

## OUR TERMS

We are Influ Limited t/a Wellness EQ, a company incorporated in England under the Companies Act 2006 (Company No.: 09693332) with its registered office at Kingfisher House, Hurstwood Grange, Hurstwood Lane, Haywards Heath, West Sussex, United Kingdom, RH17 7QX (“**we**” or “**us**”).

### 1 Our Terms

- 1.1 These are our Terms and Conditions which govern our sales of our 28-day Wellness EQ weight loss and healthy eating programme (the “**Programme**”). These terms should be read alongside our Cancellation Policy and our Privacy Statement.
- 1.2 These terms constitute a legal agreement between us and you. Therefore, please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide Programmes to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.
- 1.3 These terms provide you with an overview of your rights as a consumer. You are a consumer if:
  - 1.3.1 You are an individual; and
  - 1.3.2 You are buying Programmes from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

### 2 Information about how to contact us

- 2.1 You can contact us by email at [estrelita@wellnesseq.co.uk](mailto:estrelita@wellnesseq.co.uk) or by post to 15 Cowgill Gardens, Edinburgh, EH16 6FP.
- 2.2 If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.3 When we use the words “**writing**” or “**written**” in these terms, this includes emails.

### 3 Our Programme

- 3.1 Our Programme is suitable for all adults and children, however if you have any conditions or suffer from any illnesses and are not in good health, please inform us prior to commencing the Programme.
- 3.2 It is important to note that we do not provide medical advice and any guidance that we may provide is no substitute for professional medical or physiotherapy advice.
- 3.3 Any images of the products included in our Programmes are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that the colours accurately reflect the colour of the products. Your product may vary slightly from those images. The packaging of the product may vary from that shown in images.

- 3.4 All meals contained within the Programme are pre-set and therefore new recipes will not be created upon request. However, if you notify us of an allergy or intolerance you will be provided with advice on how to remove or replace most ingredients included in the Programme.
- 3.5 As part of the Programme, we may also provide you with other products, such as supplements, which are supplied to us by third parties. If you choose to use any supplements provided with the Programme, please review any instructions for use on the packaging or provided with the supplements prior to opening the packaging.
- 3.6 You must submit the correct information. Please ensure you complete your correct age, height (cm) and weight (kg) on the questionnaire. Once the Programme begins, you will be in complete control of the results. In order to achieve success with this programme you need to stick to it 100%: this includes advice on meal recipes, alcohol consumption and eating out.

#### **4 How you may use materials we provide**

- 4.1 We are the owner or the licensee of all intellectual property rights in our Programme. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 4.2 You must not use any part of the content of the Programme for any purpose other than your personal wellbeing and nutrition.

#### **5 Our contract with you**

- 5.1 Our acceptance of your order will take place when we email you to accept it or verbally agree during a face-to-face, telephonic or internet meeting, at which point a contract will come into existence between you and us.
- 5.2 If we are unable to accept your order, we will inform you of this and will not charge you for the Programme. This might be because the Programme or supplements are out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the Programme or because we are unable to meet a delivery deadline you have specified.
- 5.3 We will either use your name or assign a personal ID number to your order and tell you what it is when we accept your order. It will help us if you can tell us the name or personal ID number whenever you contact us about your order.

#### **6 Your rights to make changes**

- 6.1 If you wish to make a change to your order, please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the order, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

#### **7 Our rights**

- 7.1 We may change the Programme:

- 7.1.1 to reflect changes in relevant laws and regulatory requirements; and
- 7.1.2 to implement minor technical adjustments and improvements, for example to address a security threat, to improve labelling or packaging of our Programme, or to improve the content or recipes detailed within the Programme.

## **8 Providing the Programme**

- 8.1 Our Programmes are provided in a sealed form. Once this seal has been unsealed by you, this will be non-returnable. For more information, please see our [Cancellation Policy](#).
- 8.2 The costs of delivery will be as provided to you.
- 8.3 We may need certain information from you so that we can supply the Programme to you. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 12.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the Programme late or not supplying any part of it if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 8.4 During the order process we will let you know when we will provide our Programme to you. We will deliver the Programme to you as soon as reasonably possible and in any event within 30 days after the day on which we accept your order.
- 8.5 We are not responsible for delays outside our control. If our supply of the Programme is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for the Programme you have paid for but not received.
- 8.6 If no one is available at your address to take delivery, we will leave you a note informing you of how to rearrange delivery or collect the Programme from a local depot.
- 8.7 If you do not collect the Programme from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery we may end the contract and Clause 11.2 will apply.
- 8.8 The Programme will be your responsibility from the time we deliver the Programme to the address you gave us or you or a carrier organised by you collect it from us.
- 8.9 You will own the Programme once we have received payment in full.
- 8.10 We may have to suspend the supply of our Programme for reasons outside our control.
- 8.11 We will contact you in advance to tell you we will be suspending supply of the Programme, unless the problem is urgent or an emergency. If we have to suspend the supply of the Programme, we will cancel your order and refund you in full for the Programme ordered.

- 8.12 We may also suspend supply of the Programme if you do not pay. If you do not pay us for the Programme when you are supposed to (see Clause 14.4) and you still do not make payment within 2 days of us reminding you that payment is due, we may suspend supply of the Programme until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the Programme. We will not suspend the Programme where you dispute the unpaid invoice (see Clause 14.6). We will not charge you for the Programme during the period for which it is suspended. As well as suspending the Programme we can also charge you interest on your overdue payments (see Clause 14.6).

## **9 Your rights to end the contract**

- 9.1 You can always end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the contract and whether you are a consumer or business customer:

- 9.1.1 If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), see Clause 13.
- 9.1.2 If you want to end the contract because of something we have done or have told you we are going to do, see Clause 9.2;
- 9.1.3 If you are a consumer and have just changed your mind about the product, see Clause 9.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods.

- 9.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at 9.2.1 to 9.2.5 below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- 9.2.1 we have told you about an upcoming change to the Programmes or these terms which you do not agree to (see Clause 7.1);
- 9.2.2 we have told you about an error in the price or description of the Programme you have ordered and you do not wish to proceed;
- 9.2.3 there is a risk that supply of the Programmes may be significantly delayed because of events outside our control;
- 9.2.4 we have suspended supply of the Programmes for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 30 days; or
- 9.2.5 you have a legal right to end the contract because of something we have done wrong.

- 9.3 **Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013).** If you are a consumer then for most products bought online, you have a legal right

to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in our [Cancellation Policy](#).

9.4 Your right as a consumer to change your mind does not apply in respect of:

- 9.4.1 personalised goods e.g. items that carry an individual's details, including but not limited to full name, first name, surname, monogram or initials on them;
- 9.4.2 non-returnable items including products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;
- 9.4.3 any products which become mixed inseparably with other items after their delivery.

9.5 You are entitled to inspect the goods provided as part of the Programme to decide whether you wish to change your mind, but you should not break any seals on any of the products.

9.6 If you are a consumer how long you have to change your mind depends on what you have ordered and how it is delivered. As you bought goods, you have 14 days after the day you (or someone you nominate) receives the goods, unless:

- 9.6.1 Your goods are split into several deliveries over different days. In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery.
- 9.6.2 Your goods are for regular delivery over a set period. In this case you have until 14 days after the day you (or someone you nominate) receives the first delivery of the goods.

## **10 How to end the contract with us (including if you are a consumer who has changed their mind)**

10.1 To end the contract with us, please let us know by emailing us at [estrelita@wellnesseq.co.uk](mailto:estrelita@wellnesseq.co.uk). Please provide your name, home address, details of the order and, where available, your phone number and email address.

10.2 If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must either return the goods in person to where you bought them or post them back to us at 15 Cowgill Gardens, Edinburgh, EH16 6FP. If you are a consumer exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.

## **11 Our rights to end the contract**

11.1 We may end the contract for a Programme at any time by writing to you if:

- 11.1.1 you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
- 11.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Programme, for example, delivery address details;
- 11.1.3 you do not, within a reasonable time, allow us to deliver the Programme to you or collect them from us; or

11.1.4 other circumstances that we may deem commercially appropriate.

11.2 If we end the contract in the situations set out in Clause 11.1 we will refund any money you have paid in advance for Programmes we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

## **12 If there is a problem with the Programme**

12.1 If you have any questions or complaints about the Programme, please contact us. You can write to us at [estrelita@wellnesseq.co.uk](mailto:estrelita@wellnesseq.co.uk) or at 15 Cowgill Gardens, Edinburgh, EH16 6FP.

## **13 Your rights in respect of defective products as a consumer**

13.1 If you are a consumer we are under a legal duty to supply products that are in conformity with this contract. Nothing in these terms will affect your legal rights in relation to the products.

13.2 Your key legal rights are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

13.3 The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

13.3.1 Up to 30 days: if your goods are faulty, then you can get an immediate refund.

13.3.2 Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.

13.3.3 Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

13.4 If you wish to exercise your legal rights to reject products you must either return the Programme in person to where you bought it or post it back to us. If you have just changed your mind about the product, you may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods.

## **14 Price and Payment**

14.1 The price of the Programme (which includes VAT) will be the price indicated on the order pages when you placed your order. We use our best efforts to ensure that the price of the Programme advised to you is correct. However please see Clause 13.3 for what happens if we discover an error in the price of the Programme you order.

14.2 If the rate of VAT changes between your order date and the date we supply the Programme, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

14.3 It is always possible that, despite our best efforts, some of the Programmes we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the Programme's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the Programme's correct price at your order date is higher than the price stated to you, we

will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

- 14.4 We accept payment with any of the payment methods listed at the payment stage of our checkout process. You must pay for the Programmes before we dispatch them. We will not charge your credit or debit card until we dispatch the Programmes to you.
- 14.5 If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 14.6 If you think an invoice is wrong, please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

## **15 Our responsibility for loss or damage suffered by you if you are a consumer**

- 15.1 We do not provide medical advice. When following the Programme, you are doing so at your own risk, and you must take full responsibility for the effects on your body which you may experience along the way.
- 15.2 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 15.3 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products and for defective products under the Consumer Protection Act 1987.
- 15.4 We are not liable for business losses. We supply Programmes to you for domestic and private use only.

## **16 How we may use your personal data**

- 16.1 We will only use your personal information as set out in our [Privacy Statement](#).

## **17 Other important terms**

- 17.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you

are unhappy with the transfer, you may contact us to end the contract within 14 days of us telling you about it and we will refund you any payments you have made in advance for Programmes not provided.

- 17.2 You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee). You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. However, if you are a consumer you may transfer our guarantee at Clause 8.5 to a person who has acquired the Programme. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant item or property.
- 17.3 Nobody else has any rights under this contract (except someone you pass your guarantee on to). This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in Clause 17.2 in respect of our guarantee. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 17.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 17.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you, but we continue to provide the Programme, we can still require you to make the payment at a later date.
- 17.6 These terms are governed by Scots law and you can bring legal proceedings in respect of our product in the Scottish courts.
- 17.7 Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are a consumer and are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to the Retail Ombudsman via their website at <https://www.theretailombudsman.org.uk>. In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.
- 17.8 If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Scotland and the courts of Scotland shall have exclusive jurisdiction to settle any such dispute or claim.

## **CANCELLATION POLICY**

This page (together with our [Terms and Conditions](#) and [Privacy Statement](#) provides information about the Influo Limited, t/a Wellness EQ (“we” and “us”) and the legal terms of business on which we sell



**any product to any private individual purchasing goods from us (“you”) - that is, those customers who are not purchasing either wholly or in part for business use.**

This policy may be updated from time to time. The terms that are in force at the date and time of your order will apply to the contract between you and us.

If you have any questions regarding our Cancellation Policy, please contact us at [estrelita@wellnesseq.co.uk](mailto:estrelita@wellnesseq.co.uk)

## **Cancellations**

You have the right to cancel your order at any time within 14 days of the date of purchasing all non-perishable goods, unless the goods have been personalised, have been unsealed, or are marked as non-returnable (the “**Cancellation Period**”). For further information regarding personalised and non-returnable goods, please see our [Terms and Conditions](#). If you have exercised this right to cancel within the Cancellation Period, you shall be provided with a full refund for the items purchased, provided that they are returned in the same condition.

Our Programme will be provided to you in a sealed form. Further, supplements provided as part of our Programme will be sealed for hygiene purposes. Please note, your right as a consumer to change your mind and cancel your order does not apply in respect of products sealed, once these have been unsealed after you receive them. Please therefore inspect the products carefully before deciding whether to break any seals.

To cancel your order, you must inform us in writing before the expiry of the Cancellation Period. If you have already taken delivery of the order, you should return the goods to us (see our Returning Items section below).

We retain the right to arrange for collection of the product(s) at your cost if you have not returned the items purchased within 30 days of your notice of cancellation.

If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection. The costs of collection will be the same as our standard delivery.

## **Changes to your order**

Should you wish to amend your order, you are able to do so up until you receive confirmation from us that your order has been processed.

To change your order, please email us as soon as possible at [estrelita@wellnesseq.co.uk](mailto:estrelita@wellnesseq.co.uk)

Please also be aware that we may make changes to your order in terms of delivery, for reasons outside our control. If this happens, we will do our best to inform you before the item is shipped.

## **Returning items**

If you have received your order and are unhappy with any of the products ordered, we will refund your money or exchange the products, provided that you return the products to us within 14 days from the date of your order being delivered. However, if an item received is delivered to you in a faulty or damaged condition, you have a 30-day right to reject, which begins from the date of your order made.

Please return all items to the following address:

15 Cowgill Gardens, Edinburgh, EH16 6FP or if outside the UK to the relevant collaborating partner.

Please follow the instructions below when returning items:

1. Return a copy of your invoice to us with the items that you are returning highlighted. Please note the quantity and reason(s) for return against each item on your invoice.
2. Please pack and seal your return securely to prevent potential damage while in transit
3. Please securely affix your return shipping label to the packaging. Make sure no other address labels are shown.
4. You are responsible for insuring all returns, as we may claim against you should damages be sustained in transit.

#### **Return costs**

We will only reimburse the cost of returning items where:

- (a) they were delivered in error;
- (b) they were misdescribed, damaged or defective; or
- (c) you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside of our control or because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances (including where you are a consumer exercising your right to change your mind) you must pay the costs of return.

The maximum amount that we shall reimburse you for returning the items will be the cost of its delivery by the least expensive delivery method.

#### **When your refund will be made**

We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then:

- (a) If the products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For more information about how to return a product to us, please see our Returning Items section below.
- (b) In all other cases, your refund will be made within 14 days of you telling us you have changed your mind. Please keep the goods in your possession and take care of them until you return them to us. A full refund will only be given where the goods are received by us in the same condition as when they were shipped (i.e. returned to us in good condition, unopened and in the original packaging).

## PRIVACY STATEMENT

### Who we are

This is the privacy statement of Influ Limited t/a Wellness EQ, a company incorporated in England under the Companies Act 2006 with its registered office at Kingfisher House, Hurstwood Grange, Hurstwood Lane, Haywards Heath, West Sussex, United Kingdom, RH17 7QX (Company Number: 09693332) (“**we**”, “**us**” or “**our**” in this privacy statement). We are the controller and are responsible for your personal information.

This privacy policy aims to give you information on how we collect and process your personal data through your use of this website or by other means that you contact us by, including any data you may provide through this website or by telephone when you purchase our products. In this privacy statement, references to our website refers to <https://www.wellnesseq.co.uk/>.

### Types of personal information we collect

Personal information means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).

We may collect, use and store different types of personal information about you, which we have grouped together as follows:

Types of personal information	Description
<i>Personal information</i>	<i>Your name, age and date of birth.</i>
<i>Contact information</i>	<i>Such as your address, email address and mobile phone number.</i>
<i>Financial information</i>	<i>Your bank details and payment history.</i>
<i>Transactional information</i>	<i>Details about payments to and from you and other details of products and services you have purchased from us.</i>
<i>Social-demographic</i>	<i>Details about your work or profession, nationality, education and where you fit in to various social groupings.</i>
<i>Profile information</i>	<i>Purchases or orders made by you, your interests, preferences, feedback and survey responses.</i>
<i>Contractual information</i>	<i>Details about the services we provide to you.</i>
<i>Marketing and Communications information</i>	<i>Details of how you would like to be contacted by us, including marketing communications, and other similar information relevant to our relationship.</i>
<i>Special Category data</i>	<i>Some types of personal information are defined as special category data. If you provide us with information about any medical conditions that you consider are relevant to the products, then we will use that in order to provide suitable products and services to you.</i>

Where we need to collect personal information by law, or under the terms of a contract we have with you, and you fail to provide that information when requested, we may not be able to perform the contract we have or are trying to enter into with you (for example, to provide you our products). In this case, we may have to cancel a product that you have ordered from us, but we will notify you if this is the case at the time.

### How we use your personal information

In general terms, we collect and use personal information to:

- *deliver our services and meet our legal responsibilities*
- *verify your identity where this is required*
- *contact you by post, email or telephone*
- *understand your needs and how they may be met*
- *maintain our records*
- *process financial transactions*

More specifically, the table below explains how we use your personal information and the reasons that we rely on in doing so. Where these reasons include legitimate interests, we explain what these legitimate interests are.

What we use your information for	Our reasons	Our legitimate interests
<ul style="list-style-type: none"> <li>• <i>To deliver our goods and services</i></li> <li>• <i>To make and manage customer payments</i></li> <li>• <i>To manage fees, charges and interest due on customer accounts</i></li> <li>• <i>To collect and recover money that is owed to us</i></li> </ul>	<ul style="list-style-type: none"> <li>• <i>Contractual performance</i></li> <li>• <i>Legitimate interests</i></li> <li>• <i>Legal obligations</i></li> </ul>	<ul style="list-style-type: none"> <li>• <i>Being efficient about how we fulfil our legal and contractual duties</i></li> <li>• <i>Complying with regulations that apply to us</i></li> </ul>
<ul style="list-style-type: none"> <li>• <i>To provide you with tailored products that are best suitable for you</i></li> </ul>	<ul style="list-style-type: none"> <li>• <i>Legitimate interest</i></li> <li>• <i>Consent (including in the case of any health information that you choose to provide to us)</i></li> <li>• <i>Contractual performance</i></li> </ul>	<ul style="list-style-type: none"> <li>• <i>To provide you with the products or services that we consider appropriate to your circumstances</i></li> </ul>
<ul style="list-style-type: none"> <li>• <i>To run our business in an efficient and proper way. This includes managing our financial position, business capability, planning, communications, corporate governance and audit</i></li> </ul>	<ul style="list-style-type: none"> <li>• <i>Legitimate interests</i></li> <li>• <i>Legal obligations</i></li> </ul>	<ul style="list-style-type: none"> <li>• <i>Being efficient about how we fulfil our legal duties</i></li> <li>• <i>Complying with regulations that apply to us</i></li> </ul>
<ul style="list-style-type: none"> <li>• <i>To exercise our rights set out in contracts and agreements</i></li> </ul>	<ul style="list-style-type: none"> <li>• <i>Contractual performance</i></li> </ul>	
<ul style="list-style-type: none"> <li>• <i>To manage our relationship with you which may include asking you to leave a review of take a survey or notifying you about changes to our terms or privacy statement.</i></li> </ul>	<ul style="list-style-type: none"> <li>• <i>Contractual performance</i></li> <li>• <i>Legal obligations</i></li> <li>• <i>Legitimate interests</i></li> </ul>	<ul style="list-style-type: none"> <li>• <i>Keeping our records updated and to study how customers use our products/services)</i></li> </ul>

<ul style="list-style-type: none"> <li>To enable you to partake in a prize draw, competition or complete a survey</li> </ul>	<ul style="list-style-type: none"> <li>Contractual performance</li> <li>Legitimate interests.</li> </ul>	<ul style="list-style-type: none"> <li>Being able to study how customers use our products/services, to develop them and to grow our business.</li> </ul>
<ul style="list-style-type: none"> <li>To deliver relevant website content and advertisements to you and measure or understand the effectiveness of the advertising that we serve to you</li> </ul>	<ul style="list-style-type: none"> <li>Legitimate interests</li> </ul>	<ul style="list-style-type: none"> <li>To study how customers use our products/services to develop them, to grow our business and to improve our marketing strategy</li> </ul>
<ul style="list-style-type: none"> <li>To make suggestions and recommendations to you about goods or services that may be of interest to you</li> </ul>	<ul style="list-style-type: none"> <li>Legitimate interests</li> </ul>	<ul style="list-style-type: none"> <li>Developing our products/services and to be able to grow our business</li> </ul>

### Where we collect your personal information from

We may collect personal information about you from the following sources:

- Information you give to us e.g. when you contact us directly by phone or email.
- Information we collect when you use our services e.g. payment and transaction information and your contact information.

### Who we share your information with

We may share your personal information with the following third parties:

- Amway Corp, 7575 Fulton Street East, Ada, MI 49355 USA. Amway Corp produces Nutrilite supplements, which form part of our products provided to you.
- Delivery services associated with postage and dispatch of goods.

### International Transfers

Where you place an order with us that includes Nutrilite supplements, then the Nutrilite supplements will be supplied to you directly by our supplier, Amway Corp. Amway Corp is based in the USA. In order for Amway Corp to fulfil your order, it is therefore necessary for us to share your contact information with Amway Corp.

To find out more information about how Amway Corp. process your personal information, please see their privacy policy <https://www.amwayglobal.com/privacy-notice/united-states/#abo>.

### Information Security

We have put in place appropriate security measures to prevent your personal information from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal information to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal information on our instructions and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

## **Marketing**

We aim to provide you with choices regarding certain personal information uses, particularly around marketing and advertising.

We will get your express opt-in consent before directly sending you marketing communications or before sharing your personal information with any third party for marketing purposes.

You can ask us or third parties to stop sending you marketing messages at any time by contacting us.

Where you opt out of receiving these marketing messages, this will not apply to personal information provided to us as a result of a product purchase or any other transactions with us.

## **How we use your information to make automated decisions**

We do not use any automated decision making.

## **If you choose not to give your personal information**

If you choose not to give your personal information then we may be unable to provide you with the goods and services that you request.

## **How long we keep your personal information**

We will not retain your personal information for longer than is necessary for the purposes set out in this privacy statement, including for the purposes of satisfying any legal, regulatory, tax, accounting or reporting requirements. We may retain your personal information for a longer period in the event of a complaint or if we reasonably believe there is a prospect of litigation in respect of our relationship with you.

To determine the appropriate retention period for personal information, we consider the amount, nature and sensitivity of the personal information, the potential risk of harm from unauthorised use or disclosure of your personal information, the purposes for which we process your personal information and whether we can achieve those purposes through other means, and the applicable legal, regulatory, tax, accounting or other applicable requirements.

## **Your rights**

***Access to your information*** – You have the right to request a copy of the personal information about you that we hold.

***Correcting your information*** – We want to make sure that your personal information is accurate, complete and up to date and you may ask us to correct any personal information about you that you believe does not meet these standards.

**Deletion of your information** – You have the right to ask us to delete personal information about you where:

- You consider that we no longer require the information for the purposes for which it was obtained
- We are using that information with your consent and you have withdrawn your consent – see *Withdrawing consent to using your information* below
- You have validly objected to our use of your personal information – see *Objecting to how we may use your information* below
- Our use of your personal information is contrary to law or our other legal obligations.

**Objecting to how we may use your information** – You have the right at any time to require us to stop using your personal information for direct marketing purposes. In addition, where we use your personal information to perform tasks carried out in the public interest or pursuant to the legitimate interests of us or a third party then, if you ask us to, we will stop using that personal information unless there are overriding legitimate grounds to continue.

**Restricting how we may use your information** – in some cases, you may ask us to restrict how we use your personal information.

**Withdrawing consent using your information** – Where we use your personal information with your consent you may withdraw that consent at any time and we will stop using your personal information for the purpose(s) for which consent was given.

Please contact us in any of the ways set out in the *Contact information and further advice* section if you wish to exercise any of these rights.

### **Changes to our privacy statement and your duty to inform us of changes**

We keep this privacy statement under regular review and will place any updates on this website. Paper copies of the privacy statement may also be obtained by contacting us using the details provided below.

This privacy statement was last updated on 23 January 2020.

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your relationship with us.

### **Contact information and further advice**

Estrelita: +44 (0) 7535259809

Issy: +44 (0) 7798936687

Email: [estrelita@wellnesseq.co.uk](mailto:estrelita@wellnesseq.co.uk)

### **Complaints**

You have the right to lodge a complaint with the Information Commissioner's Office, the UK supervisory authority for data protection issues (the "**ICO**"):

Online: <https://ico.org.uk/global/contact-us/email/>

By phone: 0303 123 1113

By post: Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, SK9 5AF

We would, however, appreciate the chance to deal with your concerns before you approach the ICO so please contact us in the first instance.