

Pain-Free Weight Loss System Privacy Policy and Terms & Conditions

Refund Policy

After the purchase of each monthly installment is complete, there are no refunds provided. All payments must be made according to the payment schedule.

Lifetime or ongoing access policy:

You have 4 months of access to the Pain-Free Weight Loss System content hub as long as your payments are up-to-date. Upon cancellation of your membership, you will be removed from the content hub, program Facebook group and access to coaching will cease. Any unused 1:1 coaching calls will no longer be available for use after the program timeframe is complete.

Monthly payment plan policy:

If you are on a monthly payment plan, you are required to complete all of your monthly payments regardless of your activity in the Pain-Free Weight Loss System. Failure to complete your monthly payments may result in denied access to your content hub and coaching.

Declined payment policy:

As a client in the Pain-Free Weight Loss System, you are required to complete all of your monthly payments. You have 5 business days from the date of the payment decline to bring your account into good standing. Failure to bring your account into good standing may result in denied access to your monthly products, content hub and coaching.

1:1 call cancellation, reschedule and no show policy:

The Pain-Free Weight Loss System requires 1 business day notice to cancel or reschedule a 1:1 coaching session. We understand that emergencies occur and will be treated on a case by case basis. If you have a 1:1 coaching session scheduled and do not show up for your scheduled appointment, you will have 1 opportunity to reschedule. If you do not show up for that rescheduled session you will forfeit the session and will not be able to rebook it.

Privacy Policy:

What information do we collect?

We collect information from you when you register on the site, place an order, enter a contest or sweepstakes, respond to a survey or communication such as e-mail, or participate in another site feature.

When ordering or registering, we may ask you for your name, e-mail address, mailing address, phone number, credit card information or other information. You may, however, visit our site anonymously.

Like many websites, we use cookies to enhance your experience and gather information about visitors and visits to our websites. Please refer to the do we use cookies section below for information about cookies and how we use them.

How do we use your information?

We may use the information we collect from you when you register, purchase products, enter a contest or promotion, respond to a survey or marketing communication, surf the website, or use certain other site features in the following ways:

To personalize your site experience and to allow us to deliver the type of content and product offerings in which you are most interested.

To allow us to better service you in responding to your customer service requests. To quickly process your transactions.

To administer a contest, promotion, survey or other site feature.

If you have opted-in to receive our e-mail newsletter or free ebook reports, we will send you educational and marketing e-mails.

If you would no longer like to receive promotional e-mail from us, please refer to the "How can you opt-out, remove or modify information you have provided to us?" section below.

If you have not opted-in to receive e-mail newsletters, you will not receive these e-mails. Visitors who register or participate in other site features such as marketing programs and 'members-only' content will be given a choice whether they would like to be on our e-mail list and receive e-mail communications from us.

Do We Use Cookies?

As you browse Living with Elevation LLC, Pain-Free Weight Loss System, & April Martinez ND sites, advertising cookies will be placed on your computer so that we can understand what you are interested in.

How do we protect visitor information?

We implement a variety of security measures to maintain the safety of your personal information. Your personal information is contained behind secured networks and is only accessible by a limited number of persons who have special access rights to such systems, and are required to keep the information confidential. When you place orders or access your personal

information, we offer the use of a secure server. All sensitive/credit information you supply is transmitted via Secure Socket Layer (SSL) technology and then encrypted into our databases to be only accessed as stated above.

Do we disclose the information we collect to outside parties?

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information unless we provide you with advance notice, except as described below. It does not include website hosting partners and other parties who assist us in operating our website, conducting our business, or servicing you, so long as those parties agree to keep this information confidential. We may also release your information when we believe release is appropriate to comply with the law, enforce our site policies, or protect ours or others' rights, property, or safety.

However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

How can you opt-out, remove or modify information you have provided to us?

To modify your e-mail subscriptions, you can find an unsubscribe link at the bottom of each email. Please note that due to email production schedules you may receive any emails already in production. Please note that we may maintain information about an individual sales transaction in order to service that transaction and for record keeping.

Third party links:

In an attempt to provide you with increased value, we may include third party links on our site. These linked sites have separate and independent privacy policies. We, therefore, have no responsibility or liability for the content and

activities of these linked sites. Nonetheless, we seek to protect the integrity of our site and welcome any feedback about these linked sites (including if a specific link does not work).

Changes to our policy:

If we decide to change our privacy policy, we will post those changes on this page. Policy changes will apply only to information collected after the date of the change. This policy was last modified on 1/29/24.

Questions and feedback:

We welcome your questions, comments, and concerns about privacy. Please send us any and all feedback pertaining to privacy, or any other issue.

Online Policy Only: This online privacy policy applies only to information collected through our website and not to information collected offline.

Terms and Conditions Policy:

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING ANY WEBSITES ASSOCIATED WITH LIVING WITH ELEVATION LLC. All users of these sites agree that access to and use of this site is for personal use and is subject to the following terms and conditions and other applicable law. If you do not agree to these terms and conditions, please do not use these sites.

TERMS AND CONDITIONS:

The Website Standard Terms And Conditions contained herein on this webpage, shall govern your use of this Website, including all pages within this Website (collectively referred to herein below as this "Website"). These Terms apply in full force and effect to your use of these Websites and by using these Websites, you expressly accept all terms and conditions contained herein in full. You must not use these Websites, if you have any objection to any of

these Website Standard Terms And Conditions.

COPYRIGHT

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TRADEMARKS

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WARRANTY AND MEDICAL DISCLAIMER

This Website and the materials and products on this Website are provided “as is” and without warranties of any kind, whether expressed or implied. To the fullest extent permissible pursuant to applicable law, Living with Elevation LLC

disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability for a particular purpose and non-infringement. Living with Elevation LLC does not represent or warrant that the functions contained in the Websites will be uninterrupted or error-free, that the defects will be corrected, or that these Websites or the server that makes the Websites available are free of viruses or other harmful components. Living with Elevation LLC does not make any warranties or representations regarding the use of the materials on these Websites in terms of their correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise.

The Sites Do Not Provide Medical Advice. The contents of the Living with Elevation LLC websites, such as text, graphics, images, programs, information obtained from Living with Elevation LLC or SHAPE ReClaimed, and any other material contained on the Living with Elevation LLC Site ("Content") are for informational purposes only. The Content is not intended to be a substitute for professional medical advice, diagnosis or treatment. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something you read on the Living with Elevation LLC Sites.

LIMITATION OF LIABILITY

Living with Elevation LLC shall not be liable for any special or consequential damages that result from the use of, or the inability to use, the materials on this Website or the performance of the products, even if Living with Elevation LLC has been advised of the possibility of such damages. Applicable law may not allow the limitation of exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you.

FOR EDUCATIONAL AND INFORMATIONAL PURPOSES ONLY

The information provided in or through these Websites are for educational

and informational purposes only and solely as a self-help tool for your own use.

PERSONAL RESPONSIBILITY

You aim to accurately represent the information provided to us on or through our Websites. You acknowledge that you are participating voluntarily in using our Websites and that you are solely and personally responsible for your choices, actions and results, now and in the future. You accept full responsibility for the consequences of your use, or non-use, of any information provided on or through these Websites, and you agree to use your own judgment and due diligence before implementing any idea, suggestion or recommendation from our Websites to your life, family or business.

CODE OF CONDUCT

You may not use Living with Elevation LLC or SHAPE ReClaimed for any illegal or unauthorized purpose. In addition to the laws of Wyoming and the United States of America, you also agree to comply with all local laws that apply to your use of the Websites. You may not use the Websites in any manner which could disable, overburden, damage, or impair the Websites, or interfere with any other party's use and enjoyment of the Websites. You agree that you are responsible for your own conduct and communications while using the Websites and for any consequences of that use. You agree that when using the Websites, you will not post or upload any inappropriate, promotional, defamatory, destructive, obscene, or unlawful content; defame, abuse, harass, or otherwise violate the legal rights (such as rights of privacy and publicity) of others or upload dangerous or harmful files. Living with Elevation LLC reserves the right to remove individuals from our community in instances of misconduct.

NO GUARANTEES

Living with Elevation LLC is to support and assist you in reaching your own goals, but your success depends primarily on your own effort, motivation, commitment and follow-through. Living with Elevation LLC cannot predict and does not guarantee that you will attain a particular result, and you accept and understand that results differ for each individual. Each individual's results depend on his or her unique background, dedication, desire, motivation, actions, and numerous other factors. You fully agree that there are no guarantees as to the specific outcome or results you can expect from using the information you receive on or through these Websites.

PURCHASES AND SUBSCRIPTIONS

If you wish to purchase any product or service made available through the Website ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your name, phone number, email address, physical address, credit card information and geographic location. Please view our Privacy Policy for more information on how we use your personal information. Some parts of the Pain-Free Weight Loss System may be billed on a payment plan basis. You will be billed in advance on a recurring basis as per the payment plan agreement.

INDEMNIFICATION AND RELEASE OF CLAIMS

You hereby fully and completely hold harmless, indemnify and release Living with Elevation LLC and any of its agents, consultants, affiliates, team members, joint venture partners, employees, shareholders, directors, staff, team members, or anyone otherwise affiliated with the business from any and all causes of action, allegations, suits, claims, damages, or demands whatsoever, in law or equity, that may arise in the past, present or future that is in any way related to our Websites.

ERRORS AND OMISSIONS

Although every effort is made to ensure the accuracy of information shared on or through these Websites, the information may inadvertently contain inaccuracies or typographical errors. You agree that Living with Elevation LLC is not responsible for the views, opinions, or accuracy of facts referenced on or through the Websites, or of those of any other individual or company affiliated with Living with Elevation LLC in any way. Because scientific, technology and business practices are constantly evolving, you agree that Living with Elevation LLC is not responsible for the accuracy of our Websites, or for any errors or omissions that may occur.

NO ENDORSEMENT

References or links in our Websites to the information, opinions, advice, programs, products or services of any other individual, business or entity does not constitute our formal endorsement Living with Elevation LLC and is merely sharing information for your own self-help. Living with Elevation LLC is not responsible for the Website content, blogs, e-mails, videos, social media, programs, products and/or services of any other person, business or entity that may be linked or referenced in our Websites. Conversely, should our Websites link appear in any other individuals, businesses or entities Websites, program, product or services, it does not constitute our formal endorsement of them, their business or their Website either.

AFFILIATES

From time to time, we may promote, affiliate with, or partner with other individuals or businesses whose programs, products and services align with mine. There may be instances when we promote, market, share or sell programs, products or services for other partners and in exchange we may receive financial compensation or other rewards. Living with Elevation LLC is highly selective and only promotes the partners whose programs, products and/or services we respect. At the same time, you agree that any such

promotion or marketing does not serve as any form of endorsement whatsoever. You are still required to use your own judgment to determine that any such program, product or service is appropriate for you. You are assuming all risks, and you agree that Living with Elevation LLC is not liable in any way for any program, product or service that I may promote, market, share or sell on or through our Website.

VARIATION

Living with Elevation LLC shall have the right in its absolute discretion at any time and without notice to amend, remove or vary the Services and/or any page of this Website.

COMPLAINTS

Living with Elevation LLC offers support to our clients a complaints handling procedure which we will use to try to resolve disputes when they first arise, with a solution that is mutually agreeable to both the client and Living with Elevation LLC. Please let us know if you have any complaints or comments at support@aprilmartineznd.com.

SEVERABILITY

If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

ENTIRE AGREEMENT

These Terms, including any legal notices and disclaimers contained on this Website, constitute the entire agreement between Living with Elevation LLC and you in relation to your use of this Website, and supersede all prior agreements and understandings with respect to the same.

By using our Websites you are agreeing to all parts of the above Disclaimer. If you have any questions about this Disclaimer, please email support@aprilmartineznd.com.

Medical Disclaimer:

DISCLAIMER: THIS CONTENT DOES NOT PROVIDE MEDICAL ADVICE.

The information, including but not limited to text, video, audio, graphics, live video or comments ('CONTENT') and any other material contained in on this site are for informational purposes only. No CONTENT published or verbally provided is intended to be a substitute for professional medical advice, diagnosis, or treatment. Always, seek the advice of your medical professional or qualified health care provider with any questions you may have regarding a medical condition or treatment and before undertaking a new health care regimen. Never disregard professional medical advice or delay in seeking it because of something you read on this site.

Testimonial and use of testimonial policy:

By submitting the testimonial form you are agreeing to allow Living with Elevation LLC to use your testimonial for marketing purposes on all Living with Elevation LLC websites and social media pages. You agree to allow Living with Elevation LLC to adjust the testimonial in any way they see fit without your written permission or consent.

ENTIRE AGREEMENT

These Terms, including any legal notices and disclaimers contained on this Website, constitute the entire agreement between Living with Elevation LLC and you in relation to your use of this Website, and supersede all prior agreements and understandings with respect to the same.

By using our Websites you are agreeing to all parts of the above Disclaimer. If you have any questions about this Disclaimer, please email support@aprilmartineznd.com.