

The Complete Healthy Kitchen Program

Privacy Policy

Updated June 15, 2021

The Complete Healthy Kitchen Program understands how important your privacy is. This privacy policy (the "Privacy Policy") sets out the privacy policies and practices for Lisa J Branch, and its subsidiary, the Complete Healthy Kitchen Program and affiliates (collectively, "CHK") with respect to how CHK collects your personal information. It also describes how CHK maintains, uses, and discloses personal information.

In this Privacy Policy, personal information is any information related to an identifiable person ("Personal Information").

Please note that the Site may contain links to other third-party websites that are not controlled or operated by CHK. This Privacy Policy does not apply to such third party websites, and CHK is not responsible for the content of such third party websites or the privacy practices of such third parties. CHK encourages you to 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 CHK 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 CHK at support@lisajbranch.com. You understand that if you withdraw your consent, CHK may not be able to continue to offer its services and provide its information to you.
2. **Revisions to this Privacy Policy.** CHK reserves the right, in CHK'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. CHK 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. CHK will obtain the necessary consents 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.
3. **What Personal Information does CHK collect and where is it used?**
 - 3.1. **What do we collect?** CHK may directly collect your name, address, phone number and email address. There may be other information you provide but that will not be collected by CHK and instead will be collected by the third parties CHK works with as outlined in 3.3.

- 3.2. Newsletter. We may ask for both your name and email address in order to send you our newsletter or emails. We will only contact you through our newsletter for promotional or informational purposes. Subscribing to our newsletters is optional.
- 3.3. Third Parties. CHK 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 CHK may work with on the Site are listed below. We've included links to their privacy policies to ensure you are comfortable using them.
 - 3.3.1. Stripe: <https://stripe.com/privacy-center/legal>
 - 3.3.2. Paypal: <https://www.paypal.com/us/webapps/mpp/ua/privacy-full>
 - 3.3.3. Acuity Scheduling: <https://www.squarespace.com/privacy>
 - 3.3.4. Active Campaign: <https://www.activecampaign.com/ca/legal/privacy-policy>
 - 3.3.5. ClickFunnels: <https://signup.clickfunnels.com/privacy-policy>
- 3.4. Affiliate Links. We may use affiliate links from time to time. By purchasing a product through our link, the affiliate may give us a commission. Your Personal Information will not be shared between us and the affiliate.
4. How will CHK 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:
 - 4.1. Your credit card information will not be kept by CHK but instead by one of the third parties listed in section 3.3 above;
 - 4.2. Your name and e-mail address are collected and stored on the Site. Any information captured may also be processed through third party websites in section 3.3 above;
 - 4.3. If you subscribe to our newsletter your Personal Information will be used to send the newsletter to you;
 - 4.4. If we send you the newsletter for marketing purposes, we may use your contact information to send you emails about promotions, special events and other marketing 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;
 - 4.5. We may use your Personal Information to respond when you submit a question or suggestion to us, or when you request assistance regarding the Service you purchased;
5. Storing Your Personal Information. CHK's web server may store your Personal Information when you interact with the Site. CHK will be happy to delete any of your Personal Information it holds upon a written request made by you. Your Personal Information will be safely disposed of by CHK.
6. The Site and CHK abide by all relevant Canadian laws in all aspects of our operations. As such, we abide by all the rules of CASL (Canadian Anti-Spam Laws) and the Personal Information Protection and Electronic Documents Act (PIPEDA). This Privacy

Policy is also compliant with GDPR (Europe's General Data Protection Regulation) and CCPA (California Consumer Privacy Act) regulations. If you've got any questions about our compliance with this legislation, feel free to reach out to support@lisajbranch.com

7. 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. No Personal Information is stored in the cookie and there is nothing on it which can identify you personally. Your continued use of the Site serves as consent for these cookies.
8. Disclosure of Personal Information. CHK will never sell or license any Personal Information we collect from you. CHK is not liable for any disclosure of your Personal Information by any third party, particularly the ones outlined in section 3.3 above. By purchasing the services and products offered by CHK, you agree to be bound to and consent to the provisions of our third parties' privacy policies.
9. Jurisdiction. This privacy policy and the use of the Site are governed by the laws of Canada and the Province of Alberta. If a dispute arises under this policy, we agree to first resolve it through binding arbitration to take place in the Province of Alberta.
10. Your Consent. By choosing to provide CHK with your Personal Information you are consenting to its collection, use and disclosure in accordance with the principles outlined in this Privacy Policy.
11. Protecting Your Privacy. CHK is committed to protecting your privacy. Security measures, such as using passwords on servers and computers, 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 3.3 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. CHK 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.
12. Verifying and Amending Your Personal Information. CHK tries to ensure that all Personal Information about you that is in our possession is accurate, complete and up-to-date. Please contact us support@lisajbranch.com to advise us of any changes to your Personal Information. You may request access to the Personal Information held by CHK at any time or seek to make corrections to it.
13. Resolving your concerns. If you have any questions or concerns about CHK's Personal Information collection, use and disclosure practices, please let us know at support@lisajbranch.com and we will do our best to help you.

The Complete Healthy Kitchen Program Terms and Conditions

Updated June 15, 2021

The material appearing on this website (this "Site"), is provided as information about Lisa J Branch, and its subsidiary, The Complete Healthy Kitchen Program ("CHK" Program). The owner of this Site, CHK 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 informational and educational purposes only and is not intended to replace professional advice. Before taking any action, please be sure to consult with a professional. 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.

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 (the "Client") and Lisa J Branch, and its subsidiary, CHK, a business operating out of the Province of Alberta. CHK 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. **Trademark & Copyright.** Logos for CHK are trademarks of Lisa J Branch, and its affiliates (the "Marks"). You must obtain written permission from Lisa J Branch to use the Marks. All materials created by CHK on the Site are protected by Canadian copyright laws as original works. The absence of a registered copyright symbol does not mean that such materials are not protected as belonging to Lisa J Branch. The contents of this Site are all copyrighted by Lisa J Branch, unless otherwise noted. You must obtain written permission from Lisa J Branch to use the contents of the Site in any manner not authorized by these Terms and Conditions.
2. **Ownership of Intellectual Property.** All materials provided in connection with this Agreement, including without limitation, written or printed documents, photographs, audio and video recordings and software program, and all copies and derivative works relating thereto (the "Course Materials"), are and will remain the sole and exclusive property of the Company. The Client has a limited, non-exclusive right to use the Course Materials to the extent necessary to complete the CHK Program or other products. The Client does not have the right to reproduce in part or in whole any Intellectual Property

for gift, resale or license to any third party. The Client will not use any part of the Program's Intellectual Property for their own business venture. Any original material generated by the Client during the Program (such as a recipe or meal plan) will remain the property of the Client, and will not be published without their written permission.

3. Single User License. Any password and user ID used to access the CHK Program or other products as part of this Agreement are for your individual use only. You are responsible for the security of your password and user ID and for all activities that occur under your user ID and password. If CHK has materials on the Site which you can download, permission is granted to download copies of the Course 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:
 - 3.1. modify or copy the Course Materials;
 - 3.2. use the Course Materials for any commercial purpose or for any public display (commercial or non-commercial);
 - 3.3. transfer the Course Materials to another person or "mirror" the Materials on any other server.

This license shall be terminated if you violate any of these restrictions. Upon the termination of this license, you must destroy any downloaded Course Materials in your possession, whether in electronic or printed format.

4. Media Release. From time to time, the Client may be asked permission for use of Client likeness, program materials or files, video, audio, photos or marketing materials including presentations by the Company, to promote The Program. The Company agrees it will not use aforementioned Client materials without express permission from the Client. If the Client agrees, the Client authorizes the Company to use and publish materials as they see fit on social media, websites and other distribution media. The Client will not receive monetary or royalty fees. The Client waives any right to inspect or approve the finished product, including written copy, wherein the Client's likeness or testimony for the program appears.
5. No Guarantees. The Program includes supported independent study and thus it is ultimately up to you what you get out of the Program. We make no guarantees about any particular results or benefits that you'll get from the Program. We will do everything to give you the tools to succeed, but we make no guarantees.
 - 5.1. The Company makes no representations or warranties of any kind, express or implied, with respect to the CHK Program, or Course Materials, including without limitation, any warranty, fitness for a particular purpose, title or non-infringement of third-party rights, and CHK hereby expressly disclaims the same.
 - 5.2. In no event will CHK be liable for special, incidental, indirect or consequential damages (including without limitation, lost profits or revenues), or other liability arising out of or in connection with this Agreement, regardless of the form of action, whether or not CHK has been advised, or otherwise might have anticipated the possibility of such damages.
 - 5.3. The Client is solely responsible for their actions and results in life, health and business. When addressing health matters in any of our programs, websites,

videos, newsletters or other content, they are for educational purposes only and do not replace, or override the advice of your own medical health representative(s). We do not claim that anything taught in our Program, available on our website or contained in our videos, newsletters, social media, emails or other content, will treat or cure any disease.

- 5.4. We make no representations, warranties or guarantees that you will achieve any results from our ideas or content presented in our Program, available on our website or contained in our videos, newsletters, books, social media, emails, and we offer no professional, legal, medical, psychological or financial advice in connection with same.
6. Release Of Liability. The Client agrees to release and hold harmless the Company against any and all claims, suits or actions of any kind whatsoever and release liability, damages, compensation or otherwise brought on by the Client or anyone on their behalf, including any and all damages incurred from business operations. The Client acknowledges that the Company and the Program, their directors, coaches and any support staff are not responsible for errors, omissions, or failures to act and are not to be held liable and responsible in any way whatsoever for Client liability, errors and omissions as part of the Program.
7. General Indemnity. You hereby fully indemnify Lisa J Branch, CHK and any of its members, directors, officers, employees, contractors, volunteers, agents, executors, administrators, successors, family members and assigns (the "Indemnified Parties") and save harmless the Indemnified Parties from any losses, claims, damages, actions, causes of action, costs and expenses that an Indemnified Party may sustain, incur or suffer at any time, which are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by you in your use of the CHK Program or other products, provided that where CHK has contributed to such liability by its own negligent conduct, your indemnity obligation will be limited proportionately.

This Agreement may not be amended or modified except by Lisa J Branch. 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 Lisa J Branch to enforce or exercise any provision of these Terms and Conditions shall not constitute a waiver of that right.

Disclaimer

This Disclaimer (the “Disclaimer”), in concert with our Terms and Conditions and Privacy Policy determine the rules of how you can use this Site and any of Lisa J Branch’s or CHK’s social media profiles and how you access our content and services, either as a Client or simply a Site visitor.

1. **Qualifications.** CHK and its operators hold the following qualifications: Certified Culinary Nutrition Expert. CHK makes no representations to hold any other qualifications or representations outside of this.
2. **Not Medical Advice.** Nothing shared on this Site by CHK is medical or health advice. This is simply a compilation of content and services that CHK is providing.
3. **No Guarantees.** CHK makes no guarantees regarding any results based on any action or inaction based on the information we share or services we provide through the Site.
4. **Intention.** The intention of the information we share and post on the Site is for informational, educational, and promotional purposes only.
5. **No Warranties.** CHK makes no promises that the Site or third-party programs we use to offer our services and products will always be operational. If something goes wrong we will do everything we can to fix it. We also make no representations or warranties of any kind around any of the content we produce or share on the Site. CHK disclaims all warranties regarding all information, products and services offered on or through the Site.
6. Any questions can be directed to support@lisajbranch.com

The Complete Healthy Kitchen Program Program Agreement

Updated June 15, 2021

This Agreement (“Agreement”) governs the policies and terms and conditions for the client (“Client”) of The Complete Healthy Kitchen Program (“Program”) created and facilitated by Lisa J Branch (the “Company”). By using the Program you are acknowledging and confirming that you, the Client, will abide by the terms and conditions set out in this Agreement.

1. The Complete Healthy Kitchen Program (“CHK” Program) is a 12 module program that requires time, energy and commitment (estimated 3-4 hours per week). The CHK Program includes:
 - 1.1. Audio and video lessons, actions tasks, and cooking demonstrations
 - 1.2. Private Facebook Group with weekly coaching calls with Lisa Branch or a member of the CHK coaching team for the duration of the course.
2. Program Fees
 - 2.1. All program fees are subject to applicable taxes.
 - 2.2. If the Client chooses the payment plan, there is a 10% administrative fee added to the Program fees and they will be charged the initial payment at the time of enrolling, followed by instalments every 30 days for the remaining months, on the same day of the month.
 - 2.3. If the Client chooses the monthly payment plan, they are responsible for ensuring that their account remains in good standing for the entire duration of the Program. If a payment is missed, the Client will have 5 business days to bring their account into good standing after the declined payment. If the account is not brought into good standing within 5 business days, the Client’s Program will be put on hold and access will be denied until the account is brought into good standing. If the account remains in poor standing for a duration of more than 15 business days, the Client’s Program will be cancelled entirely, and no refund will be provided.
3. Refunds
 - 3.1. No refunds of any kind will be issued for the Program fees including deposits or any partial payments, except in the case of extenuating circumstances such as an accident or death in the immediate family. If a refund is granted, access to the Materials and Site is revoked immediately.
4. Access
 - 4.1. The Client has ongoing access to the entire Program content for the lifetime of the Program.

- 4.2. At the end of the Program, the Client's access to the private Facebook Group and weekly coaching calls will be revoked unless granted continued access by The Company.
 - 4.3. The Company retains the right to revoke the Client's access to the CHK Program, private Facebook Group, and any Course Materials, without refund, in the event that the Client's account is not in good standing, the Client misuses our Intellectual Property, or the Client engages in inappropriate or offensive conduct.
5. Conduct
 - 5.1. You are solely responsible for all videos, images, information, or other data that you upload, publish, or otherwise use via, or in relation to, the Program. The Company reserves the right to remove any kind of offensive or inappropriate content about the CHK Program, and revoke access to the Program if such an event occurs. There is no refund as a result of unbecoming behaviour. We also reserve the right to remove or object to any false and slanderous comments made about the Company, CHK Program, our staff, instructors or fellow alumni on social media or elsewhere on the internet.
6. Confidentiality
 - 6.1. The Client understands that given the group nature of the Program, including the Facebook Group that any discussions or any related Program discussions are to be held in strict confidence and cannot be shared, referred to or mentioned outside of the designated Program Facebook Group.
7. Complaints
 - 7.1. The Company offers support to our Clients and a complaints handling procedure which we will use to try to resolve disputes when they first arise, with a solution that is mutually agreeable to both the Client and The Company. Please let us know if you have any complaints or comments at support@lisajbranch.com
8. Office Hours/Customer Service
 - 8.1. Office Hours are 9am-2pm MST. If the Client has any Customer Service questions they can email support@lisajbranch.com Please allow 24 hours for a response.