

Back to Health Functional Medicine & The Szigeti Method Terms & Conditions

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE. BY ACCESSING THIS WEBSITE, BACK TO HEALTH FUNCTIONAL MEDICINE, AND THE SZIGETI METHOD PROGRAM, YOU AGREE TO ALL THE TERMS & CONDITIONS AND THE PRIVACY POLICY.

All members of The Szigeti Method and users of this site Back to Health Functional Medicine agree that access to and use of this site is subject to the following terms and conditions and other applicable law. If you do not agree to these terms and conditions, please do not use this site or access the program.

TERMS AND CONDITIONS

The Website Standard Terms And Conditions contained herein on this webpage, shall govern your use of this Website, including all pages within this Website backtohealthfunctionalmedicine.com (collectively referred to herein below as this “Website”). These Terms apply in full force and effect to your use of this Website and by using this Website, you expressly accept all terms and conditions contained herein in full. You must not use this Website, if you have any objection to any of these Website Standard Terms And Conditions.

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WARRANTY DISCLAIMER

This Website and the materials and products on this Website are provided “as is” and without warranties of any kind, whether express or implied. To the fullest extent permissible pursuant to applicable law, Back to Health Functional Medicine & The Szigeti Method, disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement. Back to Health Functional Medicine & The Szigeti Method does not represent or warrant that the functions contained in the Website will be uninterrupted or error-free, that the defects will be corrected, or that this Website or the server that makes the Website available are free of viruses or other harmful components. Back to Health Functional Medicine & The Szigeti Method does not make any warranties or representations regarding the use of the materials in this Website in terms of their correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise. No guaranteed outcomes are promised from participating in Back to Health Functional Medicine & The Szigeti Method. Some states do not permit limitations or exclusions on warranties, so the above limitations may not apply to you.

LIMITATION OF LIABILITY

Back to Health Functional Medicine & The Szigeti Method shall not be liable for any special or consequential damages that result from the use of, or the inability to use, the materials on this Website or the performance of the products, even if Back to Health Functional Medicine & The

Szigeti Method has been advised of the possibility of such damages. Applicable law may not allow the limitation of exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you.

ASSUMPTION OF RISK & RELEASE OF LIABILITY

“Consultation”, “Lifestyle Consulting Services”, “lifestyle counseling” refers to educational advice provided through Back to Health Functional Medicine & The Szigeti Method Program, via Back to Health Functional Medicine & The Szigeti Method website, emails, and any social media interactions. This release of liability covers Dr. Anya Szigeti and all other associates working in conjunction with Back to Health Functional Medicine & The Szigeti Method and all associated programs.

I hereby acknowledge and agree:

1. The purpose of lifestyle counseling via Back to Health Functional Medicine & The Szigeti Method and all associated programs and offerings is to improve the overall health, vitality and well-being of the body through lifestyle education and the use of natural foods and lifestyle recommendations. Back to Health Functional Medicine & The Szigeti Method and the founder, Dr. Anya Szigeti, does not diagnose diseases, disorders or conditions in this capacity as educator of Back to Health Functional Medicine & The Szigeti Method and participation in Back to Health Functional Medicine & The Szigeti Method does not constitute establishing a “doctor-patient” relationship.
2. As part of the Lifestyle Counselling Services, I may be asked to provide information concerning my physical habits, medical history, moods, energy levels, likes and dislikes, lifestyle and diet. This information is collected to enable Back to Health Functional Medicine & The Szigeti Method to:
 - (i) assess my knowledge of nutrition
 - (ii) educate me about the benefits of sound nutritional practices
 - (iii) recommend general dietary changes to improve my general health, vitality and overall well-being.

Back to Health Functional Medicine & The Szigeti Method will hold this information in confidence and will not release or disclose this information to any other person, without my prior consent, except as required by applicable law.

3. If TBack to Health Functional Medicine & the Szigeti Method suspects the existence of disease, disorder or condition, I will be informed of this suspicion. However, I acknowledge this is not a diagnosis or conclusion about the state of my health and that I am directed to promptly consult a licensed Physician or Naturopath about any suspected problems.
4. I agree not to request Back to Health Functional Medicine & The Szigeti Method, to recommend dietary changes and/or nutritional supplements to enhance my body's natural ability to resist and/or overcome a known disease, disorder or condition. If I have not previously consulted a licensed Physician or Naturopath about this disease, disorder or condition, I acknowledge that I am directed to promptly do so. I am not to alter or discontinue treatments prescribed by a licensed Naturopath, Physician or other licensed health professional without consulting the individual who prescribed the treatment.
5. In providing Lifestyle Counseling Services to me, Back to Health Functional Medicine & The Szigeti Method, is relying upon the truth, accuracy and completeness of all information I have provided. Any recommendations I follow for changes in diet, including the use of nutritional supplements, are entirely my responsibility and should be done only under the guidance of my healthcare provider.
6. Anya Szigeti, Back to Health Functional Medicine & The Szigeti Method and all associates, are in no way liable for my health or safety. I make all the decisions that affect my own health of my own accord.
7. In consideration of my participation in the Back to Health Functional Medicine & The Szigeti Method, I hereby accept all risk to my health, including injury or death that may result from such participation and I hereby release Back to Health Functional Medicine & The Szigeti Method, Anya Szigeti, and all associates on my behalf and on behalf of my personal representatives, estate, heirs, next of kin, and assigns from any and all costs, claims, causes of action and damages arising from any and all illness or injury to my person, including my death, that may result from or occur as a result of my participation in Back to Health Functional Medicine & The Szigeti Method, whether caused by negligence or otherwise.
8. I understand that any recommendations that I undertake from Back to Health Functional Medicine & The Szigeti Method are undertaken of my own free will. I accept that the ultimate responsibility for my health care is my own and that Back to Health Functional Medicine & The Szigeti Method is here to support me in this. I understand that my practitioner reserves the right to determine which cases fall outside their scope of practice, in which event an appropriate referral will be recommended. I hereby agree to assume full responsibility for any manner of loss, injury, claim or damage whatsoever, known or unknown, incurred as a result of same and I, my heirs, executors, administrators or assigns for any loss, injury, claim or damage sustained as

a result of my attendance and/or participation. I have read the above release and waiver of liability, and fully understand its contents and voluntarily agree to the terms and conditions stated.

DISCLAIMER OF LIABILITY

Anya Szigeti, Back to Health Functional Medicine & The Szigeti Method, and all associates are not acting as your physician or psychologist, and the scope of her consultation services does not include treatment or diagnosis of specific illnesses or disorders. If I, the client, suspect I may have an ailment or illness that may require medical attention, then it is my responsibility to consult with a licensed physician immediately. Only my licensed physician can prescribe drugs.

Any mention of drugs in the course of consultation is only for the purpose of providing a complete history of drugs that the client is taking and not for Anya Szigeti, Back to Health Functional Medicine & The Szigeti Method, and all associates to judge the appropriateness of the medication. Any change in prescription or dosage is a decision the client makes with his or her physician.

Rather than dealing with treatment of disease, Anya Szigeti, Back to Health Functional Medicine & The Szigeti Method, and all associates focuses on wellness and prevention of illness through the use of non-toxic, natural nutritional therapies to achieve optimal health. As a functional medicine specialist, Anya Szigeti primarily educates and motivates clients to assume more personal responsibility for their health by adopting a healthy attitude, lifestyle, and diet.

While people generally experience greater health and wellness as a result of embracing a healthier attitude, lifestyle, and diet, Anya Szigeti, Back to Health Functional Medicine & The Szigeti Method, and all associates do not promise or guarantee resolution from current illness and/or protection from future illness.

By using this site, I acknowledge and understand that Anya Szigeti is a **Holistic Functional Medicine Doctor** and not my physician, and that I should see my doctor if I think I have a medical condition. Anya Szigeti, Back to Health Functional Medicine & The Szigeti Method, and all associates will not be held liable for failure to diagnose or treat an illness, nor will they be liable for failure to prevent future illness or death.

HIPAA NOTICE OF PRIVACY PRACTICES

This notice describes how medical information about you may be used and disclosed by Back to Health Functional Medicine & The Szigeti Method and how you can get access to this information. We never market or sell personal information. **Please review it carefully.**

Your Rights

When it comes to your health information, you have certain rights. This section explains your rights and some of our responsibilities to help you.

Request confidential communications

- You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address.
- We will say “yes” to all reasonable requests.

Ask us to limit what we use or share

- You can ask us not to use or share certain health information. We are not required to agree to your request.
- If you pay for a service item out-of-pocket in full, you can ask us not to share that information for the purpose of payment or our operations with your health insurer. We will say “yes” unless a law requires us to share that information.

Get a list of those with whom we’ve shared information

- You can ask for a list (accounting) of the times we’ve shared your health information for six years prior to the date you ask, who we shared it with, and why.
- We will include all the disclosures except for those you asked us to make. We’ll provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.

Get a copy of this privacy notice

- You can ask for a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. We will provide you with a paper copy promptly.

Choose someone to act for you

- If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information.

- Please notify us in writing via email TheSzigetiMethodHelp@gmail.com and we will make sure the person has this authority and can act for you before we take any action.

File a complaint if you feel your rights are violated

- You can complain if you feel we have violated your rights by contacting us directly at:
- TheSzigetiMethodHelp@gmail.com
- You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, or by calling , calling 1-877-696-6775.
- We will not retaliate against you for filing a complaint.

Your Choices

For certain health information, you can tell us your choices about what we share. If you have a clear preference for how we share your information in the situations described below, talk to us. Tell us what you want us to do, and we will follow your instructions.

In these cases, you have both the right and choice to tell us to:

- Share information with your family, close friends, or others you designate

In the following cases we never share your information unless you give us written permission:

- Marketing purposes
- Sale of your information

In the case of fundraising:

- We may contact you for fundraising efforts, but you can tell us not to contact you again.

Our Uses and Disclosures

How do we typically use or share your health information?

We typically use or share your health information in the following ways. We can use and share your health information to run our program, improve your experience, and contact you when necessary.

HOW ELSE CAN WE USE OR SHARE YOUR HEALTH INFORMATION?

We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research. We have to meet many conditions in the law before we can share your information for these purposes.

Help with public health and safety issues

We can share health information about you for certain situations such as:

- Preventing disease
- Reporting suspected abuse, neglect, or domestic violence
- Preventing or reducing a serious threat to anyone's health or safety

Do research

We can use or share your information for health research.

Comply with the law

We will share information about you if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that we're complying with federal privacy law.

Respond to lawsuits and legal actions

We can share health information about you in response to a court or administrative order, or in response to a subpoena.

OUR RESPONSIBILITIES

We are required by law to maintain the privacy and security of your protected health information. We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information. We must follow the duties and privacy practices described in this notice and give you a copy of it.

We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing, via email to TheSzigetiMethodHelp@gmail.com, if you change your mind.

CHANGES TO THE TERMS OF THIS NOTICE

We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, in our office, and on our website.

This Notice is effective as of the date that this document is last updated.

By using this website and participating in Back to Health Functional Medicine & The Szigeti Method, I acknowledge that I have received and agree to terms outlined in the HIPAA Notice of Privacy Practices.

MEDICAL DISCLAIMER

All content here was created for informational purposes only. The content is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your physician or other qualified health provider with any questions you have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read on these pages. Reliance on any information provided by Back to Health Functional Medicine & The Szigeti Method, companies, or professionals contributing content as part of these publications is solely at your own risk.

FOR EDUCATIONAL AND INFORMATIONAL PURPOSES ONLY

Back to Health Functional Medicine & The Szigeti Method and website is educational and is not intended to diagnose, treat, prevent, or cure disease. The information and recommendations provided within the program and on the website to include but not limited to text, graphics, images, and other material contained on the website and within this program are for educational and informational purposes only. It is recommended that you consult with your physician prior to making any lifestyle changes, including dietary modifications and adding supplements, to ensure there are no contraindications with your current medications or health conditions. The information provided in Back to Health Functional Medicine & The Szigeti Method and on this website does not replace the advice or recommendations of your physician. Always seek the advice of your physician or other qualified healthcare professional with any questions you may have regarding a medical condition or treatment and before undertaking a new healthcare regimen. Never disregard professional medical advice or delay in seeking it because of something you read on this website or within Back to Health Functional Medicine & The Szigeti Method.

The information provided in or through this Website and Program is for educational and informational purposes only and solely as a self-help tool for your own use. The information provided is educational and should not be used in place of medical advice from your physician.

PERSONAL RESPONSIBILITY

You aim to accurately represent the information provided to us on or through our Website. You acknowledge that you are participating voluntarily in using our Website and that you are solely and personally responsible for your choices, actions and results, now and in the future. You accept full responsibility for the consequences of your use, or non-use, of any information provided on or through this Website, and you agree to use your own judgment and due diligence before implementing any idea, suggestion or recommendation from our Website to your life, family or business.

CODE OF CONDUCT

You may not use Back to Health Functional Medicine & The Szigeti Method for any illegal or unauthorized purpose. In addition to the laws of the state of Florida, USA, you also agree to comply with all local laws that apply to your use of the Website. You may not use the Website in any manner which could disable, overburden, damage, or impair the Website, or interfere with any other party's use and enjoyment of the Website. You agree that you are responsible for your own conduct and communications while using the Website and for any consequences of that use. You agree that when using the Website, you will not post or upload any inappropriate, promotional, defamatory, destructive, obscene, or unlawful content; defame, abuse, harass, or otherwise violate the legal rights (such as rights of privacy and publicity) of others or upload dangerous or harmful files. Back to Health Functional Medicine & The Szigeti Method reserves the right to remove individuals from our community in instances of misconduct at our full discretion and without a refund.

NO GUARANTEES

Back to Health Functional Medicine & The Szigeti Method Program, Website, and Social Media is to educate, support and assist you in reaching your own goals, but your success depends primarily on your own effort, motivation, commitment, and follow-through. Back to Health Functional Medicine & The Szigeti Method cannot predict and does not guarantee that you will attain a particular result, and you accept and understand that results differ for each individual. Each individual's results depend on his or her unique background, biochemistry, personal health history, genetics, environmental and lifestyle factors, dedication, desire, motivation, actions, and numerous other factors. You fully agree that there are no guarantees as to the specific outcome

or results you can expect from using the information you receive on or through this Website, Social Media or with any aspect of Back to Health Functional Medicine & The Szigeti Method.

PURCHASES AND SUBSCRIPTIONS

If you wish to purchase any product or service made available through the Website (“Purchase”), you may be asked to supply certain information relevant to your Purchase including, without limitation, your name, phone number, email address, physical address, credit card information and geographic location. Please view our Privacy Policy for more information on how we use your personal information. DUE TO THE DIGITAL NATURE OF THE PRODUCTS OFFERED, NO REFUND WILL BE GIVEN.

INDEMNIFICATION AND RELEASE OF CLAIMS

You hereby fully and completely hold harmless, indemnify and release Back to Health Functional Medicine & The Szigeti Method and any of its agents, consultants, affiliates, team members, joint venture partners, employees, shareholders, directors, staff, team members, or anyone otherwise affiliated with the business from any and all causes of action, allegations, suits, claims, damages, or demands whatsoever, in law or equity, that may arise in the past, present or future that is in any way related to our Website, Social Media Platforms, or Program.

ERRORS AND OMISSIONS

Although every effort is made to ensure the accuracy of information shared on or through this Website, the information may inadvertently contain inaccuracies or typographical errors. You agree that Back to Health Functional Medicine & The Szigeti Method is not responsible for the views, opinions, or accuracy of facts referenced on or through the Website, Social Media, the Program, or of those of any other individual or company affiliated with our business or Anya Szigeti in any way. Because scientific, technology and business practices are constantly evolving, you agree that Back to Health Functional Medicine & The Szigeti Method is not responsible for the accuracy of our Website, Social Media, the Program, or for any errors or omissions that may occur.

REFUND POLICY

Due to the digital nature of programs offered within Back to Health Functional Medicine & The Szigeti Method, no refunds are offered for purely digital products. DUE TO THE DIGITAL NATURE OF THE PRODUCTS OFFERED, NO REFUND WILL BE GIVEN.

Back to Health Functional Medicine & The Szigeti Method works on 2 basic principles:

1. The life transforming learning lessons and action steps.
2. The participation, implementation, and dedication of the client.

ACCESS TO THE SZIGETI METHOD

The majority of the programs offered are instant virtual access through systeme.io portal. Email instructions will be provided immediately upon purchase.

All current and past clients opt-in to be notified via email of upcoming events, Masterclasses, and additional educational opportunities.

CUSTOMER SERVICE

Customer Service email is TheSzigetiMethodHelp@gmail.com. Please be advised that emails will typically be returned within 1 business day. To best serve you, please provide as much information as possible in your initial email.

COMPLAINTS

Client complaints may be sent via email to TheSzigetiMethodHelp@gmail.com. Please be advised that emails will typically be returned within 1 business day. To best resolve your complaint, please provide as many details as possible including what resolution you are seeking.

NO ENDORSEMENT

References or links in our Website, Social Media, and Program to the information, opinions, advice, programs, products or services of any other individual, business or entity does not constitute our formal endorsement. Back to Health Functional Medicine & The Szigeti Method is merely sharing information for your own self-help. Back to Health Functional Medicine & The Szigeti Method is not responsible for the Website content, blogs, e-mails, videos, social media, programs, products and/or services of any other person, business or entity that may be linked or referenced in our Website. Conversely, should our Website link appear in any other individuals,

businesses or entities Website, program, product or services, it does not constitute our formal endorsement of them, their business or their Website either.

AFFILIATES

From time to time, we may promote, affiliate with, or partner with other individuals or businesses whose programs, products and services align with mine. There may be instances when we promote, market, share or sell programs, products or services for other partners and in exchange we may receive financial compensation or other rewards. Back to Health Functional Medicine & The Szigeti Method is highly selective and only promotes the partners whose programs, products and/or services we respect. At the same time, you agree that any such promotion or marketing does not serve as any form of endorsement or medical advice whatsoever. You are still required to use your own judgment to determine that any such program, product or service is appropriate for you and it is recommended that you consult with your physician prior to making any lifestyle modifications. You are assuming all risks, and you agree that Back to Health Functional Medicine & The Szigeti Method is not liable in any way for any program, product or service that I may promote, market, share or sell on or through our Website, Social Media, or Program.

VARIATION

Back to Health Functional Medicine & The Szigeti Method shall have the right in its absolute discretion at any time and without notice to amend, remove or vary the Services and/or any page of this Website, Social Media, or Program.

COMPLAINTS

Back to Health Functional Medicine & The Szigeti Method 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 Back to Health Functional Medicine & The Szigeti Method. Please let us know if you have any complaints or comments at TheSzigetiMethodHelp@gmail.com.

SEVERABILITY

If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein. Regardless, you hereby fully and completely hold harmless, indemnify and release Back to Health Functional Medicine & The Szigeti Method and any of its agents, consultants, affiliates, team members, joint venture partners, employees, shareholders, directors, staff, team members, or anyone otherwise affiliated with the business from any and all causes of action, allegations, suits, claims, damages, or demands whatsoever, in law or equity, that may arise in the past, present or future that is in any way related to our Website, Social Media Platforms, communication, or Programs.

ENTIRE AGREEMENT

These Terms, including any legal notices and disclaimers contained on this Website, Social Media Platforms, or Programs constitute the entire agreement between Back to Health Functional Medicine & The Szigeti Method and you in relation to your use of this Website, Social Media Platforms, or Programs and supersede all prior agreements and understandings with respect to the same. By using our Website, Social Media, and Programs you are agreeing to all parts of the above Disclaimer. If you have any questions about this Disclaimer, please contact TheSzigetiMethodHelp@gmail.com.

I HAVE CAREFULLY READ THIS AGREEMENT AND AGREE TO THE TERMS OUTLINED ABOVE. I UNDERSTAND THIS AGREEMENT TO BE A FULL AND FINAL RELEASE OF ALL COSTS, CLAIMS, CAUSES OF ACTION AND DAMAGES OF ANY KIND ARISING FROM OR IN CONNECTION WITH THE **LIFESTYLE COUNSELING SERVICES**, BACK TO HEALTH FUNCTIONAL MEDICINE & THE SZIGETI METHOD AND ALL ASSOCIATED PROGRAMS, WEBSITES, EMAIL, SOCIAL MEDIA, ETC.

All materials developed and reviewed by Anya Szigeti, DC, DABCI, MBA and at times in conjunction with other leading healthcare practitioners, for exclusive use by Back to Health Functional Medicine & The Szigeti Method, for educational and informational purposes only.

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