



## Terms and Conditions

These Terms of Use for our Programs, Products and Services state how you may use our Programs, Products and Services, and Program Materials.

**Please read these Terms of Use carefully. We reserve the right to change these Terms of Use from time to time without notice to you. By purchasing or using any of our Programs, Products, and Services or Program Materials, now or in the future, you are agreeing immediately upon said purchase to the Terms of Use as they appear, and agree that you 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 or Program Materials.**

### Words You Need to Understand

**"Agreement"** or **"contract"** means all of: the documents which you and the Company have signed and the Credit Card Authorization Form you have signed.

**"Client"** or **"you"** means any purchaser, client and/or user of any of our Programs, Products and Services, or Program Materials.

**"Company", "we", "us" or "me"** means <Kelly Dixon Wellness>.

**"Programs, Products and Services"** mean any paid program or service, group course or program including but not limited to a mastermind, e-course, downloadable information product, e-book, or other service or course where we provide content for educational and informational purposes that is not permitted to be reproduced or used in your own business for commercial use or in a way that earns you money. Programs, Products, and Services may be delivered in ways including but not limited to in-person, phone, Zoom, Skype, webinars, Facebook Live Videos, teleseminars, videos, audios, books, e-books, products, social media, blog articles, or otherwise in a variety of settings such as individual coaching sessions, individual consulting sessions, group programs including but not limited to masterminds, classes, workshops, events, retreats, seminars, or trainings.

**"Program Materials"** means any video, audio, printed or written text or work including but not limited to drafts, online or printed documents, or other materials created by us that are provided to you for your educational and informational purposes or through our Programs, Products and Services.

**"Terms of Use"** includes this document and all the standard provisions that form part of every contract we enter into with each purchaser, client and user (including you) of any of our Programs, Products and Services, as amended from time to time by us in our sole discretion, without notice to you.

**"Improper and/or Unauthorized Use"** includes and is not limited to modifying, copying, reproducing, republishing, uploading, posting, transmitting, translating, selling, creating derivative works, exploiting, or distributing in any manner or medium any Program Materials or any other information accessed or purchased through our Programs,

Products and Services for your own business or commercial use or in any way that earns you money or that you trade for valuable consideration.

### **How You May Use Our Programs, Products and Services and Program Materials**

You consent to use our Programs, Products and Services and Program Materials as described in the following paragraphs, which collectively are referred to as the “Terms of Use”.

By purchasing or using any of our Programs, Products and Services and Program Materials, you agree to abide by these Terms of Use and the Contract you have signed, and you acknowledge and agree that you are required to act in accordance with them. Accessing, purchasing or using our Programs, Products and Services and Program Materials, in any manner, constitutes and is evidence of your use of them, and your agreement to be bound by these Terms of Use.

All of our Programs, Products and Services and Program Materials are intended solely for persons who are 18 years of age or older. Any registration by, use of, or access to any Programs, Products and Services and Program Materials by anyone who is younger than 18 years of age is unauthorized, unlicensed and violates these Terms of Use. By purchasing or using any Programs, Products and Services and Program Materials, you represent and warrant that you are at least 18 years of age.

### **Intellectual Property Rights**

#### **Our Limited License to You.**

Our Programs, Products and Services, and Program Materials are our property, and are protected by copyright, trademark, and other intellectual property laws. This means you can only use and access our Programs, Products and Services, and Program Materials in the ways and to the extent we say you can, i.e., as described in greater detail in the following paragraphs.

The content in our Programs, Products and Services, and Program Materials is solely owned by or licensed to us, unless expressly indicated otherwise. This content includes, but is not limited to: the design, layout, look, appearance, graphics of our Programs, Products and Services, and Program 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 Program Materials through our Programs, Products and Services, you will be considered our Licensee. To clarify, all content obtained through us is solely and completely our property, and you are granted a revocable, non-transferable license for personal, non-commercial use only, limited to you only. This means you may not use our Programs, Products and Services, or the Program 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 Program, Products and Services and Program Materials with permission and restrictions. This means that when you purchase a Program, Product or Service from us, you are purchasing the limited right to use the Program Materials with certain conditions as specified in these Terms of Use.

#### **You are permitted to use our Programs, Products and Services, and Program Materials in the following manner:**

**You may download and/or print Program Materials for your personal use. To clarify, you are not permitted to share, sell, reprint or republish any other of our Program Materials including handouts, for resale or mass reproduction purposes for your own business or commercial use or in any way to make you money unless you ask us in writing if you may do so, and we have given you written permission to do so.**

Any trademarks, taglines, and logos displayed on our Program Materials are trademarks belonging to us. All trademarks reproduced on our website, of which we do not own or hold a licence, are acknowledged on our website. Any use including framing, meta tags or other text utilizing these trademarks, or other trademarks displayed, is strictly prohibited without our express written consent, or permission granted in these Terms of Use.

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 Program, Product and Service titles or any other title or information of ours bearing the trademark symbols (™) or ® may not be used by you for any reason unless you ask us in writing if you may do so, and we answer in writing and state that you may do so.

**All rights not expressly granted in these paragraphs in these Terms of Use or in any written licence, are reserved by us.**

**Information You Must Not Share with Others.**

As a Licensee, you understand and acknowledge that our Programs, Products and Services and Program 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 any of our Programs, Products and Services, you agree that you are clearly and expressly prohibited from doing any of the following acts:**

- (a) You will not copy, share or steal our Programs, Products and Services, or Program Materials or any parts of them.
- (b) You will not in any way use, copy, adapt or represent any of our Programs, Products and Services, or Program Materials or their content in any way as if they are yours or created by you.
- (c) You will not engage in the Improper and/or Unauthorized Use of our Programs, Products and Services.
- (d) You will not duplicate, share, trade, sell, or otherwise distribute our Programs, Products and Services, or Program Materials to any other person, for their personal, business, or 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 Program Materials for their own personal, business or commercial use. This means you cannot share or sell any part of our Programs, Products and Services or Program Materials to another person or business, so they can copy, reproduce, sell and/or use them for their own personal, business or commercial use or in any way that earns them money or for valuable consideration. You are the only one granted a limited licence to use our Programs, Products and Services, and Program Materials.
- (e) You will not violate our intellectual property rights, including copyright and trademark rights by downloading, printing, or otherwise using our Programs, Products and Services, or Program Materials for publication or compilation into your own Products, Programs, Services or Program Materials for your own personal, business or commercial use or in any way that earns you money.
- (f) You will not use our Programs, Products and Services, or Program Materials in a manner that constitutes an infringement of our rights or that we have not first approved in writing.
- (g) You may not engage in Improper and/or Unauthorized Use of our Program Materials or any other information related to our Programs, Products and Services.

**You understand and agree that doing, participating in directly or indirectly or engaging in the prohibited, Improper and/or Unauthorized Use of our Programs, Products and Services or Program Materials as set forth in these Terms of Use is considered theft and stealing. You agree and understand that prohibited use, Improper and/or Unauthorized Use may give rise to a civil claim for damages and may be turned over to the police for investigation as a criminal offense.**

## **Your License to Us.**

By posting or submitting any material on or through our Programs, Products and Services or Program Materials such as comments, posts, photos, images or videos or other contributions, you are representing and warranting that you are the owner of all such materials and are at least 18 years old. Furthermore, you consent to the following:

- (a) When you submit to us or post any comment, photo, image, video or any other submission for use on or through our Programs, Products and Services and Program Materials, 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 in any 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 Website, Programs, Products and Services and/or Program 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.
- (b) You also grant us, and anyone authorized by us, the right to identify you as the author of any copy, 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 in our Programs, Products and Services and/or Program Materials in our sole discretion, at any time for any reason whatsoever.

## **Media Release**

By participating in our Programs, Products and Services, and using our Program Materials, including on social media, you consent to photographs, videos, audio recordings, transcripts, copy or written or printed text that may contain you, your voice and/or your likeness, any we reserve the right to use them in our sole discretion in our current or future Programs, Products and Services, or Program Materials and/or our marketing or promotional efforts, without compensation to you at any time, now or at any time in the future.

## **Request from You for Permission to Use Content We Have Created and Shared with You**

Any request for written permission to use our Programs, Products and Services or Program Materials in whole or in part, or any other intellectual property or property belonging to us should be made IN WRITING – BEFORE YOU WISH TO USE IT. To ask for our permission, please contact us at the email address provided on the last page of these Terms and Conditions.

We very clearly state that you may not use our Programs, Products and Services or Program 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, in email or any other written format we determine is appropriate.

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 say and prescribe to protect our intellectual property and ownership rights in our Programs, Products and Services or Program Materials.

## **Personal Responsibility and Assumption of Risk**

You agree that you are using your own judgement in using our Programs, Products and Services and Program Materials, and you agree that you are doing so at your own risk. You agree and understand that you assume all risks and no results are guaranteed in any way related to our Programs, Products and Services and Program Materials. You are solely responsible for your actions, decisions and results based on the use, misuse or non-use of our Programs, Products and Services and Program Materials.

## **DISCLAIMER**

To the fullest extent permitted by applicable 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 and Services and Program 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 distress, condition or issue, physical, mental, emotional, or spiritual injury or harm, loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, loss of goodwill, wasted time and for any other loss or damage of any kind, in law or in equity, 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 Program Materials participant or user, including you.

### **Medical Disclaimer**

Our Programs, Products and Services and Program Materials contain general information about medical conditions, nutrition, health and diets. The information is not medical advice and should not be treated as such. The medical information on this website is provided without any representations or warranties, express or implied. We make no representations or warranties in relation to the medical information on this website.

Before starting any diet or exercise regime, you should speak to your doctor. The Client understands that Kelly Dixon Wellness is providing the services of a coach and not a Registered Nurse. Kelly Dixon is a Registered Nurse in the Province of British Columbia, Canada but will not be acting as a Registered Nurse or the Client's Registered Nurse. The Client understands that they must speak with their own health care professionals before implementing anything new, whenever necessary.

You must not rely on the information on this website as an alternative to medical advice from your doctor or other professional healthcare provider. If you have any specific questions about any medical matter, you should consult your doctor or other professional healthcare provider. If you think you may be suffering from any medical condition, you should seek immediate medical attention.

### **Warranties Disclaimer.**

**We make no warranties as to our Programs, Products and Services and Program Materials. You agree that our Programs, Products and Services and Program Materials are provided "as is" and without warranties of any kind either express or implied. To the fullest extent permissible pursuant IN LAW AND IN EQUITY, we disclaim all warranties, express or implied, including but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not warrant that the Programs, Products and Services and Program Materials will be functional, uninterrupted, correct, complete, appropriate, or error-free, that defects will be corrected, or that any part of the website content is free of viruses or other harmful components. We do not warrant or make any representations regarding the use or the results of the use of our program, product or Services, Program Materials or Copy or on third-party websites in terms of their correctness, accuracy, timeliness, reliability, or otherwise.**

**Technology Disclaimer.**

We try to ensure that the availability and delivery of our Programs, Products and Services and Program Materials is uninterrupted and error-free, including our content and communications through methods like our website, member forum, private Facebook groups, email communications, videos, audio recordings, Zoom calls, recorded Zoom calls, webinars, recorded webinars, teleseminars, recorded teleseminars, downloadable MP3 audio files, downloadable PDF printed transcripts, downloadable PDF handouts/slides, handouts, e-books, or any other materials provided by us to you. However, we cannot guarantee that your access will not be suspended or restricted from time to time, including to allow for repairs, maintenance or updates, although of course, we will try to limit the frequency and duration of suspension or restriction. To the fullest extent permitted by law, we will not be liable to you for damages or refunds, or for any other recourse, should our Programs, Products and Services and Program Materials become unavailable or access to them becomes slower incomplete due to any reason such as system backup procedures, Internet traffic volume, upgrades, overload of requests to the servers, general network failures or delays, or any other cause which may from time to time make our Programs, Products and Services and Program Materials inaccessible to you.

**Errors and Omissions.**

We make no warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information in our Programs, Products and Services and Program Materials. Every effort has been made to present you with the most accurate, up-to-date information, but we cannot be held responsible or accountable for the accuracy of our content. You acknowledge that such information may contain inaccuracies or errors and we are not liable for any such inaccuracies or errors to the fullest extent permitted by law.

**Force Majeure.**

We shall not be liable for any loss, damage or delay in fulfilling our obligations pursuant to this Agreement caused by or resulting from conditions or causes beyond our reasonable control including but not limited to power outages, riots, fire, flood, explosion, governmental controls or regulations, pandemics and other public health emergencies, civil insurrections, acts of terrorism, civil or military authority, and inability to obtain necessary supplies and materials or perform our obligations due to such causes.

**Links to Other Websites.**

We may provide links and pointers to other websites maintained by third parties that may take you outside of our Programs, Products and Services and Program Materials. These links are provided for your convenience and the inclusion of any link in our Programs, Products and Services and Program Materials to any other website does not imply our endorsement, sponsorship, or approval of that website or of its owner. We assume no responsibility for errors or omissions caused by other websites that may be included in our Programs, Products and Services and Program Materials. We have no control over the contents or functionality at 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.

By purchasing and/or using our Programs, Products and Services and Program Materials in any way or for any reason, you also implicitly agree to our full disclaimer which is contained in these Terms of Use, and which may be found on our website.

**Indemnification, Limitation of Liability and Release of Claims****Indemnification.**

You agree at all times to defend, indemnify and hold us harmless, as well as any of our 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 on a solicitor client basis, arising out of or related to our Programs, Products and Services and Program Materials, or your breach of any obligation, warranty, representation or covenant set forth in these Terms of Use or in any other agreement with us, to the full extent permitted by applicable law.

#### **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 and Services and Program 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 or otherwise who is engaged in producing or rendering our Programs, Products and Services and Program Materials, or in any way. In the event that you use our Programs, Products and Services and Program Materials or any other information provided by us or affiliated with us, to the extent that is legally permissible under applicable law, we assume no responsibility.

#### **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 and Services and Program Materials, and you hereby release us from any and all such 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, to the fullest extent allowable by applicable law.

#### **Your Conduct.**

You are agreeing that you will not use our Programs, Products and Services and Program Materials in any way that causes or is likely to cause the Programs, Products and Services and Program 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 us.

You must use the Programs, Products and Services and Program Materials for lawful purposes only.

#### **Communication Guidelines**

If you have a question or concern about your Programs, Products and Services, Program Materials or Copy, you may contact us by email at the email address provided on the last page of these Terms of Use and we will do our best to reply to your question or concern.

#### **Purchases and Online Commerce**

##### **Authorization and Permission.**

If paying by PayPal, debit card, or credit card, you give us permission to automatically charge your credit card or debit card as payment for your Programs, Products and Services and Program Materials, without any additional authorization, for which you will receive an electronic receipt. Should you be provided with a Stripe invoice, you are required to manually pay it by the date due on the invoice, or your Programs, Products and Services and Program Materials will be put on hold and suspended until payment is made.

You agree to only purchase our Programs, Products and 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 and Services and Program Materials for legitimate, non-commercial purposes only and not for speculative, false, fraudulent, or illegal purposes.

#### **Late Payments.**

In the event that payment is not received by the date due, you will have a three (3) day grace period to make the payment. If you fail to make the payment within the grace period, we reserve the right to terminate your access to the Programs, Products and Services and Program Materials immediately and permanently.

If you fail to make payment in a timely manner in accordance with these Terms of Use, or if you voluntarily decide to withdraw from our Programs, Products and Services and Program Materials Services at any time or for any reason whatsoever, you still will remain fully responsible for the entire cost of the Programs, Products and Services and Program Materials.

We also reserve our right to seek payment from you for any delinquent payment that is not provided by or upon the date due by enlisting the help of a collection agency or legal counsel, and we may exercise our right to report your delinquent payment to all three credit reporting agencies, either directly or through the help of a collection agency.

#### **Chargeback Threats, Reversal of Payment, Payment Cancellations, and Actual Chargebacks**

**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 and Services and Program Materials, you agree that any type of chargeback threat, reversal of payment, payment cancellation, actual chargeback or claim from your credit card company, PayPal, financial institution, or any other payment service will constitute a breach of these Terms of Use on your part.**

In the event that a chargeback, reversal of payment, or payment cancellation is initiated by you or we receive a chargeback threat, we reserve the right to report the incident to all three credit reporting agencies, or 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, payment date, payment amount, and billing address. Chargeback abusers wishing to be removed from the database shall make the payment for the amount of the chargeback.

#### **Sharing Information with Payment Processing Company.**

All information obtained during your purchase or transaction for our Programs, Products and Services and Program Materials, and all information that you give us is part of the transaction such as your name, address, method of payment, credit card number, and billing information, may be collected both by us and our payment processing company.

Payment processing companies and merchants may have privacy and data collection practices and policies 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 and Services and Program Materials, you may be subject to the additional terms and conditions of the payment processing company, merchant, or us that specifically apply to your purchase. For more information regarding a merchant and any terms and conditions that may apply, visit that merchant's website or contact the merchant directly.



You release us, 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 or use of our Programs, Products and Services and Program Materials.

## **APPOINTMENTS**

### **Rescheduling or Cancelling Appointments.**

If you have booked a Diabetes Consult or any other meeting with us in any medium including but not limited to by telephone, Zoom call, Skype ("Appointment") and you need to reschedule or cancel, you must contact us at least 24 hours in advance so we may select an alternative and mutually agreeable time for your make-up session. However, for appointments that you attempt to reschedule or cancel less than 24 hours in advance of the scheduled time of the Appointment, you forfeit the Appointment and you will not have the opportunity to reschedule it or make it up.

### **Missed Appointments.**

Should you miss your scheduled Appointment without providing at least 24 hours advance notice, you forfeit it. Because we have made time available in the schedule, it affects how many other clients may be served, and for that reason, we do not offer makeup sessions for "no-shows" or missed appointments.

## **REFUND POLICY**

Your satisfaction with your Programs, Products and Services and Program Materials is important to us. Yet, because of the extensive time, effort, preparation, and care that goes into creating and/or providing our Programs, Products and Services and Program Materials, **we have a no refund policy**. Unless otherwise provided by law, you acknowledge that we do not offer refunds for any portion of your payment for any of our Programs, Products and Services and Program Materials, and no refunds will be provided to you at any time. By using and/or purchasing any of our Programs, Products and Services and Program Materials, you understand and agree that **all sales are final upon signing the contract, and that our fee is fully payable at that time, and no refunds will be provided**.

## **CONFIDENTIALITY AND PRIVACY**

**Our Privacy Policy forms part of these Terms of Use and may be found below**

### **Termination**

***You have the right to terminate your use of or participation in our Programs, Products, or Services, Program Materials and Copy at any time by contacting us IN WRITING, including by e-mail.***

We reserve the right in our sole discretion to refuse or terminate your access to our Programs, Products and Services, Program Materials or Copy, in full or in part, at any time, without notice, by sending you an email to the email address you provided to us during registration or enrollment.

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 and Services, and/or our Program Materials, including but not limited to our website, private forum, email communications, Facebook groups, Zoom calls, live webinars or conference calls, recordings of any such communications, or any other method of communications related to our Programs, Products and Services and Program Materials at any time without notice and in our sole discretion.

### **Dispute Resolution**

It is hoped that should we ever have any differences, we will be able to work them out amicably through email correspondence and telephone conference calls. However, should we be unable to seek resolution within a reasonable time as determined in our sole discretion, you agree now that the only method of legal dispute resolution that will be used is binding arbitration before a single arbitrator who practices in the province of British Columbia, selected jointly by us. Before seeking arbitration, you must contact us in writing, and include all of your reasons for dissatisfaction with your program, Products and Services or Program Materials. 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, punitive or aggravated 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 in any court of competent jurisdiction in British Columbia.

**By purchasing our Programs, Products and Services or Program Materials, you are agreeing to a modification of the statute of limitations such that any arbitration must be begun within one (1) year of the date of your email referenced above or you waive the right to seek dispute resolution by arbitration or to take any other legal action against us.**

You also agree that should arbitration take place, it will be held in the City of Vancouver, in the Province of British Columbia, Canada, as this is where our business is located, and you further agree that the winning party shall be entitled to all reasonable lawyer's 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, whether in public or in private including but not limited to on social media, either directly or indirectly, designed to disparage us, our company, or any of our Programs, Products and Services or Program Materials. Where requested by law or arbitration, of course, you are not prohibited from sharing your thoughts and opinions as part of the legal process.

#### **Governing Law**

These Terms of Use and all contracts and agreements between us shall be construed and interpreted according to the laws and regulations of the province of British Columbia and Canada.

#### **Survival**

These 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 survive the termination of our agreement by either you or by us.

#### **ENTIRE AGREEMENT**

These Terms of Use supersede all prior representations, arrangements, negotiations, understandings and agreements between you and us, both written and oral, relating to the Programs, Products and Services or Program Materials which you have purchased from us, and sets forth the entire complete and exclusive agreement and understanding between us. Further neither of us has relied on any representation, arrangement, understanding or agreement (whether written or oral) not expressly set out or referred to in these Terms of Use.

#### **SEVERABILITY**

If any provisions in the Agreement are construed by a court of competent jurisdiction to be void or unenforceable for any reason, it shall be deemed to be severed from the Agreement and shall not affect the validity or enforceability of all other provisions in the Agreement, which shall remain in full force.

#### **TIME**

Time shall be of the essence in all respects of the Agreement.

## **Contacting Us**

Whenever a provision in these Terms of Use state that you are to contact us in writing, we ask that you send an email to [kelly@kellydixonwellness.com](mailto:kelly@kellydixonwellness.com)

If you have any questions about any provisions in these Terms of Use, please contact us.

## **PRIVACY POLICY**

### **Introduction**

We use a number of safeguards to protect the privacy of our users and the confidentiality of their Personal Information including Personal Health Information (collectively referred to together in this Privacy Policy as “Confidential Information”).

This Privacy Policy summarizes how we collect, use, disclose, retain, dispose of, destroy and protect information as well as other information that does not identify an individual in the course of providing our services. We are committed to complying with this Policy and with applicable Provincial and Federal privacy legislation.

### **Confidential Information.**

To enrol in, purchase, or use our Products or Services, we may seek personal data or information including your name, email 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, writing sample, copy, or any other submission to us when using or participating in our Products or Services (“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 to provide you with better Services. In addition, we may use such data in Confidential Information for the following reasons: (1) for internal record-keeping; (2) to improve our Products or Services; (3) to periodically send promotions about new 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 and Services that you purchase or use according to your interests; and/or (6) for support or communication related to your program, product, service or Programs and Services.

We will not sell or rent this information to anyone. We will not collect personal information indiscriminately. We will limit the amount and the type of information we collect to that necessary to fulfill the purposes we have identified to you, or as otherwise permitted or required by law.

Unless you ask us not to, we may contact you via email in the future to tell you about specials, new products or services, or changes to this privacy policy.

#### **Storage.**

All data and Confidential Information is 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 email 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.

#### **Security.**

We have reasonable security measures in place to prevent the loss, misuse, and alteration of the Confidential Information, but we make no assurances about our ability to prevent any such loss, misuse, to you or to any third party arising out of such loss, misuse, or alteration. However, due to the nature of the Internet, we cannot completely ensure or warrant the security of your Confidential Information or any other data or information transmitted to us or through our services; therefore, submitting Confidential Information, data or other information to us is done at your own risk. Submitting contributions or information on or through our Website 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 your use of our Products or Services and you agree that you are assuming such risks.

#### **Disclosure of Confidential Information.**

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 these provisions in our Terms of Use; (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 or investors; (5) to protect and defend our rights or our 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 explicit 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 Products or Services, website, or social media, the Confidential Information or other information that you share can also be seen, collected, and used by others. 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.

#### **How We Use Cookies.**

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 browsers settings. However, disabling this function may diminish your experience on the website and some features of our Programs, Products and Services or Program 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 or and Services.

#### **Privacy Officer.**

If you have any concerns about your Confidential Information or wish to obtain a Copy of the Confidential Information you have provided to us, please contact our Privacy Officer in writing. Their email address is **[kelly@kellydixonwellness.com](mailto:kelly@kellydixonwellness.com)**.