

GentleGourmet – Website Privacy Policy

Effective Date - November 2025

Company: GentleGourmet, LLC (“Company,” “we,” “us,” “our”)

1. Information We Collect

We may collect the following types of information when you visit our website or purchase GentleGourmet products:

- **Personal Information:** Name, email address, phone number, billing/shipping address, and order information.
- **Payment Information:** Processed securely by third-party payment processors. We do not store full credit card numbers.
- **Usage Data:** IP address, browser type, device information, and pages visited.
- **Health-Related Preferences (Optional):** Customers may voluntarily share dietary restrictions or dysphagia-related needs. This information is used only to provide appropriate product recommendations.

2. How We Use Your Information

We use the information collected to:

- Process and fulfill orders
- Improve our products and services
- Communicate updates, promotions, or support messages
- Maintain website functionality and security
- Comply with legal requirements

We do **not** sell or rent personal information to third parties.

3. Cookies & Tracking Technologies

Our website may use cookies, analytics tools, and similar technologies to improve user experience and gather usage statistics. You may disable cookies in your browser settings.

4. How We Share Information

We may share limited information with:

- **Payment processors**
- **Shipping carriers**
- **Service providers** who assist with website hosting or analytics
- **Regulatory or legal authorities**, if required by law

All third parties are required to protect your information.

5. Data Security

We use reasonable administrative, technical, and physical safeguards to protect your information. No system is 100% secure, but we strive to protect your data.

6. Children's Privacy

Our website and products are **not intended for children under 13**, and we do not knowingly collect children's personal information.

7. Your Choices

You may:

- Request access, correction, or deletion of your personal data
- Opt out of marketing emails at any time
- Disable cookies in your browser

8. Changes to This Policy

We may update this Privacy Policy from time to time. Changes will be posted on this page with an updated effective date.

9. Contact Us

Email

4238 Wilson Blvd., 3110, Arlington, VA 22203 | 703-433-1909

GentleGourmet – Hold Harmless & Indemnity Agreement

The GentleGourmet product line consists of smooth-textured food designed for individuals with dysphagia. Consumption needs vary widely, and GentleGourmet, LLC is not a medical provider. By using this website and/or purchasing GentleGourmet products, you (“Customer”) agree to the following terms:

1. Not a Medical Product or Service

GentleGourmet products are **not intended to diagnose, treat, cure, or prevent any disease**. Customers should consult a physician, speech-language pathologist, or licensed clinician for dysphagia management guidance.

2. Assumption of Risk

The Customer acknowledges that:

- Dysphagia carries risks related to choking, aspiration, and other complications.
- Individuals may have varying swallowing abilities, food tolerances, and texture requirements.
- Customer is responsible for verifying whether GentleGourmet products are appropriate for their specific medical needs.

3. Hold Harmless

To the fullest extent permitted by law, the Customer agrees to **hold harmless, release, and discharge GentleGourmet, LLC, its owners, employees, chefs, contractors, and affiliates** from any liability arising from:

- Use or misuse of GentleGourmet products
- Allergic reactions
- Medical complications related to dysphagia
- Incorrect preparation or storage of products

- Any reliance on non-medical information provided on the website

4. Indemnification

The Customer agrees to indemnify and defend GentleGourmet, LLC against any claims, damages, losses, or expenses (including attorney fees) arising from:

- Customer's use of the products
- Customer's failure to follow recommended instructions
- Misrepresentations or unauthorized distribution of the products
- Use of products by individuals for whom the product is not medically appropriate

5. No Guarantees

GentleGourmet makes no guarantees about outcomes, suitability, or medical safety of the products for any specific individual.

6. Product Preparation & Storage

Customer agrees to:

- Follow all handling, heating, storage, and expiration guidelines
- Use products only as directed

Improper handling voids any implied warranties.

7. Governing Law

This agreement shall be governed by the laws of the **Commonwealth of Virginia**.

8. Acceptance of Terms

By purchasing, consuming, or distributing GentleGourmet products, or by using the GentleGourmet website, the Customer acknowledges and accepts this Hold Harmless & Indemnity Agreement.