# **Program Policies**

## 1. Refund Policy: No Refunds

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

# 2. Lifetime or ongoing access policy:

You have ongoing access to the Aging Beautifully content hub. That means that after your program timeframe is complete, you will retain access to the content hub. After your program timeframe is complete, you will be removed from the program Facebook group and access to coaching will cease.

## 3. 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 Aging Beautifully. Failure to complete your monthly payments may result in denied access to your content hub and coaching.

# 4. Declined payment policy:

As a client in Aging Beautifully, you are required to complete all of your 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 content hub.

5. MEDICAL DISCLAIMER: THIS CONTENT DOES NOT PROVIDE MEDICAL ADVICE. The information, including using 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 healthcare 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.

# 6. Friends & Family Discount Policy:

If you refer a friend or family member to Aging Beautifully you and your friend or family member who joins Aging Beautifully will receive an extra month in the Aging Beautifully Facebook group which includes access to coaching. There is no monetary compensation or discount for referrals.

## 7. Testimonial and use of testimonial policy:

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

## 8. Discount Policy:

Stacey Tosh Wellness does not offer discounts unless otherwise advertised during a specific promotional period. If the specific promotional period has ended, no discount will be offered.

# 9. Hours Of Operation:

Stacey Tosh Wellness offers the following hours of operation and are subject to change without any notice. M-F 9 am- 2 pm MT . All client communication will be responded to within 1 business day or sooner during regular business hours. This includes responses inside of Aging Beautifully Facebook group.

### **DISCLAIMER**

This Disclaimer (the "Disclaimer"), in concert with our Terms and Conditions and Privacy Policy determine the rules of how you can use this Site and any of Stacey Tosh Wellness' social media profiles, and how you access our content and services, either as a paying customer or simply a website visitor.

- Not Professional Advice. Nothing shared on this Site by Stacey Tosh Wellness is
  professional medical advice. This is simply a compilation of content and services that
  Stacey Tosh Wellness is providing. Stacey Tosh Wellness and its services are not a
  substitute for professional advice or diagnosis. Please seek professional advice before
  engaging with our services and clearly understand that Stacey Tosh Wellness' services
  are not a substitute for professional advice.
- Video Disclaimer. In engaging with the content and videos shared on Stacey Tosh Wellness' Site and other platforms, including Youtube, you hereby release Stacey Tosh Wellness from any liability related to any injuries or issues which may arise from engaging with, participating in, or viewing this content. YOU ARE RESPONSIBLE FOR YOUR OWN ACTIONS WHEN ACCESSING THIS CONTENT. This content is posted for educational and informational purposes only and is not tailored to you specifically in any way. Please note that this content is simply Stacey Tosh Wellness' interpretation and approach, and that Stacey Tosh Wellness makes no representations about its efficacy and does not promise or guarantee any specific results. Please feel free to connect with Stacey Tosh Wellness to ask us any questions. All communications should be directed to stacey@staceytoshwellness.com.
- 3. Social Media. This Disclaimer applies to Stacey Tosh Wellness' Site, content, services, and all social media. Specifically:
  - 3.1. Instagram: @staceytoshwellness
  - 3.2. Facebook: @staceytoshwellness
  - 3.3. Pinterest @staceytoshwellness
  - 3.4. TicTok @staceytoshwellness
- 4. No Guarantees. You understand that Stacey Tosh Wellness makes no guarantees whatsoever regarding any results based on any action or inaction based on the information we share or services we provide through the Site. At the end of the day, we will not be responsible or make any promises for what will happen in your life and health.
- 5. Intention. The intention of the information we share and post on the Site is for informational and promotional purposes only.

- 6. Affiliate Links. Please assume that, for every recommendation, link, and product we use, the following holds true: we have been given a product (e.g., tool, supplement, food, software, technology, clothes, equipment, etc.) that we thought may be of interest to our readers/followers to test and write about. And after we do our own research and decide this item is of value to ourselves, our community, or our clients, we choose to promote that item and we may get compensated for it. We only mention items that we believe in and feel would be a benefit to you.
- 7. Not a Client. By accessing and using the Site, there is no client-professional relationship created between you and Stacey Tosh Wellness. You will only be a client once we enter into an agreement regarding the services or when you sign a contract that we send to you, thereby officially creating a professional-client relationship.
- 8. Mistakes. We are committed to doing our best. All of the content we put on the Site is intended to be as accurate as possible and to be as helpful as possible in providing you our content and services. That being said, please understand that we are human and can make mistakes, and there is a chance (albeit very small) that information on the Site may be inaccurate. If this happens, we will rectify it as soon as it comes to our attention! We will never intentionally mislead you and we are committed to providing you with the best content and services. If you have any issues with this, you are always welcome to stop using the Site.
- 9. No Warranties. Stacey Tosh Wellness makes no promises that the Site or third-party programs we use to offer our services and products will always be operational. If something goes wrong, obviously, we'll do everything we can to fix it ASAP. We also make no representations or warranties of any kind around any of the content we produce or share on the Site. To the maximum extent permissible by State of Arizona laws, Stacey Tosh Wellness disclaims all warranties regarding all information, products and services offered on or through the Site.
- 10. Reach Out. Please feel free to connect with Stacey Tosh Wellness to ask us any questions. All communications should be directed to <a href="mailto:Stacey@staceytoshwellness.com">Stacey@staceytoshwellness.com</a>.

## Privacy Policy:

Consent of Collection of Information.

By submitting Personal Information to Stacey Tosh Wellness and its Site or any of its service providers, you agree and consent to the collection of your Personal Information and consent to the use, disclosure and transfer of your PersonalInformation in accordance with the provisions of this Privacy Policy. You may always refuse or withdraw your consent by contacting Stacey Tosh Wellness at Stacey@staceytoshwellness.com. You understand that if you withdraw your consent, Stacey Tosh Wellness may not be able to continue to offer its services and provide its information to you.

## 2. What information do we collect?

- 2.1. 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.
- 2.2. 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.
- 2.3. 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.

## 3. How do we use your information?

- 3.1. 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:
- 3.2. To personalize your site experience and to allow us to deliver the type of content and product offerings in which you are most interested.
- 3.3. To allow us to better service you in responding to your customer service requests. To quickly process your transactions.
- 3.4. To administer a contest, promotion, survey or other site feature.
- 3.5. If you have opted-in to receive our email newsletter or free ebook reports, we will send you educational and marketing emails.

If you would no longer like to receive promotional email 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 email newsletters, you will not receive these emails. Visitors who register or participate in other site features such as marketing programs and

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'members-only' content will be given a choice whether they would like to be on our email list and receive e-mail communications from us. As you browse Stacey Tosh Wellness & Aging Beautifully sites, advertising cookies will be placed on your computer so that we can understand what you are interested in.

## 4. 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.

## 5. 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.

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

To modify your email 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.

## 7. 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).

# 8. 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 5/21/2024.

#### 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.

## 10. 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 Stacey Tosh Wellness, 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.

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Stacey Tosh Wellness, 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 Stacey Tosh Wellness, 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 Stacey Tosh Wellness, LLC for any illegal or unauthorized purpose. In addition to the laws of Arizona and the United States, 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. Stacey Tosh Wellness, LLC reserves the right to remove individuals from our community in instances of misconduct.

# **NO GUARANTEES**

Stacey Tosh Wellness 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. Stacey Tosh Wellness 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 [INSERT PROGRAM NAME] may be billed on a payment plan basis. You will be billed in advance on a recurring basis as per the payment plan agreement.

#### **EARNINGS DISCLAIMER**

Any earnings, income statements or examples of success shown through our Websites are only estimates of what might be possible now or in the future. There can be no assurance as to any particular outcome based on the use of our Websites. You agree that Stacey Tosh Wellness,

LLC is not responsible for the success or failure of your personal or business decisions, the increase or decrease of your finances or income level, or any other result of any kind that you may have as a result of information presented to you through our Website. You are solely responsible for your results.

#### INDEMNIFICATION AND RELEASE OF CLAIMS

You hereby fully and completely hold harmless, indemnify and release Stacey Tosh Wellness, 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 Stacey Tosh Wellness, 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 Stacey Tosh Wellness, LLC in any way. Because scientific, technology and business practices are constantly evolving, you agree that Stacey Tosh Wellness, LLC is not responsible for the accuracy of our Websites, or for any errors or omissions that may occur.

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## **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. Stacey Tosh Wellness, 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 Stacey Tosh Wellness, 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**

Stacey Tosh Wellness, 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**

Stacey Tosh Wellness, 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 Stacey Tosh Wellness, LLC. Please let us know if you have any complaints or comments at stacey@staceytoshwellness.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 Stacey Tosh Wellness, LLC and you in relation to your use of this Website, and supersede all prior agreements and understandings with respect to the same.

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