

Terms and Conditions and Privacy Policy

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6. Links

VIATITUDE HEALTH LTD has not reviewed all of the sites linked to its Internet website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by VIATITUDE HEALTH LTD of the site. Use of any such linked website is at the user's own risk.

7. Site Terms of Use Modifications

VIATITUDE HEALTH LTD may revise these terms of use for its website at any time without notice. By using this website, you are agreeing to be bound by the then-current version of these Terms and Conditions of Use.

8. Governing Law

Any claim relating to my company's website shall be governed by the laws of England and Wales without regard to its conflict of law provisions.

General Terms and Conditions are applicable to Use of the Web Site of Viatitude Health Ltd.

Generated privacy notice - general business

Viatitude Health Ltd customer privacy notice

This privacy notice tells you what to expect us to do with your personal information.

- Contact details
- What information we collect, use, and why
- Lawful bases and data protection rights
- Where we get personal information from
- How long we keep information
- How to complain

Contact details: brainhealthyhabits@viatitudehealth.com

What information we collect, use, and why

We collect or use the following information to **provide services and goods, including delivery**:

- Names and contact details
- Payment details (including card or bank information for transfers and direct debits)
- Health information (including dietary requirements, allergies and health conditions)
- Website user information (including user journeys and cookie tracking)

We also collect or use the following information to **provide services and goods, including delivery**:

- · Racial or ethnic origin
- Health information



We collect or use the following information for **service updates or marketing purposes**:

Names and contact details

Lawful bases and data protection rights

Under UK data protection law, we must have a "lawful basis" for collecting and using your personal information. There is a list of possible lawful bases in the UK GDPR. You can find out more about lawful bases on the ICO's website.

Which lawful basis we rely on may affect your data protection rights which are in brief set out below. You can find out more about your data protection rights and the exemptions which may apply on the ICO's website:

- **Your right of access** You have the right to ask us for copies of your personal information. You can request other information such as details about where we get personal information from and who we share personal information with. There are some exemptions which means you may not receive all the information you ask for. You can read more about this right here.
- **Your right to rectification** You have the right to ask us to correct or delete personal information you think is inaccurate or incomplete. <u>You can read more about this right here</u>.
- **Your right to erasure** You have the right to ask us to delete your personal information. <u>You can read more about this right here</u>.
- **Your right to restriction of processing** You have the right to ask us to limit how we can use your personal information. <u>You can read more about this right here</u>.
- **Your right to object to processing** You have the right to object to the processing of your personal data. <u>You can read more about this right here</u>.
- Your right to data portability You have the right to ask that we transfer the personal information you gave us to another organisation, or to you. You can read more about this right here
- **Your right to withdraw consent** When we use consent as our lawful basis you have the right to withdraw your consent at any time. <u>You can read more about this right here</u>.

If you make a request, we must respond to you without undue delay and in any event within one month.

To make a data protection rights request, please contact us using the contact details at the top of this privacy notice.

Our lawful bases for the collection and use of your data

Our lawful bases for collecting or using personal information to **provide services and goods** are:

- Legitimate interests we're collecting or using your information because it benefits you, our organisation or someone else, without causing an undue risk of harm to anyone. All of your data protection rights may apply, except the right to portability. Our legitimate interests are:
 - Viatitude Health will offer the following service: Once a potential client has decided that they want to proceed (after a free video call consultation), the client will complete a questionnaire about their current food and lifestyle habits (at a high level, the questionnaire covers: nutrition habits, food allergies, quality of their sleep, stress management and exercise habits, age, gender and ethnic background.) The client will then receive a list of targeted suggestions of future habits regarding their food and lifestyle choices, in order to improve and maintain their brain health.



Our lawful bases for collecting or using personal information for **service updates or marketing purposes** are:

• Contract – we have to collect or use the information so we can enter into or carry out a contract with you. All of your data protection rights may apply except the right to object.

Where we get personal information from

• Directly from you

How long we keep information

We store <u>personal data</u> only for as long as we need it.

When we no longer need personal data for the reason we collected it, we <u>destroy it securely</u> or anonymise it.

However, we are obliged to keep certain records of payments received for a set period in order to meet the requirements of HMRC. These records are anonymised and destroyed once the required period of storage has lapsed.

How to complain

If you have any concerns about our use of your personal data, you can make a complaint to us using the contact details at the top of this privacy notice.

If you remain unhappy with how we've used your data after raising a complaint with us, you can also complain to the ICO.

The ICO's address:

Information Commissioner's Office Wycliffe House Water Lane Wilmslow Cheshire SK9 5AF

Helpline number: 0303 123 1113

Website: https://www.ico.org.uk/make-a-complaint

Last updated

4 October 2024