

## **Website Terms and Conditions**

### **Balanced & Renewed You Wellness Coaching**

Balanced & Renewed You Wellness Coaching's website, [www.balancedandrenewedyou.com](http://www.balancedandrenewedyou.com) and any mobile application or platform connected or associated with the website, and any information stored within as well as any products and services offered through any of the above (collectively, "website"), are owned and operated by Balanced & Renewed You Wellness Coaching, a Maryland LLC (the "Company," "We," "Us," or "Our").

Our website provides information on how a health and wellness coach can help support and guide women diagnosed with an autoimmune disease who want to overcome trauma brought forth from symptoms, a lack of support, and loneliness shift their perspective and build resiliency to cope with stress, overcome adversity and trauma from having a disease to a user of the website ("You," "Your" or "Customer"). Your access to Our website is subject to Your acceptance and agreement to all the terms and conditions below. Please read this Terms and Conditions Agreement ("Agreement") carefully before accessing or using Our website. By accessing or using Our website, You agree to be bound by the terms and conditions below, which are intended to be fully effective and binding upon Us, You, and all Customers as a legal agreement. We may modify this Agreement at any time, and such modifications shall be effective immediately upon posting the modified Agreement. You agree to review the Agreement periodically for such modifications. By accessing or using Our website, You accept the current and effective Agreement, at the time You access or use Our website. If You do not agree to be bound by the terms and conditions, do not use Our website or any material or service provided by Us.

#### **Acceptance**

This Agreement between You and Us states the terms and conditions under which You may access and use Our website and all written and other information and materials displayed, linked to, or otherwise made available through Our website, including, without limitation, text, pictures, graphics, logos, illustrations, audio clips, video clips, computer software and code, as well as information electronically submitted to Us via Our website (collectively, the "website content"). Your access to and continued use of Our website constitutes Your agreement to be bound by this Agreement. If You do not accept these terms and conditions, You cannot access Our website.

When You visit Our website, send phone messages, or email Us You are communicating with Us electronically. As such, You consent to receive communications from Us electronically. We may communicate with You by telephone, email, or by posting notices on Our website or social media platforms. You agree that all agreements, notices, disclosures, and other communications that We provide to You

electronically (including by posting on Our website) satisfy any legal requirement that such communications be in writing. You further agree that any notices provided by Us electronically are deemed to be given and received on the date We transmit any such electronic communication as described in this Agreement.

In addition, to use the website content, You agree to comply with this Agreement and Our Privacy Policy.

### **Customer Privacy**

We understand the importance of maintaining the privacy of Your personal information. Please review Our Privacy Policy carefully. This describes how Your personal information may be used and disclosed.

### **Customer Account**

You are not obligated to register with Us to access and use Our website. However, certain services of Our website are available only to registered users or other persons affiliated with Us, who have been granted accounts (“Customer Accounts”) with usernames and passwords. You represent and warrant that all required registration information You submit regarding Your Customer Account is truthful and accurate, and that You will maintain the accuracy of such information (including email). You may delete Your Customer Account at any time, for any reason, by following the instructions on Our website. We may suspend or terminate Your Customer Account in accordance with this Agreement. You are responsible for maintaining the confidentiality of Your Customer Account login information and are fully responsible for all activities that occur under Your Customer Account. You agree to immediately notify Us of any unauthorized use, or suspected unauthorized use of Your Customer Account or any other breach of security. We are not liable for any loss or damage arising from Your failure to comply with the above requirements regarding Your Customer Account. We may, in Our sole discretion, refuse to accept Your registration to Our website, due to noncompliance with any Customer eligibility requirement.

### **Your Use of Website and Website Content**

You agree that Your access and use of Our website and website content will not contravene Our policies, guidelines, rules, this Agreement, will not contain libelous or otherwise unlawful, threatening, abusive or obscene material, contain any computer virus or other malware that could in any way affect the operation of Our website, or attempt to gain unauthorized access to any user, Customer Accounts, computer systems, or networks. You may not use a false email address, pretend to be someone else, engage in unauthorized use of a credit card, or otherwise mislead Us or any third-party. You also agree that Your access and use of Our website and website content will not violate any right of any third-party, including copyright, trademark, privacy, or other personal or proprietary right. You are solely responsible for Your access and use of Our

website and website content. We are not responsible and assume no liability for Your access and use of Our website and website content.

### **Your Materials and Contributions**

By submitting a comment, photo, video, or other material(s) onto Our website, including but not limited to third-party access sites, You agree that We have a right to publish this information on Our website unless You state that We may not do so with Your submission.

### **Disclaimer**

**Nature of Content:** The website content is educational and informational in nature and is provided only as general information and is not a medical, therapeutic, psychological, or professional advice, opinion, diagnosis, treatment, or guarantee. Our website is not intended to create and does not constitute any professional relationship between Us and You and does not create any doctor-patient or any other professional or medical relationship between You and Us. Our website is not intended to solicit patients; and should not be relied upon as medical, psychological, therapeutic, or other professional advice of any kind or nature. Even if those providing information via Our website display professional licensure or other credentials, they are limited to providing information and education, and are not providing any clinical service via Our website. The information provided through Our website should not be used for diagnosing or treating a health problem or disease.

**Company Is Not a Medical Provider and Does Not Provide Medical Advice:** Any and all content stated or posted on Our website or available through any service or product is not intended to be, and must not be taken to be, the practice of medicine, therapy, or psychology or the provision of medical, therapeutic, or psychological/mental health care or any other professional healthcare. The information provided on Our website is not a substitute for medical diagnosis, advice, opinion, interpretation, or treatment, or other professional healthcare. If You have or suspect You may require medical assistance, You should consult Your medical doctor, therapist, psychologist, or appropriate healthcare provider. Never disregard or delay medical advice received from Your licensed healthcare provider based on information on Our website. Always consult Your physician, psychologist, dietician, therapist, or licensed healthcare provider before seeking any new treatment, or before You alter, suspend, or initiate any change in Your medical or psychological treatment, medication or supplement, routine, or procedure.

**Testimonials and Endorsements:** We post testimonials for informational purposes only. Any information that could be regarded as a testimonial or endorsement on Our website does not constitute a guarantee, warranty, or prediction by Us regarding the outcome of any past, ongoing, or future conversation or interaction with You. Any previous results referenced on Our website are illustrative of concepts only and should not be considered promises for actual or future performance. Statements and testimonials have not been evaluated by the Food and Drug Administration. Our website

and services are not intended to diagnose, treat, cure, or prevent any disease, or guarantee any results.

**No Guarantee or Warranty:** We do not make any express or implied warranties, representations, or endorsements whatsoever (including without limitation warranties of title or non-infringement, or the implied warranties of merchantability or fitness for a particular purpose) regarding Our website, any merchandise, information, website content, or service provided through Our website. Except as otherwise expressly specified, We do not warrant the accuracy, completeness or correctness, timeliness, or usefulness of any website content, services, merchandise, or information provided through Our website or on the internet, generally.

### **Limitation of Liability**

In no event will We be liable to You or anyone else for any decision made or action taken by You or anyone else in reliance upon the information provided through Our website or Your use and access to Our website and website contents or through links to any third-party.

Your sole and exclusive remedy for dissatisfaction of Our website is to stop using Our website.

### **Assumption of Risks; Indemnification**

You understand, acknowledge, and freely assume all risks, including physical, psychological and emotional risks (whether or not foreseeable to Us or You), relating to Your access to and activities with respect to Our website and website content, or relating to any activity, information, or service, provided by Us or any of Our agents. You assume personal responsibility for any injury or harm of any kind (including, but not limited to, physical, psychological or emotional injuries), illness, damage, loss, claim, liability or expense, of any kind or nature, that Your person or property may suffer arising out of or in connection with the use of Our website or website content.

By viewing Our website You agree to fully release, indemnify, and hold harmless, including costs and attorneys' fees, Us from any claim or liability whatsoever and for any damage or injury, personal, financial, emotional, psychological or otherwise, arising at any time out of or in relation to Your use of Our website and the website contents and/or Your breach of any representation, warranty, or other provision of this Agreement.

### **Intellectual Property**

**Copyright:** Except as otherwise expressly stated, all website content is Our copyrighted work or Our thirdparty content supplier's and is protected by U.S. and international copyright laws. The compilation (meaning the collection, arrangement, and assembly) of all website content is also Our exclusive property and is protected by U.S. and international copyright laws.

You may download information from Our website and print out a hard copy for Your personal use provided that You keep intact and do not remove or alter any copyright or other notice (e.g., trademark, patent, etc.) contained in the information. Except as otherwise expressly stated, You may not modify, copy, distribute, display, reproduce, sell, license, or create derivative works from any information or website content, in whole or in part, including any text, images, audio, and video in any manner, without Our prior written authorization or any applicable third-party supplier. Any unauthorized use of text or images may violate copyright laws, trademark, the laws of privacy and publicity, and applicable regulations and statutes. Any unauthorized use terminates the permission or license granted to You by Us to use Our website.

We do not warrant or represent that Your use of website content or any other materials displayed on Our website will not infringe rights of any third-party. Your use of any of the website content beyond the scope of personal use may require a license from the owner of the rights to the data. We are not responsible for any claims of ownership rights to any images or data against You.

**Trademarks and Service Marks:** You agree that You will not use any such trademarks, service marks, trade dress, or other logos from Our website without Our prior written authorization.

### **Third-Party Content**

**No Statement as to Accuracy:** We have no editorial control or responsibility over the content included in Our website provided by a third-party. Therefore, any opinions, statements, products, services, or other information expressed or made available by a third-party or Customers on Our website are those of such third-party or Customers, respectively. We do not represent or endorse the accuracy or reliability of any opinion, statement or other information provided by any other Customer or third-party.

**Links to Third-Party Websites:** Our website may contain hyperlinks to other sites owned and operated by a third-party. Such hyperlinks are provided only for ready reference and ease of use. We do not control such websites and cannot be held responsible or liable for their content or accuracy and do not endorse these websites unless We specifically state. We accept no liability for any information, products, promotions, advertisements, or services accessible through these third-party websites or for any action You may take, or damages caused or alleged, because of linking to any such website. Your reliance on such information is solely at Your own risk. We are not responsible for the privacy practices of any other websites. We reserve the right to terminate a link with any website that We deem is inappropriate or inconsistent with Our website or this Agreement.

### **Termination**

**Right to Termination:** We reserve the right to take appropriate lawful action in response to actual or suspected violations of Your use of Our website and website

content or this Agreement, including, without limitation, the suspension and termination of Your access and/or Customer Account, which may involve deletion of any content You have uploaded in connection with Your Customer Account. We will not have any liability whatsoever to You for any termination of Your rights under this Agreement, including for termination of Your Customer Account or deletion of any content You uploaded to Our website.

We may cooperate with legal authorities and/or any third-party in the investigation of any suspected or alleged crime or civil wrong. Except as may be expressly limited by Our Privacy Policy, We reserve the right to disclose information necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Our sole discretion. Further, **We reserve the right to, without notice, for any or no reason, refuse service or access to Our website to anyone, to modify and discontinue any portion or all of the same, and to restrict, suspend and terminate Customers' access or Customer Accounts.** You agree that We will not be liable to You or to any third-party for any modification, suspension, or discontinuation of Our website or any part or service thereof.

**Right to Monitor:** We have the right, but not the obligation, to monitor general use of Our website or exercise editorial control over the content of any third-party's website, e-mail transmission, or other material created or accessible over or through Our website.

### **Miscellaneous Terms**

**Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, communications, and writings, whether written or oral, between the Parties. The terms and conditions of this Agreement may only be amended by mutual written agreement of the Parties. No other modification, amendment or addition to this Agreement will be valid or enforceable unless in writing and signed by the Parties.

**Headings:** The headings in this Agreement are for convenience of reference only, and under no circumstance should they be construed as being a substantive part of this Agreement nor shall they limit or otherwise affect the meaning thereof.

**Severability:** If any provision of this Agreement is held invalid or unenforceable, the remaining provisions and paragraphs shall continue in full force and effect and shall be binding on the Parties.

**No Assignment:** You shall not assign any rights, or delegate or subcontract any obligations, under this Agreement without Our prior written consent. Any assignment in violation of the above shall be deemed null and void. We may freely assign Our rights and obligations under this Agreement at any time. Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding on, and be enforceable against each of the Parties and their respective successors and assigns.

**No Waiver:** The waiver by either You or Us of a breach or violation of any provision in this Agreement shall not operate or be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provisions, rights, or privileges. Failure to insist upon full performance of the obligations or failure to exercise rights under this Agreement shall not constitute a waiver as to future defaults or exercise of rights.

**Governing Law:** This Agreement shall be governed, construed, and enforced in accordance with the substantive laws of the State of Maryland, without regard to its choice of law provisions.

**Arbitration:** Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in Frederick County Maryland, before one (1) arbitrator. The arbitration shall be administered by AHLA Alternative Dispute Resolution Service Rules of Procedure for Arbitration, in Frederick County Maryland. Judgment on the award may be entered in any court having jurisdiction. This provision shall not preclude either You or Us from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator may, in the award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator. You agree to submit any claims arising out of this Agreement to binding arbitration, and this dispute resolution provision constitutes a waiver of Your right to a jury trial. HOWEVER, prior to the Parties initiating Arbitration the Parties agree to attempt mediation of the dispute with a mutually agreeable trained mediator in Frederick County Maryland. "Trained mediator" means a professional with actual training and experience in the field of Mediation and/or dispute resolution.

**Survival:** Notwithstanding any provision in this Agreement to the contrary, the following provisions shall survive termination or expiration of the Agreement: Disclaimer; Limitation of Liability; Assumption of Risks; Indemnification; Intellectual Property; Third-Party Content; Miscellaneous Terms.

Contact Us: If You have any questions or concerns about this Agreement, please email us at [info@balancedandrenewedyou.com](mailto:info@balancedandrenewedyou.com). We will attempt to respond to Your questions or concerns promptly.