

# Terms & Conditions

Last Updated March 3, 2024

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## Terms & Conditions

Please read these terms and conditions ("Terms", "terms and conditions") carefully before using [www.healthylivingwithshellywray.com](http://www.healthylivingwithshellywray.com), or any other webpage, or derivative thereof, (the "Website") that is owned and operated by Healthy Living with Shelly Wray LLC ("Us", "We", "Our").

These Terms describe the legally binding terms and conditions that oversee your use of the Site. BY LOGGING INTO THE SITE, YOU AGREE TO BE BOUND TO THESE TERMS and you represent that you have the authority and capacity to enter into these Terms. YOU FURTHER WARRANT THAT YOU ARE AT LEAST 18 YEARS OF AGE TO ACCESS THE SITE. IF YOU DISAGREE WITH ALL OF THE PROVISIONS OF THESE TERMS, DO NOT LOG INTO AND/OR USE THE SITE. Your use of the Site is consent to these Terms and Our Privacy Policy.

Certain features of the Site may be subject to additional guidelines, terms, or rules, which will be posted on the Site in connection with such features.

All such additional terms, guidelines, and rules are incorporated by reference into these Terms.

## Conditions of Use

We will provide services to you, which are subject to the conditions stated below in this document. Every time you visit this Website, use its services, or make a purchase, you accept the following conditions. Please review these carefully.

## Privacy Policy

Before you continue using Our Website we advise you to read Our privacy policy which is on the bottom of this page regarding Our user data collection. It will help you better understand Our practices. By using this Site you are agreeing to our Privacy Policy.

## Personal Information

While We never intend to collect detailed personal information solely from your access to Our Website, We recognize that in some states, the information we receive may be considered that of a personal nature. We will not sell, or otherwise transfer or use any information we receive.

## Intellectual Property

Content published on this Website, including digital downloads, images, texts, blogs, graphics, logos is the property of Healthy Living with Shelly Wray, LLC and/or its content creators and protected by copyright laws, both internationally and nationally in the United States of America.

The entire compilation of the content found on this Website is the exclusive property of Healthy Living with Shelly Wray LLC, its successors, heirs, assignors and any other that We may so designate.

We also reserve the right to Trademark all content included on our Website in the event that a Trademark is applicable. Use of our information on this Website shall serve as a notice of our intent to trademark, as applicable, to the marks on our Website.

By using Our Site, you shall not (a) sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Site; (b) you shall not change, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Site; (c) you shall not access the Site in order to build a similar or competitive website; and (d) except as expressly stated herein, no part of the Site may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means unless otherwise indicated, any future release, update, or other addition to functionality of the Site shall be subject to these Terms. All copyright and other proprietary notices on the Site must be retained on all copies thereof.

### Communications

The entire communication with Us is electronic. Every time you send Us an email or visit Our Website, you are going to be communicating with Us. You hereby consent to receive communications from Us. If you subscribe to any newsletter either on Our Website, or elsewhere, you are going to receive regular emails from us. We will continue to communicate with you by posting news and notices on Our Website and by sending you emails. You also agree that all notices, disclosures, agreements and other communications we provide to you electronically meet the legal requirements that such communications be in writing.

### Comments, Reviews, and Emails

Visitors may have the ability to post content as long as it is not obscene, illegal, defamatory, threatening, infringing of intellectual property rights, invasive of privacy or injurious in any other way to third parties. Content has to be free of software viruses, political campaign, and commercial solicitation. Such determination of what is appropriate is at the sole discretion of Healthy Living with Shelly Wray LLC. By posting any content on our Website, you warrant and represent that your content complies with these Terms, and that you own the right to post such content.

We reserve all rights (but not the obligation) to remove and/or edit such content. When you post your content, you grant Us a non-exclusive, royalty-free and irrevocable right to use, reproduce, publish, modify such content throughout the world in any media. Such reproduction, publication and modification of content may include comments made by you, and attributes of your information, including your picture, name or other relevant information that We determine is important for our process.

### Modification/Suspension of Site

We reserve the right to change, suspend, or cease the Site with or without notice to you. We shall not be held liable to you or any third-party for any change, interruption, or termination of the Site or any part thereof.

### License and Site Access

We grant you a limited license to access and make personal use of this Website. You are not allowed to download, modify, reproduce or copy this Website or any content from it, including blogs and images. This may be done only with written consent from us. Consent may be withheld or granted by us in our sole discretion. Further, you must not hack or otherwise tamper with our website, scan or test any part of our Website, circumvent any security system or do anything that interferes with the normal use of our Website.

### User Account

If you are an owner of an account on this Website, you are solely responsible for maintaining the confidentiality of your private user details (username and password). You are responsible for all activities that occur under your account or password.

We reserve all rights to terminate accounts, edit or remove content and cancel orders in Our sole discretion.

### Limited Warranties

We do not warrant or represent the completeness or accuracy of the information published on our website, including that that material is up to date, that the Website will operate without fault or that the Website or any service on the Website is available.

We reserve the right to alter any or all of our services, our content or this Website without notice or explanation. In no way will you be entitled to any compensation or payment upon these changes or for any other reason under these Terms. We expressly disclaim all other warranties, either implied or expressed, as related to our Website and services provided therein.

### Hold Harmless

You hereby release and forever discharge Us and our officers, employees, agents, successors, and assigns from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature, that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Site.

### Payment for Services and/or Products

Payment is made to Healthy Living with Shelly Wray LLC either online, or as otherwise requested by Us. Typically, payment is required before receiving any services or product. Such details regarding payment will be provided to you when you make a purchase.

### Remedies

Healthy Living with Shelly Wray LLC shall have all remedies available to Us by law for the breach of any terms herein. Such remedies may include, but is not limited to, the use of a collection agency, attorney, damages, injunctions, cease and desist actions as well as court proceedings.

### Indemnity

By using this Site, You agree to indemnify and defend Us against all claims, liability, damages, costs and expenses, including legal fees, arising out of a breach of these Terms and Conditions or any use of the Website.

### Applicable Law

By visiting this Website, you agree that the laws of the state of Ohio without regard to principles of conflict laws, will govern these terms and conditions, or any dispute of any sort that might come between Healthy Living with Shelly Wray LLC and you, your heirs, assignees, estate, business partner or other person bringing a claim by you or on your behalf.

### Dispute Resolution: Arbitration Agreement

Any dispute related in any way to your visit to this Website or to products you purchase from us shall be arbitrated by state courts in Pueblo County, CO. You consent to such jurisdiction and venue, and waive any claim to venue, personal jurisdiction, or other claim to civil procedure available to you.

All claims and disputes in connection with the Terms or the use of any product or service provided by Us that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. Unless otherwise agreed to, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and Us, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Terms.

Notice Requirement and Informal Dispute Resolution. Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute describing the nature and basis of the claim or dispute, and the requested relief. A Notice to Us should be sent 1628 Augusta Ct., Pueblo, CO 81001 After the Notice is received, We shall attempt to resolve the claim or dispute informally. If We are unable to resolve the claim or dispute within sixty (60)

days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award to which either party is entitled.

**Arbitration Rules.** Arbitration shall be initiated through the American Arbitration Association, an established alternative dispute resolution provider that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of the arbitration except to the extent such rules are in conflict with the Terms. The AAA Consumer Arbitration Rules governing the arbitration are available online at [adr.org](http://adr.org) or by calling the AAA at 1-800-778-7879. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within 100 miles of your residence, unless you reside outside of the United States, and unless the parties agree otherwise. If you reside outside of the U.S., the arbitrator shall give the parties reasonable notice of the date, time and place of any oral hearings. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If the arbitrator grants you an award that is greater than the last settlement offer that We made to you prior to the initiation of arbitration, We will pay you the greater of the award or \$2,500.00. Each party shall bear its own costs and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

**Additional Rules for Non-Appearance Based Arbitration.** If non-appearance based arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.

**Time Limits.** If you or the Us pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations and within any deadline imposed under the AAA Rules for the pertinent claim.

**Authority of Arbitrator.** If arbitration is initiated, the arbitrator will decide the rights and liabilities of both parties, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the AAA Rules, and the Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and the Us.

**Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less expensive than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and the Us in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

**Waiver of Class or Consolidated Actions.** All claims and disputes within the scope of this arbitration agreement must be arbitrated or litigated on an individual basis and not on a class basis, and claims of more than one customer or user cannot be arbitrated or litigated jointly or consolidated with those of any other customer or user.

**Confidentiality.** All aspects of the arbitration proceeding shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

**Severability.** If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.

**Right to Waive.** Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.

**Survival of Agreement.** This Arbitration Agreement will survive the termination of your relationship with Us.

**Small Claims Court.** Nonetheless the foregoing, either you, or Us, may bring an individual action in small claims court. The prevailing party shall be entitled to Attorney Fees in such action.

**Emergency Equitable Relief.** Anyhow the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement. The prevailing party shall be entitled to Attorney Fees in such action.

**Claims Not Subject to Arbitration.** Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark or trade secrets shall not be subject to this Arbitration Agreement.

In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within Wake County, NC for such purposes.

#### Attorney Fees

Unless otherwise stated, in the event that We must pursue action against you under these Terms, We reserve the right to be compensated for all Attorney Fees, and collection fees, associated with the enforcement of these Terms.

#### Assignment

You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions. You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

#### Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

#### Third-party rights

A contract under these terms and conditions is for our benefit and your benefit and is not intended to benefit or be enforceable by any third party. The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

#### Entire agreement

These Terms and Conditions, together with our privacy policy, and any other website policy we draft, shall constitute the entire agreement between you and us in relation to your use of our Website and shall supersede all previous agreements between you and Us.

#### Third-Party Links & Ads; Other Users

The Site may contain links to third-party websites and services, and/or display advertisements for third-parties. Such Third-Party Links & Ads are not under our control, and We are not responsible for any Third-Party Links & Ads. We provide access to these Third-Party Links & Ads only as a convenience to you, and do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links & Ads. You use all Third-Party Links & Ads at your own risk, and should apply a suitable level of caution and discretion in

doing so. When you click on any of the Third-Party Links & Ads, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices.

### User Content

Each Site user is solely responsible for any and all of its own User Content. Because we do not control User Content, you acknowledge and agree that we are not responsible for any User Content, whether provided by you or by others. You agree that We are not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any Site user, we are under no obligation to become involved.

### Additional Disclaimers: Availability of Site

The site is provided on an "as-is" and "as available" basis, and We, and our suppliers, expressly disclaim any and all warranties and conditions of any kind, whether express, implied, or statutory, including all warranties or conditions of merchantability, fitness for a particular purpose, title, quiet enjoyment, accuracy, or non-infringement. We and our suppliers make no guarantee that the site will meet your requirements, will be available on an uninterrupted, timely, secure, or error-free basis, or will be accurate, reliable, free of viruses or other harmful code, complete, legal, or safe. If applicable law requires any warranties with respect to the site, all such warranties are limited in duration to ninety (90) days from the date of first use.

### Limitation on Liability

To the maximum extent permitted by law, in no event shall We, or our suppliers, be liable to you or any third-party for any lost profits, lost data, costs of procurement of substitute products, or any indirect, consequential, exemplary, incidental, special or punitive damages arising from or relating to these terms or your use of, or incapability to use the site even if You have been advised of the possibility of such damages. Access to and use of the Site is at your own discretion and risk, and you will be solely responsible for any damage to your device or computer system, or loss of data resulting therefrom.

To the maximum extent permitted by law, notwithstanding anything to the contrary contained herein, our liability to you for any damages arising from or related to this agreement, will at all times be limited to a maximum of fifty U.S. dollars (US \$50). The existence of more than one claim will not enlarge this limit. You agree that our suppliers shall have no liability of any kind arising from or relating to this agreement.

The Site may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, re-export, or transfer, directly or indirectly, any U.S. technical data acquired from Us, or any products or services utilizing such data, in violation of the United States export laws or regulations.



Electronic Communications

The communications between you and Us shall be via electronic means, whether you use the Site or send us emails, or whether We posts notices on the Site or communicates with you via email. For contractual purposes, you (a) consent to receive communications from Us in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that We provide to you electronically satisfy any legal obligation that such communications would satisfy if it were be in a hard copy writing.

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Contact Information:

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Email: [shellywray@healthylivingwithshellywray.com](mailto:shellywray@healthylivingwithshellywray.com)

Date Last Modified: March 3, 2024