

Privacy Policy

for Vegan Nutrition Training



Information on the processing of your personal data (Art. 13 DSGVO)

I attach great importance to the protection of your personal data and your privacy. According to the Data Protection Regulation ("GDPR"), I am obliged to inform you about the purpose for which I process your data. Furthermore, the rights to which you are entitled under the DSGVO are listed. Personal data is all data that can be related to you personally, such as name, address, email addresses, dietary habits, intolerances, etc.

1 Person responsible for data processing

The responsible person pursuant to Art. 4 No. 7 DSGVO is:

Name: Yasemin Kertlioglu

Address: Klappholzstraße 24, 6020 Innsbruck, Österreich

Email address: yasemin@kertlioglu.at

2 Person concerned

The person concerned is only the person trained by me, which is you.

3 Vegan nutrition training

To be able to carry out the vegan nutrition training, various data are required from you. For better traceability, the processed data is divided into the following categories: 3.1 Your personal data and billing, 3.2 Vegan nutrition training and 3.3 Contact by email.

3.1 About you and the settlement

I process your personal data to provide you with vegan nutritional training and other services, to carry out pre-contractual measures such as enquiries about services offered by me, for administration, planning, preparing offers, processing complaints, invoicing you and communicating with you:

- Name
- Date of birth
- Address
- Contact options

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- Occupation and housing situation
- Payment or billing data (different address, if applicable; account data for direct debit mandate)
- Etc.

The legal basis for the processing of this data is the fulfilment of the contract according to Art. 6 para. 1 b) DSGVO. The personal data serves the purpose of contacting you and assigning the other data collected. The payment and billing data are used for invoicing/execution of direct debiting procedures.

3.2 Vegan Nutrition Training

To be able to carry out the vegan nutrition training, the following additional data will be collected from you:

- Health data on illnesses, medication, family dispositions, blood count, intolerances*.
- Nutrition and drinks*
- Sport/Exercise*
- Digestion*
- Sleep*
- Mood/Stress*
- Favourite foods
- Etc.

The categories and types of data marked with * fall under the term "special categories of data" as health data according to Art. 9 of the GDPR. Your consent serves as the legal basis for this (see below). Other types of data not marked with * are processed on the basis of Art. 6 Para. 1 b) DSGVO for the purpose of fulfilling a contract.

You are free to decide whether you want to share this data with me. If I do not receive your express consent for the processing of this data, the vegan nutrition training may not be provided or only to a limited extent.

Please send the data marked with * via encrypted ZIP-File via email with a password of at least 12 digits. Send the sensitive document to yasemin@kertlioglu.at and the password separately to yasemin.kertlioglu@protonmail.com, as sufficient security cannot be guaranteed otherwise. Do not send the password and the file in one email or to the same email address.

This data is only collected and processed in order to be able to provide you with vegan nutritional training. I only process and store the data locally on my own computer.

3.3 Contact via email

Depending on the content of the enquiry, the processing of your data in the context of contacting you by e-mail or telephone is carried out for purely informative enquiries on the basis of your (presumed) consent in accordance

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with Art. 6 Para. 1 a) DSGVO, or in accordance with Art. 6 Para. 1 b) DSGVO, insofar as the contact is in connection with the fulfilment of the contract for vegan nutritional training.

Please note that complete data security cannot be guaranteed when communicating by e-mail, if not encrypted with a password sent separately to another email address of mine.

4 Data deletion and storage period

The data processed by me will be deleted or restricted in its processing in compliance with the statutory provisions, in particular in accordance with Art. 17 and 18 DSGVO. Unless expressly stated within the scope of this data protection declaration, I delete the stored data as soon as they are no longer required for their intended purpose.

Beyond the point in time when the purpose ceases to exist, data will only be retained if it is required for other and legally permissible purposes or if the data must continue to be retained due to legal retention obligations. In the case of legal retention obligations, processing is restricted, i.e., blocked and not processed for other purposes.

As a rule, the storage period is four years from the end of the vegan nutrition training. However, this data can be blocked for other purposes and then finally deleted after expiry of the respective last contractual or legal (e.g. tax law) retention period. Billing data must be kept for at least 10 years for reasons of tax law.

5 Your rights

You can assert the following rights free of charge in accordance with the statutory provisions:

- Right of access (Art. 15 GDPR),
- Right to rectification or erasure (Art. 16 and Art. 17 GDPR),
- Right to restriction of processing (Art. 18 GDPR),
- Right to data portability (Art. 20 GDPR),
- Right to object to processing (Art. 21 GDPR).

You also have the right to complain to a data protection supervisory authority about the processing of your personal data by me.

6 Data transfer, data transfer to third countries

Recipients of your personal data can be, above all, doctors, health insurance companies or billing agencies. The purpose of the transmission is either the billing of the services provided or the clarification of medical questions.

When contact is made via email, the hosting provider of the email account receives data to be able to deliver the email.

I store your data locally on my computer, so that this data is not transmitted to

third parties.

Your data will only be transferred to countries outside the European Union if this is absolutely necessary for the performance of the contract. Art. 9 para. 2 b) DSGVO in conjunction with Art. 49 para. 1 p. 1 b) DSGVO forms the legal basis for the transfer. Art. 49 para. 1 p. 1 b) DSGVO forms the legal basis for the transfer.

7 Profiling, automated decision making

Automated decision-making and profiling do not take place.

8 Data security

I have taken appropriate and reasonable technical and organisational data security measures to protect it from accidental or intentional manipulation, loss, destruction, or access by unauthorised persons.

9 Declaration of consent

I hereby consent to the collection and processing of my personal health data (such as, in particular, illnesses, medication, family dispositions, blood count, intolerances, digestion, mood/stress) for the purpose of the vegan nutritional training described above. If I provide special categories of personal data (data about my health), these are covered by the declaration of consent. I was comprehensively informed about the type and scope of the collection and evaluation verbally and in the previous data protection declaration to this declaration of consent.

My consent is voluntary. I can refuse to give my consent or revoke it at any time in writing or by email to the vegan nutrition trainer without any disadvantages arising from this. However, I am also aware that vegan nutrition training can only take place to a significantly limited extent without providing this data. However, this does not affect the lawfulness of the processing carried out on the basis of the consent until the revocation.

First name, last name

Place and date

Signature

Disclaimer

Vegan Nutrition Training



10 Disclaimer

Yasemin Kertlioglu, activeplantbased, hereby declares following statements. The client confirms to have understood these statements and agrees to them with his or her signature.

Yasemin Kertlioglu, activeplantbased, functions as an independent, educational vegan nutrition trainer, not as a classical nutritionist/dietitian. In principle, as a trainer, one may work with groups and/or individuals. Her focus is always and in every case on imparting knowledge.

Individual counselling (and other activities) falls under restricted trades (e. g. life counselling). Working with sick people is also a legally and commercially regulated activity, which is why trainers are only allowed to be active in prevention.

The client hereby declares that he or she is healthy and without sickness and is participating in a vegan nutrition training in a preventive manner.

The client understands that the provision of lessons, seminars, lectures, workshops, teaching events and the like is not subject to the Trade Regulation Act. Whether the target group is children or adults, a group of persons or an individual is taught is irrelevant for qualification as an exempt activity.

The client understands that Yasemin Kertlioglu, activeplantbased does not give advice but shares his/her knowledge through a teaching activity. It is important to note that in the practice of health professions in the broader sense, Yasemin Kertlioglu, activeplantbased does not give advice but shares her knowledge through a teaching activity.

The client understands that the primary difference is whether Yasemin Kertlioglu, activeplantbased, works out an analysis of the current situation with individual recommendations, which Yasemin Kertlioglu, activeplantbased, is not allowed to do, (as for this she needs, for example, a trade licence for life and social counselling, which she does not have) or whether she passes on her knowledge, for example in the context of a joint cooking course, seminar, lecture, hike, group lecture, etc., for which you do not need a trade licence as a new self-employed person/trainer.

The client understands that Yasemin Kertlioglu, activeplantbased, does not need a trade licence as a new self-employed person/trainer, as she passes on general knowledge, and does not work out an analysis of the current situation with individual recommendations.

The client understands that whenever knowledge transfer/teaching/trainer activity is the purpose of the practice - regardless of whether an individual person or a group is given his/her knowledge - then no trade licence is required, and one works as a trainer.

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The transition from seminars as a teaching activity, which are exempt from the Trade Regulation Act, and personal counselling as a commercial activity is fluid. If general and specialised teaching content is imparted on the basis of an existing training concept, e. g. nutrition training, etc., this constitutes a teaching activity.

Within the scope of the teaching activity, it is also possible to individually adapt the teaching content according to the client's wishes and his questions from existing modules.

If, on the other hand, deficits are sounded out by analysing the actual situation and knowledge content tailored to the individual case is imparted with instructions on how to implement it, this already constitutes a commercial advisory activity. The client understands, that Yasemin Kertlioglu, activeplantbased, does not analyse deficits and the "actual situation" to find tailored individual solutions, but only transfers knowledge depending on the client's questions and wishes.

The client understands that Yasemin Kertlioglu, activeplantbased, only transfers knowledge and does no counselling given that the client is healthy and without a disease diagnosis etc.

The client hereby declares that he or she is a client/customer, and not a patient.

The client hereby declares that he or she agrees that Yasemin Kertlioglu, activeplantbased, cannot be held liable and/or accountable for the client's medical, physiological, anatomical issues/well-being or problems regarding the psychological constitution and well-being after having undergone a training with her, as she is forwarding general state of the art nutritional knowledge and merely answering to specific questions and wishes of the client.

The client is responsible for his or her own actions and decides whether to follow the general nutrition information that he or she receives.

Yasemin Kertlioglu, activeplantbased, states clearly that her training consists of sharing general knowledge on vegan nutrition and that her training is not related to any illness of the client/without reference to a disease. Yasemin Kertlioglu states: "My offer is not intended to cure or alleviate diseases or their complaints and does not include individual advice in case of illness. In case of disease-related complaints, please consult your doctor, dietician, or alternative practitioner. My offer is also not intended to analyse the current situation of the client and present solutions that are tailored and individual to the client but focused on transferring general knowledge around vegan nutrition."

I have read paragraph 10. *Disclaimer* in its entirety and fully understand, agree, and consent to all points mentioned.

First name, last name

Place and date

Signature

Vegan Nutrition Training

Distinction, Conclusion, Contract



11 Distinction from nutrition therapy

Nutritional therapy, which is subject to special legal requirements, is to be distinguished from pure nutritional training.

Nutritional therapy in the following sense is understood in accordance with § 42 HeilM-RL of the G-BA as nutritional counselling for disease-related nutritional problems and includes, in particular, counselling on the selection and preparation of natural foods and on disease-specific diets as well as the preparation and supplementation of a nutrition plan.

Nutritional therapy therefore serves to cure or alleviate diseases and their complaints. Nutritional therapy therefore falls under the practice of medicine as defined in § 1 Para. 2 of the “Heilpraktikergesetz” (HeilprG).

Anyone wishing to practise medicine without being certified as a doctor requires a licence pursuant to section 1, paragraph 1 of the HeilprG. Permission is granted by the respective health authority and requires, among other things, proof of sufficient knowledge and skills in accordance with § 2 Para. 1 lit. i) HeilprGDV 1.

Nutritionists and nutrition teachers also do not belong to the so-called health professions or remedial professions, such as dietitians. These are state-trained professions that work on the prescription of a doctor in the context of his or her medical profession.

Accordingly, nutritionists are not authorised to carry out nutrition therapy.

Advertising activities that are not legally permitted under § 1 HeilprG constitutes a violation of competition law within the meaning of § 3a UWG. This results in claims for injunctive relief, damages, and profit transfer pursuant to §§ 8 ff. UWG, this results in claims for injunctive relief, damages and profit transfer, e. g. from competitors. The practice of medicine without a licence is illegal according to § 5 HeilprG and punishable by law.

If the person concerned (the client) complains of unspecific complaints and no medical diagnosis has yet been made, he or she will be referred to the doctor by the nutrition trainer, Yasemin Kertlioglu. The same applies if the person concerned (the client) is already aware of his or her illness but expects the nutrition training to cure or alleviate this illness. In this case, the nutrition teacher, Yasemin Kertlioglu, must and will point out the limits of her training program to the client and refer him or her to a doctor.

In this respect, it is important to note that nutrition-specific counselling, which is intended to alleviate the symptoms of a disease, also falls under the practice of medicine according to case law, and therefore cannot and will not be carried out by the nutrition trainer, Yasemin Kertlioglu.

12 Conclusion

Vegan nutrition training is a practical application and general knowledge transfer by conveying the specifics of plant-based nutrition without individual-specific therapeutic added value.

The client's vegan nutrition training takes place with prior information (about all recognisable, possible risks) and consent of said client. This is to avoid civil and criminal liability of Yasemin Kertlioglu, activeplantbased.

This written agreement must be signed before the start of the training so that it becomes the basis of the entire training activity.

In case of questions please contact yasemin@kertlioglu.at. The trainer will be happy to answer questions and always provide transparency.

13 Contract

Training Contract between

Mrs/Mr (Name, Surname)

- hereinafter referred to as the customer -

and

the vegan nutrition trainer Mrs Yasemin Kertlioglu, activeplantbased

- hereinafter referred to as nutrition trainer -

§ 1 Principles of the training service

The training service is provided by the nutrition trainer mainly by video conference, or in person, or by e-mail, or by telephone.

The nutrition trainer's offer does not serve to cure or alleviate illnesses or their complaints and does not include individual advice in the event of illness. In the case of illness-related complaints, the client should consult his doctor or health practitioner.

§ 2 Data protection and confidentiality

The client expressly agrees to the electronic data processing of his personal data within the framework of the following regulations. Client data shall be treated with absolute confidentiality. The client's data provided will be used exclusively for the creation of offers and training according to the client's wishes and for the client's own market research and contract fulfilment purposes. The data will not be passed on to third parties.

The nutrition trainer is subject to an absolute duty of confidentiality. The duty of confidentiality shall continue to exist beyond the termination of the agreed contractual services for the performance of the contract.

§ 3 Implementation of the nutrition training

The object of the order is the provision of an agreed service, the training (i. e. service contract) and not the achievement of a specific physical result (no contract for work and services). The commissioned services shall be deemed to have been rendered when the necessary consultations have taken place and any questions that may arise have been dealt with. The client undertakes in his own interest to provide all relevant information (e.g., on the person, nutritional protocols, and the state of health) truthfully and completely.

§ 4 Protection of property

The client undertakes to use the information materials prepared by the nutrition teacher within the scope of the nutrition training only for his own purposes. The client receives the exclusive and non-transferable right to use them. All documents, images and tables are either personal and cannot be used by third parties or are created individually for the client by the nutrition trainer.

§ 5 Warranty

The nutrition teacher shall endeavour to provide all activities with the greatest care and in compliance with recognised nutritional science findings and principles (e. g. based on the current reference values for nutrient intake of the German Nutrition Society). All recommendations and information forwarded are prepared to the best of the nutrition trainer's knowledge and belief.

The nutrition trainer does not guarantee the effectiveness of her recommendations: the success of the nutritional training is largely beyond her control and depends largely on the cooperation of the client, among other various factors, which is why it cannot be guaranteed.

The training is help for self-help. Despite the greatest care, no guarantee can be given for the correctness and completeness of the information. The nutrition teacher recommends regular blood tests and refers to doctors or alternative practitioners in case of doubt, as she is not licensed to practise medicine.

§ 6 Liability

The offer is aimed at healthy people and is not intended to cure complaints and diseases of any kind. Like any science, medicine, but also its related disciplines are subject to constant development.

Research and clinical experience expand our knowledge, especially regarding the treatment and therapy of complaints and diseases. Insofar as a recommendation or similar is mentioned in the training, the client may trust that the nutrition trainer has taken great care to ensure that this information corresponds to the current state of knowledge. However, no guarantee or liability can be assumed for such. The client acts on his own responsibility.

In the case of an existing illness, the information and recommendations of the nutrition trainer should in no case replace medical advice, diagnose or treatment, as nutrition training is not a therapy. In the event of complaints or illnesses, the client should always consult a specialist doctor, non-medical practitioner, or psychologist/psychotherapist.

Yasemin Kertlioglu, activeplantbased's offer is not intended to cure or alleviate

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diseases or their ailments and does not include individual advice in the event of illness. In the case of disease-related complaints, please contact your doctor, dietician, or alternative practitioner.

§ 7 Jurisdiction

The place of jurisdiction shall be the registered office of the nutrition trainer, Klappholzstraße 24, 6020 Innsbruck, Austria.

§ 8 Final provisions

Amendments and supplements to this contract must be made in writing to be effective. Verbal subsidiary agreements do not exist.

§ 9 Severability clause

Should one of these provisions be invalid, the validity of the remaining provisions shall not be affected. The invalid clause shall be replaced by a provision that comes closest to it in economic and legal terms.

I have read 11. Distinction from nutrition therapy, 12. Conclusion and 13. Contract in its entirety and fully understand, agree, and consent to all points with my signature.

First name, last name

Place and date

Signature