

26.45 Terms / Privacy Policy / Program Policies

PRIVACY POLICY

This page informs you of our policies regarding the collection, use and disclosure of Personal Information we receive from users of the Site. We use your Personal Information only for providing and improving the Site. By using the Site, you agree to the collection and use of information in accordance with this policy.

WHAT IS CONSIDERED PERSONAL INFORMATION?

Personal information refers to information such as your name, address, email address, geographic location, purchase history, gender, credit card information and browsing habits on our site.

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.

We also collect information about gift recipients so that we can fulfill the gift purchase.

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.

WE MAY PROCESS THE FOLLOWING CATEGORIES OF PERSONAL DATA ABOUT YOU:

- **Communication Data** that includes any communication that you send to us whether that be through the contact form on our website, through email, text, social media messaging, social media posting or any other communication that you send us. We process this data for the purposes of communicating with you, for record keeping and for the establishment, pursuance or defense of legal claims. Our lawful ground for this processing is our legitimate interests which in this case are to reply to communications sent to us, to keep records and to establish, pursue or defend legal claims.
- **Customer Data** that includes data relating to any purchases of goods and/or services such as your name, title, billing address, delivery address email address, phone number, contact details, purchase details and your card details. We process this data to supply the goods and/or services you have purchased and to keep records of such transactions. Our lawful ground for this processing is the performance of a contract between you and us and/or taking steps at your request to enter into such a contract.
- **User Data** that includes data about how you use our website and any online services together with any data that you post for publication on our website or through other online services. We process this data to operate our website and ensure relevant content is provided to you, to ensure the security of our website, to maintain back- ups of our website and/or databases and to enable publication and administration of our website, other online services and business. Our lawful ground for this processing is our legitimate interests which in this case are to enable us to properly administer our website and our business.
- **Technical Data** that includes data about your use of our website and online services such as your IP address, your login data, details about your browser, length of visit to pages on our website, page views and navigation paths, details about the number of times you use our website, time zone settings and other technology on the devices you use to

access our website. The source of this data is from our analytics tracking system. We process this data to analyze your use of our website and other online services, to administer and protect our business and website, to deliver relevant website content and advertisements to you and to understand the effectiveness of our advertising. Our lawful ground for this processing is our legitimate interests which in this case are to enable us to properly administer our website and our business and to grow our business and to decide our marketing strategy.

- **Marketing Data** that includes data about your preferences in receiving marketing from us and our third parties and your communication preferences. We process this data to enable you to partake in our promotions such as sales offers, affiliate offers, free contests with give-aways, to deliver relevant website content and advertisements to you and measure or understand the effectiveness of this advertising. Our lawful ground for this processing is our legitimate interests which in this case are to study how customers use our products/services, to develop them, to grow our business and to decide our marketing strategy. We may use Customer Data, User Data, Technical Data and Marketing Data to deliver relevant website content and advertisements to you (including Facebook adverts or other display advertisements) and to measure or understand the effectiveness of the advertising we serve you. Our lawful ground for this processing is legitimate interests which is to grow our business. We may also use such data to send other marketing communications to you. Our lawful ground for this processing is either consent or legitimate interests (namely to grow our business).

SENSITIVE DATA

We do not collect any Sensitive Data about you. Sensitive data refers to data that includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health and genetic and biometric data. We do not collect any information about criminal convictions and offenses.

MARKETING COMMUNICATIONS

Our lawful ground of processing your personal data to send you marketing communications is either your consent or our legitimate interests (namely to grow our business).

Under the Privacy and Electronic Communications Regulations, we may send you marketing communications from us if (i) you made a purchase or asked for information from us about our goods or services or (ii) you agreed to receive marketing communications and in each case you have not opted out of receiving such communications since. Under these regulations, if you are a limited company, we may send you marketing emails without your consent. However you can still opt out of receiving marketing emails from us at any time.

You can ask us or third parties to stop sending you marketing messages at any time simply by unsubscribing from emails via the unsubscribe button which can be found at the bottom of each email or by sending example@EdwardFrancisGordon.com an email with your request to stop receiving emails.

If you opt out of receiving marketing communications this opt-out does not apply to personal data provided as a result of other transactions, such as purchases, warranty registrations etc.

DISCLOSURE OF YOUR PERSONAL DATA:

We may have to share your personal data with the parties set out below:

- **Service providers who provide IT and system administration services.**
- **Professional advisers including lawyers, bankers, auditors and insurers.**
- **Government bodies that require us to report processing activities.**
- **3rd party technology platforms and advertisers that support the running and growth of Lori Kennedy Inc.**

We require all third parties to whom we transfer your data to respect the security of your personal data and to treat it in accordance with the law. We only allow such third

parties to process your personal data for specified purposes and in accordance with our instructions.

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 email newsletter, free challenges, or a free ebook, 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 ‘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.

DATA SECURITY

We have put in place security measures to prevent your personal data from being accidentally lost, used, altered, disclosed, or accessed without authorisation. We also allow access to your personal data only to those employees and partners who have a

business need to know such data. They will only process your personal data on our instructions and they must keep it confidential.

We have procedures in place to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach if we are legally required to.

DATA RETENTION

We will only retain your personal data for as long as necessary to fulfill the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

When deciding what the correct time is to keep the data for we look at its amount, nature and sensitivity, potential risk of harm from unauthorized use or disclosure, the processing purposes, if these can be achieved by other means and legal requirements.

For tax purposes the law requires us to keep basic information about our customers (including Contact, Identity, Financial and Transaction Data) for seven years after they stop being customers.

In some circumstances we may anonymise your personal data for research or statistical purposes in which case we may use this information indefinitely without further notice to you.

COOKIES

As you browse The Wellness Business Hub, advertising cookies will be placed on your computer so that we can understand what you are interested in. Cookies are files with small amount of data, which may include an anonymous unique identifier. Cookies are sent to your browser from a web site and stored on your computer's hard drive. To opt out of cookies, find and select the settings tab of your internet browser and click "block third party cookies and site data" or de-select the "accept cookies" box.

ORDERING PRODUCTS ON OUR SITE

We will request information from you on our order forms for purchase of products. To

buy from us, you must provide contact information (like name and shipping address) and financial information (like credit card number, expiration date). This information is used for billing purposes and to fill your orders. If we have trouble processing an order, we'll use this information to contact you.

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 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.

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).

YOUR ACCESS TO AND CONTROL OVER INFORMATION

You may opt out of any future contacts from us at any time. You can do the following at any time by contacting us via the email address or phone number given on our website:

See what data we have about you, if any.

Change/correct any data we have about you.

Have us delete any data we have about you.

Express any concern you have about our use of your data.

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 January 12th, 2024.

ONLINE PRIVACY POLICY

This privacy policy refers only to information collected through our websites, and does not apply to information collected in person at events, coaching calls or social media.

YOUR CONSENT

In using our site, you agree to our privacy policy.

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 via email at:

example@EdwardFrancisGordon.com

TERMS & CONDITIONS

Introduction

Welcome to www.edwardfrancisgordon.com (the "Website"). The Website is owned and operated by Edward Francis Gordon LLC. ("EFG", "us" or "we"). These terms also include any and all websites used by us to access any and all EFG Virtual Events.

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE WEBSITE. By using the Website, you signify your agreement to these Terms of Use. If you do not agree to these Terms of Use, you may not use the Website. In addition, when you use any of our current or future services, you will also be subject to our guidelines, terms, conditions and agreements applicable to those services. If these Terms of Use are inconsistent with the guidelines, terms and agreements applicable to those services, these Terms of Use will control.

Privacy and Your Account

Please review our *Privacy Policy*, which also governs your visit to the Website, to understand our privacy practices.

We encourage parents to share self empowerment with their children however you must be 18 to use this website. We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders at our sole discretion.

Consideration

You agree that these Terms of Use are supported by reasonable and valuable consideration, the receipt and adequacy of which you hereby acknowledge, including, without limitation, your access to and use of the Website and data, materials and information available at or through the Website.

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 Edward Francis Gordon. doing business as Edward Francis Gordon LLC.

“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.

“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.

“Website” means the website maintained by Edward Francis Gordon LLC at www.edwardfrancisgordon.com and any affiliated or subsequent website

HOW YOU MAY USE OUR PROGRAMS, PRODUCTS AND SERVICES AND PROGRAM MATERIALS

You consent to use our Website, 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 Website, 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.

Our Website, 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 our Website, 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 Website, Programs, Products, 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 Website, Programs, Products, 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.

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You are being granted a limited license to use our Website, Program, Products, 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 Website, Programs, Products, Services, and Program Materials in the following manner:

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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.

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We reserve the right to discontinue providing podcast(s) and to require that you cease accessing or using the podcast(s) or any elements of the podcast at any time for any reason.

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:

You will not copy, share or steal our Programs, Products and Services, or Program Materials or any parts of them.

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.

You will not engage in the Improper and/or Unauthorized Use of our Programs, Products and Services.

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 license to use our Programs, Products and Services, and Program Materials.

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.

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.

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, 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 Website, 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:

1. When you submit to us or post any comment, photo, image, video or any other submission for use on or through our Website, Programs, Products, 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.
2. 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 Website and 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, and 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.

Diversity & Inclusion Policy

Edward Francis Gordon LLC and its community, Website, Products, Programs and Services offered are open and accessible to all ambitious and driven people who want to fulfill their life purpose and make a bigger difference from anywhere in the world, from any background, culture or intersection and/or any intersectionality wanting to help create paradigm shifts in the world right here, right now.

We value differences and diversity.

Our diversity policy is applicable—but not limited—to our practices and policies; training; promotions; programs; and the ongoing development of a platform built on the premise of gender and diversity equity that encourages and enforces respectful communication and cooperation between all users of this platform and user contributions to the communities we serve to promote a greater understanding and respect for the diversity. All users of the platform have a responsibility to treat others with dignity and respect at all times. All users are expected to exhibit conduct that reflects inclusion. Any user found to have exhibited any inappropriate conduct or behavior against others may be subject to removal from our platform. Users who believe they have been subjected to any kind of discrimination that conflicts with our diversity policy should contact us at example@edwardfrancisgordon.com.

Community and Commenting Policy

We request constructive and positive feedback and use the feedback received to improve our client experience. It is our priority to create an experience for our clients to ensure that they remain clients for the life-span of their career. We value our clients and community for the deep participation that occurs within the comment section of our site and platforms. Here are some tips to consider when commenting:

- **Read** with your audience in mind: Is your comment appropriate for the community?
- **Revise**: Can I make this calmer and clearer? Can I be more concise?

- **Support what you say:** Can I make negative feedback more constructive? Can I elaborate further on positive feedback? Can I provide sources that support my claim?
- **Review how you say it:** Does my comment encourage a healthy discussion or is it going to put others on the defensive?

To help you avoid the frustrations of comment removal, here are some reasons your comment may be removed:

Not appropriate for the platform;

Inappropriate language;

Terms of Use violations;

Excessively posting the same comment or link;

Stereotyping, i.e sweeping generalizations of any group or individual based on race, gender, religion, sexual orientation, ability or age.

If you see something that you think may violate our guidelines, please help us by emailing: example@EdwardFrancisGordon.com . We will review these reports and work as quickly as possible to remove content that doesn't meet our guidelines.

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 judgment in using our Website, Programs, Products, 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:

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 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.

Legal and Financial Disclaimer.

Our Programs, Products and Services and Program Materials are not to be perceived OR relied upon in any way as business, financial or legal advice. The information provided through our Programs, Products and Services and Program Materials is not intended to be a substitute for professional advice that can be provided by your own accountant, lawyer, or financial advisor. We are not giving financial or legal advice in any way. You are hereby advised to consult with your own accountant, lawyer, or financial advisor for any and all questions and concerns you have regarding your own income and taxes pertaining to your specific financial and/or legal situation. You agree that we are not responsible for your earnings, the success or failure of your 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 Programs, Products and Services and Program Materials. You are solely responsible for your results.

Earnings Disclaimer.

You acknowledge that we have not and do not make any representations as to the future income, expenses, sales volume or potential profitability or loss of any kind that may be derived as a result of your participation in this program, product, Services or use of our Program Materials. We cannot and do not guarantee that you will attain a particular result, positive or negative, financial or otherwise, through the use of our Programs, Products and Services and Program Materials, and you accept and understand the results differ for each individual. We also expressly disclaim responsibility in any way for the choices, actions, results, use, misuse or non-use of the information provided or obtained through any of our Programs, Products and Services and Program Materials. You agree that your results are strictly your own and we are not liable or responsible in any way for your results.

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 are 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 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, epidemics or 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.

AFFILIATES

From time to time, we may promote, affiliate with, or partner with other individuals or businesses whose programs, products and services align with ours. 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. Edward Francis Gordon 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 we are not liable in any way for any program, product or service that we may promote, market, share or sell on or through 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.

Testimonial and use of testimonial policy:

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

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 Website, Programs, Products and Services and Program Materials in any way that causes or is likely to cause the Website, 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 Website, Programs, Products and Services and Program Materials for lawful purposes only. You agree that when using the Website or any of our Programs, Products, Services and Program Materials 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. Edward Francis Gordon LLC reserves the right to remove individuals from our community in instances of misconduct.

Communication Guidelines

If you have a question or concern about your Programs, Products and Services, Program Materials, 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 Subscriptions

If you wish to purchase any of our Programs, Products and Services, Program Materials 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 Service are billed on a subscription basis as outlined on the sales and check out pages of the product. You will be billed in advance on a recurring basis as per the subscription agreement.

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 an 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.

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.

REFUND POLICY

You deserve to have a vibrant and fulfilling life. Edward or his team will coach you

through these life changing principles. All we ask is you promise to open the box, attend the event or participate in the coaching. If you simply commit to doing that, YOU WILL SEE RESULTS. So, make a decision to maximize who you are, what you're capable of, and all the people you can help in this life by unlocking your brilliance. They are waiting for you to succeed! We know you can do it, but what matters is YOU knowing you can succeed; commit and DO IT!

1. PRODUCTS AND GOODS

A. DIGITAL PRODUCTS

You have 30-days from the date of purchase to request a refund. If received on or before the 30th day, you will receive a full refund. If the request is received on or after the 31st day of purchase, no refund will be issued.

B. PHYSICAL PRODUCTS

You have 30-days from the date of purchase to request a refund and return an item. If the request is received on or before the 30th day and the item is postmarked within 3 days of the request you will receive a full refund; otherwise no refund will be issued. We will cover return shipping on orders within the United States (any orders outside the United States are responsible for any and all return shipping, tariff, custom or other related charges).

C. PRODUCT TRIALS

In some circumstances we offer risk-free trials. There are two types: digital trials (on the Breakthrough App) or physical trials (which are shipped to you).

I. DIGITAL PRODUCT TRIAL

Digital trials last 7 days. You will be charged a non-refundable processing fee the day you sign up for the trial. If you decide to continue with the product, do nothing and you

will automatically be charged three equal monthly installments to the credit card on file. You must cancel on or before the 7th day if you do not wish to continue, and to avoid being charged the monthly installments. You have 30-days from the date you initiated the trial to request a refund for your first installment. If a refund request is received, you will be given a full refund on the first installment. If the request is received on or after the 31st day after signing up for the trial, no refund will be issued. The processing fee for the trial is non-refundable and will not be returned, regardless of when you cancel.

II. PHYSICAL PRODUCT TRIAL

Physical trials are 30-days. Upon purchase of a 30-day trial your credit card will be billed a non-refundable processing fee, plus shipping, handling and state tax. If you decide to continue with the program, do nothing and you will be automatically charged three equal monthly installments to your card on file starting on the 30th day. If you decide to return the item, you must request to cancel on or before the 30th day and the item must be postmarked within 3 days of the request to avoid further charges. We will cover return shipping on orders within the United States (any orders outside the United States are responsible for any and all return shipping, tariff, custom or other related charges). If you fail to cancel by the 30th day, or your return is not postmarked within 3 days of your request, you will be charged the three monthly installments. Once billed your first installment, you are no longer eligible for a refund (unless a prior request was received and correct actions were taken). If the request is received on or after the 31st day after signing up for the trial, you will no longer be eligible to cancel and will be charged the three monthly installments. The processing fee, state tax and any shipping and handling fees for the free trial are non-refundable and will not be returned, regardless of when you cancel.

D. SUPPLEMENTS

Any unopened, untampered with currently marketable products may be returned within 30-days after purchase for a full refund. Any opened supplements are not eligible for a refund. If a refund is requested on or after the 31st day or if the product is opened when received, you will not be eligible for a refund.

We currently only ship supplements within the United States. If an international order is processed we cannot guarantee the shipment will arrive; all fees from customs, tariffs, or any other fees or loss incurred are the responsibility of the buyer. We do not permit international refunds for supplements.

E. ALL NON-DIGITAL PRODUCTS

Once your return is received and inspected, we will send you an email to notify you that we have received your returned item and notify you of the status (approval or rejection) of your refund.

If your refund is approved, then your refund will be processed, and a credit will automatically be applied to your credit card or original method of payment, within 7 business days.

F. LATE OR MISSING REFUNDS

If you returned a digital or physical product please allow up to two weeks for your charge to be refunded.

If after two weeks you do not see your refund appear, please first call your bank or credit card to confirm whether it is pending.

If the bank or credit card does not see your refund pending and you still have not

received your refund after two weeks, please contact us at Example@edwardfrancisgordon.com.

G. EXCHANGES

We do our best to ensure you receive undamaged products. If, however, you have received an item that is defective or was damaged prior to arrival, we will promptly exchange it upon notification for an identical product. If this occurs, please send us an email at Example@edwardfrancisgordon.com, and instructions will be provided for returning the defective or damaged merchandise.

2. EVENTS AND SERVICES

A. EVENTS

Please refer to the specific event's webpage you are enrolled in for cancellation and refund information. If you are unsure how to access that, please contact your Personal Results Specialist or email us at: Example@edwardfrancisgordon.com.

B. COACHING

Knowing that reprogramming takes time and patience we encourage you to be patient and stay committed! However, If you are not satisfied and you feel this program can not help you even though you have tried your best you have 30-days from the date you purchased the coaching program to request a refund for your first installment. If a refund request is received, you will be given a full refund on the first installment. If the request is received on or after the 31st day after signing up for the trial, no refund will be issued. The processing fee for the trial is non-refundable and will not be returned, regardless of when you cancel.

CONFIDENTIALITY AND PRIVACY

Our Privacy Policy forms part of these Terms of Use and may be found here ([hyperlink to Privacy Policy](#))

Termination

You have the right to terminate your use of or participation in our Programs, Products, Services or Program Materials 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 Website, Programs, Products, Services and Program Materials, 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 enrolment.

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 Website, 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 Website, Programs, Products, 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 state of Arizona, selected jointly by us. Before seeking arbitration, you must contact us in writing, and include all of your reasons for dissatisfaction with our Programs, Products, 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 the state of Arizona.

By using our Website and/or 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 Sedona in the state of Arizona, 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 United States of America and the State of Arizona

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 Website, Programs, Products, 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

If you have any questions about any provisions in these Terms of Use, please contact us. Whenever a provision in these Terms of Use states that you are to contact us in writing, we ask that you send an email to example@EdwardFrancisGordon.com.

Return Policy

REFUND POLICY

You deserve to have a vibrant and fulfilling life. Edward or his team will coach you through these life changing principles. All we ask is you promise to open the box, attend the event or participate in the coaching. If you simply commit to doing that, YOU WILL SEE RESULTS. So, make a decision to maximize who you are, what you're capable of, and all the people you can help in this life by unlocking your brilliance. They are waiting for you to succeed! We know you can do it, but what matters is YOU knowing you can succeed; commit and DO IT!

1. PRODUCTS AND GOODS

A. DIGITAL PRODUCTS

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We currently only ship supplements within the United States. If an international order is processed we cannot guarantee the shipment will arrive; all fees from customs, tariffs, or any other fees or loss incurred are the responsibility of the buyer. We do not permit international refunds for supplements.

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