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  - All homework from the course.

Refunds are at the express discretion of Fabulous Health. No correspondence will be entered into.

4. Should you inadvertently purchase a product by mistake, and you have not accessed that product by way of registering for the members area, a refund may be considered. Please contact [terri@fabuloushealth.net](mailto:terri@fabuloushealth.net) with your request. If you have accessed the product by way of registering in the members area, or scheduling a private appointment, no refunds will be given.

## Private Coaching Cancellation Policy

If you cannot make an appointment, please respectfully give us 24 hrs notice and reschedule for the NEXT DAY. For your success on this program, please do not leave it until the next week.

If you fail to show for your appointment without previous rescheduling, your time with us will be counted as an attended session.

Although Terri will do everything in her power to be on time, every time, we reserve the right to reschedule your appointments with 48hrs notice. Should we not provide you with this notice, we shall add an extra session to your account at no charge.

### ***Lateness***

If you are late to your appointment, your session will end at the time specified for that session.

If we are late to an appointment, we will provide you with twice as many extra minutes, either at the end of your session (if you are available) or at your next appointment.

## Termination

You have the right to terminate your use of or participation in our Courses, Services, Materials and Websites at any time by sending an e-mail to [terri@fabuloushealth.net](mailto:terri@fabuloushealth.net)

We reserve the right in our sole discretion to refuse or terminate your access to our Courses, Services, Materials and Websites, 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 Courses, Services, Materials and Websites.

Upon termination by either of us, we reserve the right to immediately refuse or terminate your access to any aspect of our Courses, Services, Materials and Websites, including but not limited to our websites, private forum, e-mail communications, Facebook groups, live webinars or conference calls, or any other method of communications related to our Courses, Services, Materials and Websites 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.

## **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 [terri@fabuloushealth.net](mailto:terri@fabuloushealth.net) and include all of your reasons for dissatisfaction with our Courses, Services, Materials and Websites. 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 Courses, Services, Materials and Websites 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 me 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 Dallas, Texas, 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 Courses, Services, Materials and Websites. 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.

If any terms of these Terms of Use are construed to be invalid or unenforceable for any reason, it shall not affect the validity or enforceability of any other term which shall be given full force and effect.

## **Privacy**

"Fabulous Health" is committed to lawful, fair, and transparent collection of your data. This policy governs data collection by us when you purchase or use our Courses, Services, Materials and Websites. It was drafted to help you understand the types of information we collect from you, how

we use it, as well as how we share, store and protect it.

If you do not agree with this policy, you should not use our Courses, Services, Materials and Websites. By accessing or using our Courses, Services, Materials and Websites, you agree to this policy, which may change from time to time to better reflect our practices and applicable laws. Your continued use after we make change(s) is deemed acceptance of those changes.

If you are using our Courses, Services, Materials and Websites, you also must agree to our Terms of Use.

### ***Persons Under the Age of 18***

Our Services are not intended for minors (persons under 18 years of age or equivalent depending on jurisdiction, (“Children”), and use of our Services by Children is strictly prohibited. We do not knowingly collect personally identifiable information from Children. If we learn we have collected or received personal information from Children without verification of parental consent, we will delete that information. If you believe we might have any information from or about Children, please contact us.

### ***Types of Information We Collect***

We collect information if you voluntarily provide it to us. For example, if you sign up for our Courses, Services, Materials and Websites, you might give us your name and email address. You might also give us data when you email us or give us feedback. In addition, you may submit information online through surveys, forms, portals, or other interactive activities on our website. details about transactions you carry out through our Courses, Services, Materials and Websites. It is always your choice whether or not to provide personal data. Do not provide personal data unless you are authorized to do so.

*We may collect the following information directly from you:*

- information that may be personally identified, such as name, address, e-mail address, and other identifier by which you may be contacted online or offline ("personal information");
- information that is about you but individually does not identify you; and/or
- information about how you interact with our website, such as internet connection or the equipment you use to access our Courses, Services, Materials and Websites.

This policy does not apply to third-party sites that may link to, or be accessible from, our Courses, Services, Materials and Websites. We do not control these third parties' tracking technologies or how they may be used. Your interactions with these sites are governed by the third parties' applicable privacy statements. If you have any questions about these sites, you should contact the responsible provider directly.

*We may also collect information automatically:*

As you interact with our website, we may use automatic data collection technologies to collect certain information about your equipment, browsing actions, and patterns, including: details of your visits to our website and information about your computer and internet connection. The information we collect automatically does not include personal information.

The technologies we use for this automatic data collection may include cookies. You may refuse to accept browser

cookies by activating the appropriate setting on your browser, but if you do you may be unable to access certain parts of our website. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to us.

### ***How We Use Your Information***

We use information that we collect about you or that you provide to us, including personal information to present our Courses, Services, Materials and Websites to you; to provide you with information and services that you request from us; to fulfill any other purpose for which you provide it; to provide you with notices about your account/subscription, including expiration and renewal notices; to carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection; to comply with legal obligations; or for any other purpose with your consent.

If you are an EU resident, we will collect and use your personal data only if we have one or more legal bases for doing so under the GDPR. This means we collect and use your personal data only where you have given your consent for one or more specific purposes; it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests; it is necessary to protect the vital interests of you or another natural person; or it is necessary to comply with a legal obligation.

### ***With Whom We Share Your Information***

We may disclose aggregated information about our users, and information that does not identify any individual, without restriction.

We may disclose personal information that we collect or you provide as described in this policy to our team members, agents, subsidiaries and affiliates who have a business need to know; to contractors, service providers, and other third parties we use to support our business; to a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of the Company's assets; to fulfill the purpose for which you provide it; for any other purpose disclosed by us when you provide the information; and/or with your consent.

We may also disclose your personal information: to comply with any court order, law, or legal process, including to respond to any government or regulatory request; and/or to enforce or apply our terms of use and other agreements, including for billing and collection purposes.

If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of the Company, our customers, or others.

### ***How We Protect Your Personal Information***

We may store your personal data in any region or in any country where we or our service providers have facilities. We implement reasonable processes and adhere to best practices in order to protect your Personal Information from accidental loss and from unauthorized access, use, alteration, and disclosure. Unfortunately, the transmission of information via the internet is not completely secure. We will do our best to protect your personal information, but we cannot guarantee the security of your personal information transmitted to our website. Any transmission of



personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the website. We will store your personal data only until it is no longer needed to fulfill the purpose(s) for which it was collected or as required or permitted by law; at that point it will be anonymized, deleted, or isolated.

### ***Accessing and Correcting Your Information***

You can request to access, correct or delete any personal information that you have provided to us by contacting us at [terri@fabuloushealth.net](mailto:terri@fabuloushealth.net). We may not accommodate a request to change information if we believe the change would violate any law or legal requirement or cause the information to be incorrect.

### ***How to Contact Us***

To ask questions or comment about this privacy policy and our privacy practices, contact us at:

Fabulous Health  
770 Mays Blvd #5065 , Incline Village  
Nevada, USA 89450-5065  
[terri@fabuloushealth.net](mailto:terri@fabuloushealth.net)

<https://fabuloushealth.net>

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If you have any questions about any term of these Terms of Use, please contact us at [terri@fabuloushealth.net](mailto:terri@fabuloushealth.net)

Thank you.