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The General Terms and Conditions were last updated on 7 March 2024.

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10. Coaching Call Cancellation & Rescheduling Policy

You may discontinue coaching at any time, or restart as desired, but there are no refunds, and there are no "makeup" calls for coaching sessions that were missed or cancelled less than 24 hours in advance.

11. Coaching Call Expiration

If you do not utilize all of your coaching, your remaining session(s) will expire 60 days from the most recent call, unless otherwise agreed upon in advance.

12. Termination

You have the right to terminate your use of or participation in our Programs, Products or Services at any time by sending an e-mail to inma@backtobasics-health.com.

We reserve the right in our sole discretion to refuse or terminate your access to our Programs, Products, Services or Program Materials, in full or in part, at any time, without policy, by sending you an e-mail to the e-mail address you provided upon purchase of the Program, Product or Service.

In the event of cancellation or termination by either of us, you will have 24 hours to pay any and all remaining payments or balances that are owed to us.

Upon termination by either of us, we reserve the right to immediately refuse or terminate your access to any aspect of our Programs, Products, Services and/or our Program Materials,

including but not limited to our Website, private forum, e-mail communications, Facebook groups, live webinars or conference calls, or any other method of communications related to our Programs, Products, Services or Program Materials at any time without policy and in our sole discretion.

All of the terms of this Terms of Use, including but not limited to all copyright, trademark, and intellectual property rights, disclaimers, limitations of liability, release of claims, and our Refund Policy will still apply now and in the future, even after termination by you or us.

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14. Complete Agreement

These Terms of Use, together with our Privacy Policy and Cookie Policy, constitute the entire agreement between you and Back to Basics Health GmbH in relation to your use of our website, programmes, products, services and programme materials.

15. Updating the Terms and Conditions

We may update the Terms and Conditions from time to time. The date stated at the beginning of these Terms and Conditions is the last revision date. Your continued use of this website following the posting of changes or updates will be deemed to indicate your agreement to abide by and be bound by these Terms and Conditions.

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These Legal Terms are governed by and interpreted following the laws of Switzerland, and the use of the United Nations Convention of Contracts for the International Sales of Goods is expressly excluded. If your habitual residence is in the EU, and you are a consumer, you additionally possess the protection provided to you by obligatory provisions of the law in your country to residence. Back to Basics Health GmbH and yourself both agree to submit to the non-exclusive jurisdiction of the courts of Zurich, Switzerland, which means that you may make a claim to defend your consumer protection rights in regards to these Legal Terms in Switzerland, or in the EU country in which you reside.

17. Dispute Resolution

It is hoped that should we ever have any differences, we could be able to work them out amiably through e-mail correspondence. However, should we be unable to seek resolution within a reasonable time, you agree now that the only method of legal dispute resolution that will be used is binding arbitration before a single arbitrator, selected jointly, in accordance with the Arbitration and Internal Rules of the European Court of Arbitration being part of the European Centre of Arbitration having its seat in Strasbourg, and which are in force at the time the application for arbitration is filed, and of which adoption of this clause constitutes acceptance.

The seat of arbitration shall be Zurich, Switzerland. The language of the proceedings shall be German. Applicable rules of substantive law shall be the law of Switzerland. Prior to seeking arbitration, you must send an e-mail to us at inma@backtobasics-health.com and include all of your reasons for dissatisfaction with your Program. You understand and agree now that the only remedy that can be awarded to you through arbitration is full refund of your Payment made to date. No other actions or financial awards of consequential damages, or any other type of damages, may be granted to you. We both agree now that the decision of the arbitrator is final and binding, and may be entered as a judgment into any court having the appropriate jurisdiction. By purchasing our Programs, Products or Services you are agreeing to a modification of the statute of limitations such that any arbitration must be begun within one (1) year of the date of your e-mail to us referenced above or you waive the right to seek dispute resolution by arbitration or to take any other legal action. You also agree that should arbitration take place, it will be held in Zurich, Switzerland, where the Company is located, and the prevailing party shall be entitled to all reasonable attorneys' fees and all costs necessary to enforce the decision of the arbitrator.

In the event of a dispute between us, you agree to not engage in any conduct or communications, public or private, designed to disparage us, our Company, or any of our Programs, Products or Services. Where requested by law or arbitration, of course, you are not prohibited from sharing your thoughts and opinions as a part of the legal process.

If any terms of these Terms of Use are construed to be invalid or unenforceable for any reason, it shall not affect the validity or enforceability of any other term which shall be given full force and effect.

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What We Do With Confidential Information. We request and require various personal data and/or Confidential Information to understand your needs and provide you with better services. In addition, we may use such data and Confidential Information for the following reasons: (1) for internal record keeping, (2) to improve our Programs, Products, Services or Program Materials, (3) to periodically send promotions about new Programs, Products or Services or other special offers from which you may unsubscribe at any time, (4) for aggregate, non-identifiable data for research purposes, (5) to customize the respective Programs, Products or Services you purchase or use according to your interests and/or (6) for support or communication related to your Program, Product, Service or Program Materials.

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Confidentiality and Disclosure. All Confidential Information will be held in confidentiality and will not be disclosed to third parties, except that we may disclose Confidential Information and personally identifiable information: (1) pursuant to the terms of the Terms of Use and Privacy Policy and our Disclaimer, (2) if we are required to do so by law, (3) in the good-faith belief that such action is necessary to conform to the law, (4) to comply with any legal process served on either us or our partners, sponsors, investors, or affiliates, (5) to protect and defend our rights or property or those of our users or purchasers, and/or (6) to act as immediately necessary in order to protect the personal safety of our users, purchasers, or the public. We will not sell, distribute or lease your Confidential Information to third parties unless we have your permission or are required by law to do so.

Viewing by Others. Note that whenever you make your Confidential Information or Other Information available for viewing by others such as through our Programs, Products, Services, or Program Materials, our Website or social media, the Confidential Information or Other Information that you share also can be seen, collected and used by others, and therefore, we cannot be responsible for any unauthorized use by others of such Confidential Information or Other Information that you voluntarily share online or in any other manner.

How We Use Cookies. We may use the standard "cookies" feature of major web browsers. We do not set any Confidential Information in cookies, nor do we employ any data-capture mechanisms on our Website other than cookies. You may choose to disable cookies through your own web browser's settings. However, disabling this function may diminish your experience on the Website and some features of our Programs, Products, Services or Program Materials may not work as intended. We have no access to or control over any information collected by other individuals, companies or entities whose website or materials may be linked to our Programs, Products, Services or Program Materials.

Passwords. To use certain features of our Programs, Products, Services, or Program Materials, you may be issued a group username and password or a unique individual username and password, which you will receive through your registration and/or purchase process. You may be able to change to username and/or password of your choosing. You are responsible for maintaining the confidentiality of the password and account, and are responsible for all activities (whether by you or by others) that occur under your password or account. You are not permitted to share your username and/or password with anyone. If we learn you have shared your username and/or password with another person, we reserve the right to immediately terminate your access to the Program, Product, Service, Program Materials, Website, private

forum, Facebook group or any other related communication. It is your responsibility to protect your own password from disclosure to others. We cannot and will not be liable for any loss or damage arising from your failure to protect your password or account information. You are responsible for activities that take place using your password(s) and within your account. If you share your password(s) with anyone, they may be able to obtain access to your personal information at your own risk. You agree to notify us immediately of any unauthorized use of your password or account or any other breach of security, and to ensure that you exit from your account at the end of each session. By using our Programs, Products and Services, you agree to enter true and accurate information as part of the registration, purchase process and otherwise. If you enter a false email address, we have the right to immediately inactivate your account. We will use our best efforts to keep your password(s) private and will not otherwise share your password(s) without your consent, except as necessary when the law requires it or in the good faith belief that such action is necessary, particularly when disclosure is necessary to identify, contact or bring legal action against someone who may be causing injury to others or interfering with our rights or property.

19. COACHING TERMS, CONDITIONS & WAIVER OF RESPONSIBILITY

In consideration of my receiving coaching services, I do hereby waive, release, and forever discharge my coach, agents, employees, and all others from any and all responsibility or liability for injuries or damages resulting from my participation in any activities arising out of my participation in any activities under such coaching.

I understand that my coaches are not psychological or medical professionals. The goal of coaching is to create a supportive alliance in which I can attain my own stated goals and become independent of the coach.

I agree that using any or every part of these coaching services is entirely at my own risk. Wellness coaching services are provided "as is", without warranty of any kind, either expressed or implied. I understand that I may be coached in fitness, nutrition, weight management, stress management, emotional resilience, life visioning, overall health and health risk management. These services may be requested or rejected at my own free choice.

Coaching services are not meant to be a substitute for counseling or treatment for mental health problems, but it is an excellent way to gather individualized information by which my own decisions can be made.

I do hereby further acknowledge that I have either had a physical examination and have been given a physician's permission to participate or that I have decided to participate in activity and/or use of equipment and machinery without the approval of my physicians and do hereby assume all responsibility and risks of injury or death from such participation and activities.

No assumption of responsibility is made, or given, and the party requesting such advice agrees not to hold the coach responsible or liable in any form or fashion, for such actions taken of their own accord. The method and process by which this advice and direction are given in no way would constitute an agreement or liability on the part of the provider and is acknowledged to be different in many ways than a one-on-one clinical or psychological counseling process.

Coaching Confidentiality

We are very sensitive to the issue of confidentiality. Confidentiality is crucial to an effective and trusting coaching relationship. There are three situations, however, where it may be necessary

for us to share certain information with others. By agreeing to these terms you authorize the wellness coach to share information with others in the following circumstances: When there is clear indication that someone may be harmed, or there is serious threat to your own health or safety or that of others, or if your coach has reasonable cause to suspect the potential for harm to children.

If you have any questions about any term of these Terms of Use, please contact us at

hello@backtobasics-health.com or

Back to Basics Health GmbH
Schneebelistrasse 7
8048 Zürich.