

## TERMS AND CONDITIONS

Effective/Updated as of: February 8, 2025

Site(s) Covered: <https://www.resetwellnesscenter.org/>

Please read these Terms of Use (“Terms”) carefully before purchasing, accessing or using any of our Programs, Products, and Services.

**THE AGREEMENT:** The use of this website and services on this website provided by **Synty Wellness, LLC doing business as Reset Wellness Center** (hereinafter referred to as “Company”, “we”, or “us”) are subject to the following Terms and Conditions (hereinafter the “Agreement”), all parts and sub- parts of which are specifically incorporated by reference here. This Agreement shall govern the use of all pages on this website (hereinafter collectively referred to as “Website”) and any services provided by or on this Website (“Services”). The Programs, Products, and Services, Memberships, and Content Materials are owned and operated by Company.

These Terms apply to the aforementioned **Site(s) Covered** and to any other websites operated or controlled by **Synty Wellness, LLC** (collectively, the “Site”). Some websites and content operated or controlled by the Company may be subject to different or additional terms. By accessing such additional websites or content, you agree to be bound by any additional terms that govern use of each such website or content. The terms “user,” “you,” and “your” refer to site visitors, customers, and any other users of the site.

Please read these Terms carefully as they contain important information regarding your legal rights, remedies and obligations with respect to your use of the Site, including but not limited to various limitations, exclusions, and indemnities.

This Agreement states how you may use our Programs, Products and Services, Memberships, or Content Materials, and their content. Please read these Terms of Use carefully. We reserve the right to change these Terms of Use from time to time. By using any of our Programs, Products, and Services you are agreeing to the Terms of Use as they appear and are legally bound by them, whether or not you have read them. If at any time you do not agree with these Terms of Use, please do not use our Programs, Products, and Services.

These Terms of Use require the use of arbitration on an individual basis to resolve disputes, rather than jury trials, and limit the remedies available to you in the event of a dispute. You fully understand and agree that by enrolling in, purchasing, and/or using any of our Programs, Products, Services, and Content Materials that you are waiving certain legal rights and you are voluntarily agreeing to do so.

### 1. DEFINITIONS

The parties referred to in this Agreement shall be defined as follows:

- a) Company, Us. We: The Company, as the creator, operator, and publisher of the Website, makes the Website, and the Services on it, available to users. Us, We, Our, Ours and other first-person pronouns will refer to the Company, as well as all employees and affiliates of the Company

- b) You, the User, the Client: You, as the user of the Website, will be referred to throughout this Agreement with second-person pronouns such as You, Your, Yours, or as User or Client.
- c) Parties: Collectively, the parties to this Agreement (the Company and You) will be referred to as Parties.

## **2. ASSENT & ACCEPTANCE**

By using the Website, you warrant that you have read and reviewed this Agreement and that You agree to be bound by it. If you do not agree to be bound by this Agreement, please leave the Website immediately. The Company only agrees to provide use of this Website and Services to You if You assent to this Agreement.

## **3. AGE RESTRICTION**

You must be at least eighteen (18) years of age to use this Website or any Services contained herein. By using this Website, you represent and warrant that you are at least 18 years of age and may legally agree to this Agreement. The Company assumes no responsibility or liability for any misrepresentation of your age.

## **4. LICENSE TO USE WEBSITE**

By purchasing or using any of our, Programs, Products or Services, you agree to abide by these Terms of Use as well as our Disclaimer, Terms and Conditions and Privacy Policy, and any other terms and conditions that may apply, and are you are required to act in accordance with them. Accessing, purchasing or using our Programs, Products, Services, Memberships, and Content Materials, in any manner constitutes use of the Programs, Products, Services, Memberships and Content Materials, and your agreement to be bound by these Terms of Use.

**Our Limited License to You.** Our Programs, Products, and Services and all the Content Materials are our property and/or our affiliates or licensors, and are protected by copyright, trademark, and other intellectual property laws.

The content in our Programs, Products, and Services is solely owned by or licensed to us, unless otherwise indicated. This content includes, but is not limited to, the design, layout, look, appearance, graphics of our Content Materials or any other material or aspects of materials provided by us to you. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these Terms of Use. If you purchase or access any of our Content Materials through our Programs, Products, or Services, you will be considered our Licensee. For the avoidance of doubt, all content obtained through us is our property, and you are granted a revocable, non-transferable license for personal, non-commercial use only, limited to you only. This means that you may not use our Programs, Products, Services, Memberships and Content Materials in a manner that constitutes an infringement of our rights or in a manner that has not been authorized by us.

You are being granted a limited license to use our Programs, Products, Services, Memberships, and Content Materials with permission and restrictions. This means that when you purchase a Program, Product or Service from our Website or otherwise, you are purchasing the limited right to use the Content Materials in the form that is provided by us to you with certain conditions as specified in these Terms of Use.

You are permitted to use our Programs, Products, Services, and Program Materials as follows:

- You may download and/or print Content Materials for your own personal use.
- However, you are not permitted to share, sell, reprint or republish any other of our Content Materials, including handouts, for resale or mass reproduction purposes for your own use unless otherwise granted permission by the Company.

## 5. USER OBLIGATIONS

**Information You Are Prohibited from Sharing with Others.** As a Licensee, you understand and acknowledge that our Programs, Products, Services, and Content Materials have been created, developed, or obtained by us through the investment of significant time, effort, and expense and that this information is a valuable, special, and unique asset of ours which needs to be protected from improper and/or unauthorized use.

When you enroll in or purchase our Programs, Products or Services, you agree that you are clearly and expressly prohibited from doing the following:

- You will not copy, share or steal our Programs, Products, Services, Memberships and Content Materials, or any parts of them.
- You will not in any way use, copy, adapt or represent any of our Programs, Products, Services, Memberships and Content Materials in any way as if they are yours or created by you.
- You will not engage in improper and/or unauthorized use of our Programs, Products, Services and Content Materials. Improper and unauthorized use includes but is not limited to modifying, copying, reproducing, republishing, uploading, posting, transmitting, translating, selling, creating derivative works, exploiting, or distributing in any manner or medium (including by email or other electronic means) any Content Materials or any other information accessed or purchased through our Programs, Products or Services, or any other communications provided by us for your own personal use, business/commercial use or in any way that earns you money.
- You will not duplicate, share, trade, sell, or otherwise distribute our Programs, Products, Services, Memberships and Content Materials to any other person, for their personal use, business/commercial use or in any way that earns them money, whether it was known to you or not at the time that you shared the information that their intention was to use the Content Materials for their own personal use or business/commercial use. This means you cannot share or sell any part of our Programs, Products, and Services or Content Materials to someone else so they can copy and/or use them for their own personal use, business/commercial use or in any way that earns them money. You are the only one granted a limited license to use our Program, Product, Service and Content Materials.

- You will not violate our intellectual property rights, including copyright and trademark rights. Downloading, printing, or otherwise using our Programs, Products, Services, Memberships and Content Materials for your own training purposes in no way gives you any copyright, trademark, intellectual property or ownership rights of our Program, Product, Service or Content Materials.
- You will not reprint or republish any part of our Programs, Products, Services, Memberships and Content Materials for publication or compilation into your own products, programs, services or Content Materials for your own personal use or business/commercial use or in any way that earns you money.
- You will not use our Programs, Products, Services, Memberships and Content Materials in a manner that constitutes an infringement of our rights or in a manner that has not been authorized by us through our prior written consent.
- You may not engage in improper and/or unauthorized use of our Content Materials or any other information related to our Programs, Products, or Services. Unless otherwise explicitly authorized in these Terms of Use, improper and/or unauthorized use includes but is not limited to modifying, copying, reproducing, republishing, uploading, posting, transmitting, translating, selling, creating derivative works, exploiting, or distributing in any manner or medium (including by email or other electronic means) for commercial use, to any other person in a way that earns them money, any Content Materials or any other information accessed or purchased through our Programs, Products, or Services or any other communications provided by us to you promoting or relating to the Programs, Products or Services.
- You understand and agree that engaging in the prohibited use or the improper and/or unauthorized use of our Programs, Products, or Services or Content Materials as set forth in these Terms of Use is considered theft and stealing and we retain the right to prosecute theft to the full extent of the law.
- You agree and understand that prohibited use, improper and/or unauthorized use may give rise to a civil claim for damages and/or be a criminal offense.

**Limitations on Linking and Framing.** You may establish a hypertext link to our Website or Content so long as the link does not state or imply any sponsorship, endorsement by, or ownership by in our Website or Content and does not state or imply that we have sponsored, endorsed or have ownership rights in your website. However, you may not frame or inline link our Content without our written permission.

## 6. ACCEPTABLE USE

By posting or submitting any material on or through our Programs, Products, Services, Memberships and Content Materials, such as comments, posts, photos, images or videos or other contributions, you are representing that you are the owner of all such materials and you are at least eighteen (18) years old.

When you submit to us or post any comment, photo, image, video or any other submission for use on or through our Website, you are granting us, and anyone authorized by us, an unlimited, royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide license to use, copy, modify, transmit, sell, exploit, create derivative works from, distribute, and/or publicly perform or display such contributions, in whole or in part, in any manner or medium, now known or developed in the future, for any purpose, and granting us the right to make it part of our current or future Programs, Products, Services and/or Content Materials. This right includes granting us use or exploitation of proprietary rights or intellectual property rights like copyright, trademark, service mark, trade secrets, patent rights or any other of your intellectual property rights under any relevant jurisdiction without any further permission from you or compensation by us to you.

You also grant us, and anyone authorized by us, the right to identify you as the author of any of your comments, posts, photos, images, videos or other contributions by name, email address, or screen name. You acknowledge that we have the right but not the obligation to use and display any contributions from you of any kind and that we may elect to cease the use and display of any such contributions on our Programs, Products, Services and/or Content Materials at any time for any reason whatsoever.

**User Conduct.** You are agreeing that you will not use our Programs, Products, Services, Memberships and Content Materials in any way that causes or is likely to cause the Programs, Products, Services, Memberships and Content Materials, or access to them either to be interrupted, damaged or impaired in any way. You understand that you are solely responsible for all electronic communications and content sent from your computer to this Website and its Content and to us.

You must use the Programs, Products, Services, Memberships and Content Materials for lawful purposes only. You agree that you will not use our Programs, Products, Services, Memberships and Content Materials in any of the following ways:

- For fraudulent purposes or in connection with a criminal offense or otherwise carry out any unlawful activity;
  - To send, use or re-use any material that is illegal, offensive, abusive, indecent, harmful, defamatory, obscene or menacing, threatening, objectionable, invasive of privacy, in breach of confidence, infringing of any intellectual property rights, or that may otherwise injure others;
  - To send, negatively impact, or infect our Programs, Products, Services, Memberships and Content Materials with software viruses or any other harmful or similar computer code designed to adversely affect the operation of any computer software or hardware, commercial solicitation, chain letters, mass mailings or any spam, whether intended or not;
  - To cause annoyance, inconvenience or needless anxiety;
  - To impersonate any third party or otherwise mislead as to the origin of your contributions;
- or

- To reproduce, duplicate, copy or resell any part of our Programs, Products, Services, Memberships and Content Materials in a way that is not in compliance with these Terms of Use or any other agreement with us.

## 7. INTELLECTUAL PROPERTY

You agree that the Website and all Services provided by the company are the property of the Company, including any trademarks, copyrights, trade secrets, patents, taglines, logos, and other intellectual property (“Company IP”). You agree that the Company owns all right, title and interest in and to the Company IP and that You will not use the Company IP for any unlawful or infringing purpose. You agree not to reproduce or distribute the Company IP in any way, including electronically or via registration of any new trademarks, trade names, service marks or Uniform Resource Locators (URLs), without express written permission from the Company. All intellectual property reproduced in this Website, which are not the property of, or licensed to us, shall be acknowledged on the Website. Any use including framing, meta tags or other text utilizing these intellectual property, or other intellectual property displayed, is strictly prohibited without our express written consent, or permission granted herein. In order to make the Website and Services available to You, You hereby grant the Company a royalty-free, non-exclusive, worldwide license to copy, display, use, broadcast, transmit and make derivative works of any content You publish, upload, or otherwise make available to the Website (“Your Content”). The Company claims no further proprietary rights in Your Content.

If you feel that any of Your intellectual property rights have been infringed or otherwise violated by the posting of information or media by another of Our users, please contact Us and let Us know.

For those trademarks, taglines, and logos for which you are granted permission to use, the trademark indicia must be included at all times. Any marketing or promotional tools and/or Programs, Product or Service titles or any other title or information of ours bearing the trademark symbols (™) or (®) may not be used by you for any reason without our express written permission.

All rights not expressly granted in these terms or any express written license, are reserved by us.

**Request for Permission to Use Content.** Any request for written permission to use our Programs, Products, Services, Memberships and Content Materials, in whole or in part, or any other intellectual property or property belonging to us (“Content”), should be made BEFORE you wish to use it by completing the “Contact Us” form on this Website, or by sending an e-mail to [info@resetwell.org](mailto:info@resetwell.org)

We very clearly state that you may not use our Programs, Products, Services, Memberships and Content Materials, in whole or in part, in any way that is contrary to these Terms of Use unless we have given you specific written permission to do so.

If you are granted permission by us, you agree to use the specific Content that we allow and ONLY in the ways for which we have given you our written permission. If you choose to use the content in ways that we do not specifically give you written permission, you agree now that you will be treated as if you had copied, duplicated and/or stolen such Content from us, and you consent to immediately stop using such Content and to take whatever actions as we may request and by the methods and in the time frame that we prescribe to protect our intellectual property and ownership rights in our Programs, Products, Services, Memberships and Content Materials.

## 8. SECURITY

When you apply for, enroll in, purchase or use our Programs, Products, Services, Memberships, or Content Materials we may seek and collect personal data and information including but not limited to your name, e-mail address, phone number, billing information, credit card or payment information, demographic information, preferences, interests, or other personally-identifying information (“Confidential Information”).

By providing such Confidential Information to us, you grant us permission to use and store such Confidential Information. We, in turn, will use our best efforts to keep your Confidential Information safe, secure and confidential. We take precautions to protect such Confidential Information. When you submit Confidential Information via our Program, Product, Service or Content Materials, we take measures to protect the security of your Confidential Information both online and offline.

However, due to the nature of the Internet, we cannot completely ensure or warrant the security of your Confidential Information or of any other data or information transmitted to us or through our services; therefore, submitting Confidential Information, data or other information is done at your own risk.

We have security measures in place to prevent the loss, misuse, and alteration of the information that is obtained from you, but we make no assurances about our ability to prevent any such loss, misuse, to you or to any third party arising out of any such loss, misuse, or alteration.

## 9. DATA STORAGE

All data and Confidential Information are stored through a data management system. This data and Confidential Information can only be accessed by those who help manage that information in order to deliver e-mail or otherwise contact those who would like to receive our correspondence. You agree and acknowledge that we, including but not limited to our team, staff and affiliates, and those who manage the data management system may have access to your Confidential Information. The Company does not accept responsibility for the security of your account or content. You agree that your use of the Website or Services is at your own risk.

**Privacy and Disclosure.** All Confidential Information will be held in confidentiality and will not be disclosed to third parties, except that we may disclose Confidential Information and personally identifiable information: (1) pursuant to the terms of these Terms of Use and Privacy Policy and our Disclaimer, (2) if we are required to do so by law, (3) in the good-faith belief that such action is necessary to conform to the law, (4) to comply with any legal process

served on either us or our partners, sponsors, investors, or affiliates, (5) to protect and defend our rights or property or those of our users or purchasers, and/or (6) to act as immediately necessary in order to protect the personal safety of our users, purchasers, or the public. We will not sell, distribute or lease your Confidential Information to third parties unless we have your permission or are required by law to do so.

**Viewing by Others.** Note that whenever you make your Confidential Information or Other Information available for viewing by others such as through our Programs, Products, Services, Memberships, or Content Materials, our Website or social media, the Confidential Information or Other Information that you share also can be seen, collected and used by others, and therefore, we cannot be responsible for any unauthorized use by others of such Confidential Information or Other Information that you voluntarily share online or in any other manner.

## 10. COOKIES POLICY

We may use the standard “cookies” feature of major web browsers. We do not set any Confidential Information in cookies, nor do we employ any data-capture mechanisms on our Website other than cookies. You may choose to disable cookies through your own web browser’s settings. However, disabling this function may diminish your experience on the Website and some features of our Programs, Products, Services, Memberships and Content Materials may not work as intended. We have no access to or control over any information collected by other individuals, companies or entities whose website or materials may be linked to our Programs, Products, Services, Memberships and Content Materials.

**Passwords.** To use certain features of our Programs, Products, Services, Memberships, or Content Materials, you may be issued a group username and password or a unique individual username and password, which you will receive through your registration and/or purchase process. You may be able to change the username and/or password of your choosing. You are responsible for maintaining the confidentiality of the password and account and are responsible for all activities (whether by you or by others) that occur under your password or account. You are not permitted to share your username and/or password with anyone. If we learn you have shared your username and/or password with another person, we reserve the right to immediately terminate your access to the Programs, Products, Services, Memberships, Content Materials, Website, private forums, Facebook groups or any other related communications. It is your responsibility to protect your own password from disclosure to others.

We cannot and will not be liable for any loss or damage arising from your failure to protect your password or account information. You are responsible for activities that take place using your password(s) and within your account. If you share your password(s) with anyone, they may be able to obtain access to your personal information at your own risk. You agree to notify us immediately of any unauthorized use of your password or account or any other breach of security, and to ensure that you exit from your account at the end of each session. By using our Programs, Products, and Services, you agree to enter true and accurate information as part of the registration, purchase process and otherwise. If you enter a false email address, we have the right to immediately deactivate your account. We will use our best efforts to keep your password(s) private and will not otherwise share your password(s) without your consent, except as necessary when the law requires it or in the good faith belief that such action is necessary, particularly when disclosure is necessary to identify, contact or bring legal action against

someone who may be causing injury to others or interfering with our rights or property.

## **11. SPAM POLICY**

You are strictly prohibited from using the Website or any of the Company's Services for illegal spam activities, including gathering email addresses and personal information from others or sending any mass commercial emails.

## **12. THIRD-PARTY LINKS**

We may provide links and pointers to other websites maintained by third parties that may take you outside of our Programs, Products, Services, Memberships, or Content Materials. These links are provided for your convenience and the inclusion of any link in our Programs, Products, Services, Memberships and Content Materials to any other website does not imply our endorsement, sponsorship, or approval of that website or its owner. We do not endorse, and we are not responsible for the views, opinions, facts, advice, or statements provided by external resources referenced in our Website or its Content, or their accuracy or reliability. We assume no responsibility for errors or omissions caused by other websites that may be included in our Programs, Products, Services, Memberships, or Content Materials. We have no control over the contents or functionality of those websites and so we accept no responsibility for any loss, damage, or otherwise, that may arise from your use of them and therefore we do not guarantee the accuracy, completeness, or usefulness of any other website or their content. It is your responsibility to review the terms and conditions and privacy policies of those linked websites to confirm that you understand and agree with those policies.

By purchasing and/or using our Programs, Products, Services, Memberships and Content Materials in any way or for any reason, you also implicitly agree to our full Disclaimer which may be found on our Website.

## **13. AFFILIATE MARKETING & ADVERTISING**

The Company, through the Website and Services, may engage in affiliate marketing whereby the Company receives a commission on or percentage of the sale of goods or services on or through the Website. The Company may also accept advertising and sponsorships from commercial businesses or receive other forms of advertising compensation. This disclosure is intended to comply with the US Federal Trade Commission Rules on marketing and advertising, as well as any other legal requirements which may apply.

## **14. ASSUMPTION OF RISK**

As a Licensee, you agree that you are using your own judgment in using our Programs, Products, Services, Memberships, and Content Materials and you agree that you are doing so at your own risk. Our Programs, Products, Services and Content Materials are for informational, entertainment and educational purposes only. You agree and understand that you assume all risks and no results are guaranteed in any way related to our Programs, Products, Services and Content Materials. Our Programs, Products, Services and Content Materials are merely to provide you with education and tools to help you make your own decisions for yourself. You are solely responsible for your actions, decisions and results based on the use, misuse or non-use of our Programs, Products,

Services and Content Materials.

We take every precaution to protect our Programs, Products, Services and Content Materials. However, due to the nature of the Internet, we cannot completely ensure or warrant the security of the Programs, Products, Services and Content Materials or the contributions or information transmitted to us on or through our Website or our Programs, Products, Services and Content Materials. Submitting contributions or information on this Website or through our Programs, Products, Services and Content Materials is done entirely at your own risk. We make no assurances about our ability to prevent any such loss or damage to you or to any other person, company or entity arising out of use of our Programs, Products, Services and Content Materials and you agree that you are assuming such risks.

## **15. SALES**

If paying by debit card, or credit card, you give us permission to automatically charge your credit or debit card as payment for your Program, Product, or Service without any additional authorization, for which you will receive an electronic receipt. In the event that payment is not received by the due date, you will have a three (3) day grace period to make the payment otherwise the Program, Product or Services will not continue, and we reserve the right to cease your access immediately and permanently. If you fail to make payment in a timely manner in accordance with these Terms of Use or voluntarily decide to withdraw from our Programs, Products or Services at any time or for any reason whatsoever, you still will remain fully responsible for the full cost of the Programs, Products, and/or Services.

All information obtained during your purchase or transaction for our Programs, Products, and Services and all of the information that you give as part of the transaction, such as your name, address, method of payment, credit card number, and billing information, may be collected by both us and by a payment processor, such as, Paypal. You agree to only purchase goods or services for yourself or for another person for whom you are legally permitted to do so or for whom you have obtained the express consent to provide their name, address, method of payment, credit card number, and billing information.

You agree to be financially responsible for all purchases made by you or someone acting on your behalf. You agree to use our Programs, Products, Services, and Content Materials for legitimate, non-commercial purposes only and not for speculative, false, fraudulent, or illegal purposes.

Since we have a clear and explicit Refund Policy in these Terms of Use that you have agreed to prior to completing the purchase of any of our Programs, Products, or Services, we do not tolerate or accept any type of chargeback threat or actual chargeback from your credit card company. In the event that a chargeback is placed on a purchase or we receive a chargeback threat during or after your purchase, we reserve the right to report the incident to all three credit reporting agencies or to any other entity for inclusion in any chargeback database or for listing as a delinquent account which could have a negative impact on your credit report score. The information reported will include your name, email address, order date, order amount, and billing address. Chargeback abusers wishing to be removed from the database shall make the payment for the amount of the chargeback.

If you make a purchase from one of our affiliates, or any other individual or company through a

link provided on or through our Programs, Products or Services (“Merchant”), all information obtained during your purchase or transaction and all of the information that you give as part of the transaction, such as your credit card number and contact information, may be collected by the merchant and their payment processing company as well. Your participation, correspondence or business dealings with any affiliate, individual or company on or through our Programs, Products or Services, and all purchase terms, conditions, representations or warranties associated with payment, refunds, and/or delivery related to your purchase, are solely between you and the Merchant. You agree that we shall not be responsible or liable for any loss, damage, refunds, or other matters of any sort that incurred as the result of such dealings with a Merchant.

Payment processing companies and Merchants may have privacy and data collection practices that are different from ours. We have no responsibility or liability for these independent policies of the payment processing companies and Merchants. In addition, when you make certain purchases through our Programs, Products or Services, you may be subject to the additional terms and conditions of a payment processing company, Merchant or us that specifically apply to your purchase. For more information regarding a Merchant and its terms and conditions that may apply, visit that merchant’s Website and click on its information links or contact the Merchant directly.

You release us, our affiliates, our payment processing company, and Merchants from any damages that you incur, and agree not to assert any claims against us or them, arising from your purchase through or use of our Website or its Content.

## **16. REFUND POLICY**

Due to the digital and physical nature of our Products and Services, all sales are final. No refunds will be issued.

## **17. MEDIA RELEASE**

By participating in our Programs, Products and Services, and using our Content Materials, including our Monthly Membership Community, you consent to photographs, videos, and/or audio recordings that may be made that may contain you, your voice and/or your likeness. In our sole discretion, we reserve the right to use these photographs, videos, and or/audio recordings and/or any other materials submitted by you to us in connection with your participation in our Programs, Products or Services in our current or future Programs, Products or Services, and/or our marketing or promotional efforts, without compensation to you at any time, now or at any time in the future.

## **18. INDEMNIFICATION**

You agree at all times to defend, indemnify and hold harmless our Company, as well as any of our affiliates, agents, contractors, officers, directors, shareholders, employees, joint venture partners, successors, transferees, assignees, and licensees, as applicable, from and against any and all claims, causes of action, damages, liabilities, costs and expenses, including legal fees and expenses, arising out of or related to our Programs, Products, Services, Memberships and Content Materials, or your breach of any obligation, warranty, representation or covenant set forth in these Terms and Conditions or in any other agreement with us.

## 19. LIMITATION OF LIABILITY

We will not be held responsible or liable in any way for the information, products or materials that you request or receive through or on our Programs, Products, Services, Memberships and Content Materials. We do not assume liability for accidents, delays, injuries, harm, loss, damage, death, lost profits, personal or business interruptions, misapplication of information, physical or mental disease, condition or issue, or otherwise, due to any act or default of anyone or any business, whether owners, staff, agents, joint venture partners, contractors, vendors, affiliates or otherwise, affiliated with us. We do not assume liability for any owners, staff, agents, joint venture partners, contractors, vendors, affiliates or otherwise who are engaged in rendering our Programs, Products, Services, Memberships and Content Materials, or in any way or in any location. In the event that you use our Programs, Products, Services, Memberships and Content Materials or any other information provided by us or affiliated with us, we assume no responsibility.

## 20. RELEASE OF CLAIMS

In no event will we be liable to any party for any type of direct, indirect, special, incidental, equitable or consequential damages for any use of or reliance on our Programs, Products, Services, Memberships and Content Materials, or on those affiliated with us in any way, and you hereby release us from any and all claims; including, without limitation, those related to lost profits, personal or business interruptions, personal injuries, accidents, misapplication of information, or any other loss, physical or mental disease, condition or issue, or otherwise, even if we are expressly advised of the possibility of such damages or difficulties.

**Communication Guidelines.** If you have a question or concern about your Programs, Products, Services, Memberships, or Content Materials, you may send an e-mail to [info@resetwell.org](mailto:info@resetwell.org) and we will do our best to reply to your question or concern promptly.

## 21. CONFIDENTIAL INFORMATION

To use our Programs, Products, Services, Memberships and Content Materials, we may seek personal data or information including your name, e-mail address, phone number, street address, billing information, birthday, preferences, interests, assignments, or other personally- identifying information (“Confidential Information”), or you may offer or provide a comment, photo, image, video or any other submission to us when using or participating in our Programs, Products, Services, Memberships and Content Materials (“Other Information”). By providing such Confidential Information or Other Information to us, you grant us permission to use and store such information. We, in turn, will use our best efforts to keep your Confidential Information safe, secure and confidential in accordance with these Terms of Use and our full Privacy Policy which may be found on our Website. If you believe that any of your Confidential Information is incorrect or incomplete, please contact us as soon as possible. We will promptly correct any Confidential Information found to be incorrect.

**What We Do with Confidential Information.** We request and require various personal data and/or Confidential Information to understand your needs and provide you with better services. In addition, we may use such data and Confidential Information for the following reasons: (1) for

internal record keeping, (2) to improve our Programs, Products, Services, Memberships and Content Materials, (3) to periodically send promotions about new Programs, Products or Services or other special offers from which you may unsubscribe at any time, (4) for aggregate, non-identifiable data for research purposes, (5) to customize the respective Programs, Products or Services you purchase or use according to your interests and/or (6) for support or communication related to your Programs, Product, Services or Content Materials.

## 22. DISCLAIMERS

Our Programs, Products, Services, and Content Materials are for informational, entertainment and educational purposes only. Further, outcomes from our Product, Programs, Services, Memberships, or Content Materials are the result of the energy and intention you put behind it. Therefore, to the fullest extent permitted by law, we expressly exclude any liability for any direct, indirect or consequential loss or damage incurred by you or others in connection with our Programs, Products, Services, and Content Materials, including without limitation any liability for any accidents, delays, injuries, harm, loss, damage, death, lost profits, personal or business interruptions, misapplication of information, physical or mental disease, condition or issue, physical, mental, emotional, or spiritual injury or harm, loss of income or revenue, loss of business, loss of profits or contracts, anticipated savings, loss of data, loss of goodwill, wasted time and for any other loss or damage of any kind, however and whether caused by negligence, breach of contract, or otherwise, even if foreseeable. You specifically acknowledge and agree that we are not liable for any defamatory, offensive or illegal conduct of any other Program, Product, Service or Content Materials participant or user, including you.

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## **24. TERMINATION**

You have the right to terminate your use of or participation in our Programs, Products or Services at any time by sending an e-mail to [info@resetwell.org](mailto:info@resetwell.org). We reserve the right in our sole discretion to refuse or terminate your access to our Programs, Products, Services, Memberships and Content Materials, in full or in part, at any time, without notice, by sending you an e-mail to the e-mail address you provided upon purchase of the Program, Product or Service.

In the event of cancellation or termination by either of us, you will have 24 hours to pay any and all remaining payments or balances that are owed to us.

Upon termination by either of us, we reserve the right to immediately refuse or terminate your access to any aspect of our Programs, Products, Services and/or our Content Materials, including but not limited to our Website, private forum, e-mail communications, Facebook groups, live webinars or conference calls, or any other method of communications related to our Programs, Products, Services, Memberships and Content Materials at any time without notice and in our sole discretion.

All of the terms of this Terms of Use, including but not limited to all copyright, trademark, and intellectual property rights, disclaimers, limitations of liability, release of claims, and our Refund Policy will still apply now and in the future, even after termination by you or us.

## **25. JURISDICTION, VENUE & CHOICE OF LAW**

Through Your use of the Website or Services, You agree that the laws of the State of Maryland shall govern any matter or dispute relating to or arising out of this Agreement, as well as any dispute of any kind that may arise between You and the Company, with the exception of its conflict of law provisions. In case any litigation specifically permitted under this Agreement is initiated, the Parties agree to submit to the personal jurisdiction of the state and federal courts of the following county: Baltimore County. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature. You hereby waive the right to any objection of venue, including assertion of the doctrine of forum non conveniens or similar doctrine.

## **26. DISPUTE RESOLUTION**

It is hoped that should we ever have any differences; we could be able to work them out amicably through e-mail correspondence. However, should we be unable to seek resolution within a reasonable time, you agree now that the only method of legal dispute resolution that will be used is binding arbitration before a single arbitrator, selected jointly, in accordance with the American Arbitration Association Rules. Prior to seeking arbitration, you must send an e-mail to us at [info@resetwell.org](mailto:info@resetwell.org) and include all of your reasons for dissatisfaction with your Program. You understand and agree now that the only remedy that can be awarded to you through arbitration is full refund of your Payment made to date. No other actions or financial awards of consequential damages, or any other type of damages, may be granted to you. We both agree now that the decision of the arbitrator is final and binding and may be entered as a judgment into any court having the appropriate jurisdiction.

By purchasing our Programs, Products or Services you are agreeing to a modification of the statute of limitations such that any arbitration must begin within one (1) year of the date of your e-mail to us referenced above or you waive the right to seek dispute resolution by arbitration or to take any other legal action.

You also agree that should arbitration take place, it will be held in Baltimore, Maryland, and the prevailing party shall be entitled to all reasonable attorneys' fees and all costs necessary to enforce the decision of the arbitrator.

In the event of a dispute between us, you agree to not engage in any conduct or communications, public or private, including on social media, designed to disparage us, our Company, or any of our Programs, Products, or Services. Where requested by law or arbitration, of course, you are not prohibited from sharing your thoughts and opinions as a part of the legal process.

## 27. GENERAL PROVISIONS

- a. **Entire Agreement.** This Agreement constitutes the entire understanding between the Parties with respect to any and all use of this Website. This Agreement supersedes and replaces all prior or contemporaneous agreements or understandings, written or oral, regarding the use of this Website.
- b. **Assignment.** This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by You. Should this Agreement, or the rights granted hereunder, be assigned, sold, leased or otherwise transferred by the Company, the rights and liabilities of the Company will bind and inure to any assignees, administrators, successors, and executors.
- c. **Severability.** If any part or sub-part of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and sub-parts will be enforced to the maximum extent possible. In such conditions, the remainder of this Agreement shall continue in full force.
- d. **No Waiver.** In the event that We fail to enforce any provision of this Agreement, this shall not constitute a waiver of any future enforcement of that provision or of any other provision. Waiver of any part or sub-part of this Agreement will not constitute a waiver of

any other part or sub-part.

- e. **Headings for Convenience Only.** Headings of parts and sub-parts under this Agreement are for convenience and organization only. Headings shall not affect the meaning of any provisions of this Agreement.
- f. **No Agency, Partnership or Joint Venture.** No agency, partnership, or joint venture has been created between the Parties as a result of this Agreement. No Party has any authority to bind the other to third parties.
- g. **Force Majeure.** The Company is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, pandemics (including but not limited to COVID-19) and other acts which may be due to unforeseen circumstances.
- h. **Electronic Communication Permitted.** Electronic communications are permitted to both Parties under this Agreement, including e-mail or fax. For any questions or concerns, please email us at the following address: [info@resetwell.org](mailto:info@resetwell.org).