFT OF, DESTRUCTION OF, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF YOUR INFORMATION OR PROPERTY, REGARDLESS OF OUR NEGLIGENCE, GROSS NEGLIGENCE, FAILURE OF AN ESSENTIAL PURPOSE AND WHETHER SUCH LIABILITY ARISES IN NEGLIGENCE, CONTRACT, TORT, OR ANY OTHER THEORY OF LEGAL LIABILITY, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN THE DAMAGES.

IN THOSE STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR THE DAMAGES, OUR LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW. IN NO EVENT SHALL THE COMPANY'S TOTAL LIABILITY TO YOU EXCEED THE TOTAL PURCHASE PRICE OF ANY PRODUCTS OR SERVICES YOU HAVE PURCHASED FROM THE COMPANY.

AVAILABILITY

Your use of the Website and any associated services may sometimes be subject to interruption or delay. Due to the nature of the Internet and electronic communications, we and our service providers do not make any warranty that our Website or any associated resources or services will be error-free, without interruption or delay, or free from defects in design. We will not be liable to you should our Website or the resources or services supplied through our Website become unavailable, interrupted or delayed for any reason.

MALICIOUS CODE

Although we endeavor to prevent the introduction of viruses or other malicious code ("malicious code") to our Website, we do not guarantee or warrant that our Website, or any data available on the Website, does not contain malicious code. We will not be liable for any damages or harm attributable to malicious code. You are responsible for ensuring that the process you employ for accessing our Website does not expose your computer system to the risk of interference or damage from malicious code.

SECURITY

The security of your contact information is of utmost importance to us. However, you acknowledge the risk of unauthorized access to, or alteration of, your data. We do not accept responsibility or liability of any nature for any losses you may sustain as a result of such unauthorized access or alteration. All information transmitted to or from you is transmitted at your own risk, and you assume all responsibility and risks arising in relation to your use of this Website and the internet. We do not accept responsibility for any interference or damage to your computer system that may arise in connection with your access of this Website or any outbound hyperlinks.

THIRD PARTY RESOURCES

The Website contains links to third party websites and resources. You acknowledge and agree that we are not responsible or liable for the availability, accuracy, content, or policies of third-party websites or resources. Links to such websites or resources do not imply any endorsement by or affiliation with the Company. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

The Company may, from time to time, provide information from a third party in the form of a guest post or interview, in written, audio, video, or other medium. The Company does not control the information provided by such third-party guests, is not responsible for investigating the truth of any information provided and cannot guarantee the veracity of any statements made by such guests.

CALIFORNIA USERS & RESIDENTS

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

INDEMNIFICATION

You shall indemnify and hold us harmless from and against any and all losses, damages, settlements, liabilities, costs, charges, assessments, and expenses, as well as third party claims and causes of action, including, without limitation, attorney's fees, arising out of your breach of any of these Terms, your use of the Website, its content, and any product or service purchased from the Website, or your failure to maintain the confidentiality and/or security of your password or access rights to this Website and its resources. You shall provide us with such assistance, without charge, as we may request in connection with any such defense, including, without limitation, providing us with such information, documents, records, and reasonable access to you, as we deem necessary. You shall not settle any third-party claim or waive any defense without our prior written consent.

EFFECT OF HEADINGS; SEVERABILITY

The subject headings of the paragraphs and subparagraphs of these Terms are included for convenience only and shall not affect the construction or interpretation of any of its provisions. If any portion of these Terms are held to be unenforceable or contrary to law, such portion shall be construed in accordance with applicable law so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remainder of the provisions shall remain in full force and effect.

ENTIRE AGREEMENT; WAIVER

These Terms, together with the Privacy Policy and Disclaimers, constitute the entire agreement between you and the Company pertaining to the Website and supersedes all prior and contemporaneous agreements, representations, and understandings between us. Any waiver by us of a breach of or right under these Terms will not constitute a waiver of any other or subsequent breach or right. No waiver shall be binding unless executed in writing by the Company.

GOVERNING LAW; JURISDICTION; MEDIATION

These Terms, including with the Privacy Policy and Disclaimers shall be construed in accordance with, and governed by, the laws of the State of Illinois and the courts of Illinois shall have jurisdiction to hear and determine any dispute arising in relation to these Terms. You agree that any proceeding relating to use of this site must be filed exclusively in the appropriate courts located in Lake County, IL and you submit to the jurisdiction of those courts and waive any objection based on an inconvenient forum or other reasons.

The parties agree to attempt to resolve any dispute, claim, or controversy arising out of or relating to these Terms by mediation. The parties further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration, or other dispute resolution procedures.

ALL RIGHTS RESERVED

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CONTACT INFORMATION

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