

TERMS AND CONDITIONS AND PRIVACY POLICY

Welcome!

The material appearing on this website, saltwaterwellness.org (this “**Site**”), is provided as information about Saltwater Wellness’ business, community, and people and as a platform for online connection. The owner of this Site, Saltwater Wellness 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 should not 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 Sarah Rastopsoff, a Sole Proprietorship operating out of the State of Alaska (“**Saltwater Wellness**”). Saltwater Wellness 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 Saltwater Wellness 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 Saltwater Wellness.
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 Saltwater Wellness, and Saltwater Wellness 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. Saltwater Wellness 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 Saltwater Wellness on various platforms, help Saltwater Wellness offer the easiest services for you and conduct transactions.
3. **Qualifications.** We hold the following professional qualifications and certifications: Certified Health Coach and Board Certified Integrative Health Practitioner.
4. **Scope of Practice.**
 - 4.1. Here is what we will be doing together: We will hold one-on-one health coaching sessions, and you will learn and understand the distress protocols.
 - 4.2. Here is what we will not be doing together: We do not diagnose, treat or claim to cure any injury or illness.
5. **Use License.** If Saltwater Wellness 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 Saltwater Wellness 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 any services or products sold on the Site is as follows: All sales are final.
7. **Disclaimer.** We aim to share information in an informative, open, and honest way. 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 Saltwater Wellness. 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 clearer about this: we make no promises regarding results and make no guarantees whatsoever.
9. **Site Terms of Use Modifications.** Saltwater Wellness may revise these Terms and Conditions for its Site at any time without notice. By continuing to use the Site after Saltwater Wellness modifies this Agreement, you are agreeing to be bound by the updated version of this Agreement.
10. **Limitation of Liability.** In no event shall Saltwater Wellness 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 Saltwater Wellness 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 Saltwater Wellness' Site to the exclusive jurisdiction of the courts of the State of Alaska without regard to its conflict of law provisions.
12. **Indemnity.** As a condition of your use of this Site, you indemnify Saltwater Wellness and its directors and affiliates from and against any and all liabilities, expenses (including legal fees) and damages arising from 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 Saltwater Wellness linked to these Terms and Conditions or contained on this Site constitute the entire agreement between you and Saltwater Wellness 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 Saltwater Wellness. 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 Saltwater Wellness 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

Saltwater Wellness understands how important your privacy is. This privacy policy (the “**Privacy Policy**”) sets out the privacy policies and practices for Sarah Rastopsoff and its subsidiaries and affiliates (collectively, “**Saltwater Wellness**”) with respect to how Saltwater Wellness collects your personal information. It also describes how Saltwater Wellness maintains, uses, and discloses personal information. This Privacy Policy applies to information collected from you by Saltwater Wellness via the Site. This Privacy Policy also sets out how you can access certain information that Saltwater Wellness 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 not controlled or operated by Saltwater Wellness. 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 Saltwater Wellness is not responsible for the content of such third-party websites or the privacy practices of such third parties. Saltwater Wellness 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 Saltwater Wellness 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 refuse or withdraw your consent by contacting Saltwater Wellness at sarahmarie@saltwaterwellness.org. You understand that if you withdraw your consent, Saltwater Wellness 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. Saltwater Wellness 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 Saltwater Wellness 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 Saltwater Wellness might have any information from or about a child under 18, please contact us at sarahmarie@saltwaterwellness.org.
3. **Revisions to this Privacy Policy.** Saltwater Wellness reserves the right, at Saltwater Wellness’ 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. Saltwater Wellness 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 apply to any Personal Information collected on or after the posted date. Saltwater Wellness 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.
4. **What Personal Information does Saltwater Wellness collect, and how is it processed?**
 - 4.1 **What do we collect?** Saltwater Wellness may directly collect your name, address, **phone number, birthday, billing address and email address**. Other information you provide will not be collected by Saltwater Wellness but by the third parties Saltwater Wellness 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 can always unsubscribe. This applies to any information you submit through our website or provide to us in any other manner.

4.3 Phone Number. We may collect your phone number, and we may contact you via phone to contact you or 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. Saltwater Wellness may work with third-party applications 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 Saltwater Wellness 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 Instagram: <https://privacycenter.instagram.com/policy>,
- 4.4.4 Calendly: <https://calendly.com/privacy>,
- 4.4.5 Zoom: <https://zoom.us/privacy>,
- 4.4.6 Google Drive: <https://policies.google.com/privacy?hl=en>

5. How will Saltwater Wellness 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 Saltwater Wellness 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. Saltwater Wellness' web service may store your Personal Information when you interact with the Site. **Saltwater Wellness will be happy to delete any of your Personal Information that it holds upon your written request.** Your Personal Information will be safely disposed of by Saltwater Wellness.

7. **Storing Your Phone Number.** Your phone number will be kept in the phone or contacts database of Saltwater Wellness and associates. Wherever it is stored, it will always be protected with a password and never be shared with third parties without your permission.
8. **We Play by The Rules.** The Site and Saltwater Wellness 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 sarahmarie@saltwaterwellness.org.
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 benefit you.
10. **Do Not Track Signals.** Saltwater Wellness does not recognize or respond to browser-initiated Do Not Track (DNT) signals, as the Internet industry is still working on Do Not Track standards, and there is no accepted standard for responding 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 how long they stay there, and 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. In addition, 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 your browser settings to disable cookies. This may change how you access the Site and render some of the Site's features unusable, but of course, it is your choice to do so.
13. **Disclosure of Personal Information.** Saltwater Wellness will NEVER sell or license any Personal Information we collect from you. Saltwater Wellness 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 Saltwater Wellness, you agree to be bound to and consent to the provisions of our third parties' privacy policies. In the event that Saltwater Wellness changes its practices, you will be notified, and you will be able to opt out of Saltwater Wellness using your Personal Information by contacting us at sarahmarie@saltwaterwellness.org.
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 Alaska. The parties agree to irrevocably submit all claims to the exclusive jurisdiction of the courts of the State of Alaska. If a dispute arises, we agree to first resolve it through binding arbitration to take place in the State of Alaska.
15. **Your Consent.** By choosing to provide Saltwater Wellness 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.** Saltwater Wellness 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. Saltwater Wellness 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.** Saltwater Wellness will ask you to verify your identity when you contact us or submit a request regarding your Personal Information. Saltwater Wellness 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 Saltwater Wellness over the internet or otherwise will not be intercepted by third parties while it is being communicated by means that are outside of Saltwater Wellness' control.
- 19. Verifying and Amending Your Personal Information.** Saltwater Wellness 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 sarahmarie@saltwaterwellness.org to advise us of any changes to your Personal Information. You may request access to the Personal Information held by Saltwater Wellness at any time or seek to make corrections.
- 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 Alaska 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 Saltwater Wellness' Personal Information collection, use and disclosure practices, please let us know at sarahmarie@saltwaterwellness.org, and we will do our best to help you.