

## **GROUP PROGRAM AGREEMENT**

### **Strong Mom Blueprint**

This Group Program Agreement (hereinafter referred to as the “Agreement”) dated \_\_\_\_\_ (hereinafter referred to as the “Effective Date”), made by and between Andi and Mandy, LLC dba Strong Balanced Mom (hereinafter known as the “Company”) and \_\_\_\_\_ (hereinafter referred to as the “Client”). Together, the Company and the Client are collectively referred to herein as the “Parties”.

WHEREAS, the Company provides health and wellness coaching (“Services”); and

WHEREAS, the Client wishes to retain the Company and accepts the terms of the Agreement as set forth herein for the Company to provide such Services.

NOW THEREFORE, in consideration of the mutual covenants stated herein, the Parties agree as follows:

#### **1. DESCRIPTION OF SERVICES**

The Company agrees to provide coaching for the Strong Mom Blueprint (hereinafter referred to as the “Program”). The Program includes:

- A self-paced program inside a digital learning hub
- Weekly group support/ accountability video calls
- Access to a private Facebook community during the duration of the program - removal upon completion, unless continuation through monthly membership
- Access to workout programs through health and fitness app as well as live or recorded yoga classes.
- The Client can ask questions or receive email support by contacting [team@strongbalancedmom.com](mailto:team@strongbalancedmom.com)

The Program runs for 12 weeks from first sign-up.

#### **2. DISCLAIMER**

The Client understands that the Company are health and wellness coaches.

While Andi and Mandy are licensed therapy and nutrition professionals, respectively, in their home state of Maryland, the Company will not act as your nutritionist, therapist, or licensed medical professional, and therefore the Client needs to discuss and clear any and all changes to the Client’s lifestyle, food intake, exercise regimen, or medical treatment with their physician and/or mental health professional(s) before implementing changes or habits suggested by the Company. The Client confirms that s/he has or will discuss any and all changes to their diet, exercise regimen, supplements, medications, or lifestyle with their physician or qualified medical professional **before** implementing any suggested or offered changes, additions, or alterations to their lifestyle. The Client understands that the Company is not a nutritionist, physician, medical professional, and/or a psychotherapist or psychologist for this program.

Further, the Company has not promised, nor shall they be obligated to: (1) act as a therapist by providing psychological counseling, psychoanalysis or behavioral therapy, (2) assist anyone with a serious medical condition to resolve, manage, or improve that medical condition, and/or (3) assist anyone not under the care of a physician or medical professional while implementing healthy changes in their life.

### **3. EXPECTATIONS**

The Company requests the Client to:

- Complete all action activities in each module in order to get the most benefit from the program
- Attend weekly accountability calls
- Engage with Andi, Mandy, and the rest of the SBM community

### **4. TERM**

The Program is 12 weeks long and begins on the date of purchase (the “Term”). The Client understands that the Parties do **not** have a relationship after the end of the Program. If the Parties choose to continue their relationship in any way, a separate and distinct agreement will be entered into and agreed upon.

### **5. TERMINATION**

The Company is committed to providing the Client with a positive experience in the Program. By agreeing to and signing the Agreement, the Client understands that the Company may, in its sole discretion, terminate the Agreement and limit, suspend, and/or terminate the Client’s participation in the Program without a refund or forgiveness of monthly payments if the Client becomes disruptive or violates any term of the Agreement.

If the Client chooses to terminate the Agreement at any time, no refunds will be issued.

### **6. PAYMENT**

The total price of the Program is 1 payment of \$1995 USD or 3-monthly payments of \$665 USD for a total of \$1995 USD]. The Client shall pay via credit card, PayPal, or invoice, prior to their agreed upon start date.

If clients choose a 3-month payment plan, charges will be made on the date of enrollment, and then on the 1st business day of each subsequent month unless a different arrangement is agreed upon in advance. (i.e. March 15th - \$665, April 1st- \$665, May 1st- \$665).

### **7. REFUND POLICY**

#### **A. No Refunds**

The Client is responsible for the full payment, regardless of whether the Client completes or participates fully in the Program. NO REFUNDS will be issued once the Program begins.

#### **B. No Chargebacks**

The Client will not, under any circumstances, issue or threaten to issue any chargebacks to the Company or to the Client's form of payment for any reason whatsoever related to the Program. In the event of a chargeback, the Company reserves its right to report it to the credit bureaus as a delinquent account.

## **8. CONFIDENTIALITY**

The Agreement is considered a mutual non-disclosure agreement. Both Parties agree not to disclose, reveal or make use of any information learned by either party throughout the Term of the Program ("Confidential Information"). Confidential Information includes, but is not limited to, information disclosed in connection with this Agreement, and shall not include information rightfully obtained from a third party. Both Parties shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own Confidential Information. The obligation of the Parties hereunder to hold the information confidential does not apply to information that is subsequently acquired by either Party from a third party who has a bona fide right to make such information available without restriction. Both Parties agree that any and all Confidential Information learned as of the Effective Date shall survive the termination, revocation, or expiration of the Agreement.

Notwithstanding anything in the foregoing, in the event that the Client is required by law to disclose any of the Confidential Information, the Client will (i) provide the Company with prompt notice of such requirement prior to the disclosure, and (ii) give the Company all available information and assistance to enable the Company to take the measures appropriate to protect the Confidential Information from disclosure.

## **9. NON-DISCLOSURE OF COMPANY MATERIALS**

Material given to the Client in the course of the Program is proprietary, copyrighted and developed specifically for and by the Company. The Client agrees that such proprietary material is solely for the Client's own personal use. Any disclosure to a third party is strictly prohibited.

The Company's Program is copyrighted and the original materials that have been provided to the Client are for the Client's **individual use only** and are granted as a single-user license. The Client is not authorized to re-sell, share, or use for profit any of the Company's intellectual property. All intellectual property, including the Company's copyrighted program and/or course materials, shall remain the sole property of the Company. No license to sell or distribute the Company's materials is granted nor implied.

Further, by signing below, the Client agrees that if the Client violates, or displays any likelihood of violating, any of the Client's agreements contained in this paragraph, the Company will be entitled to injunctive relief to prohibit any such violations and to protect against the harm of such violations.

## **10. INDEMNIFICATION**

Client agrees to indemnify and hold harmless the Company, its affiliates, officers, directors, agents, employees, representatives, successors, independent contractors, and assigns from all

direct and third party claims, demands, losses, causes of action, damages, lawsuits, expenses, fees, including attorneys' fees, costs, and judgments that may be asserted against the Company, by any third parties that result from the errors, negligence, acts, and/or omissions of the Client and/or the Company.

#### **11. ARBITRATION**

Any controversy or claim between the Parties shall be settled by arbitration before a single, mutually agreed upon arbitrator under the then current rules of the American Arbitration Association ("AAA"). If the Parties cannot agree upon an arbitrator, then each party shall appoint one arbitrator and then both arbitrators, in turn, shall appoint a third neutral arbitrator to hear the matter. The decision and award of the arbitrator shall be final and binding and the award so rendered may be entered in a state court of Maryland. The arbitration hearing shall be held in the state of Maryland. Each party shall pay its own costs and expenses related to the arbitration, and shall split the cost of the arbitrator equally. The arbitrator will have no authority to award punitive or other non-compensatory damages to either party. No damages excluded by or in excess of any damage limitations set forth in this Agreement shall be awarded. The sole remedy for the Client shall be a refund of any amount paid to the Company.

#### **12. APPLICABLE LAW + VENUE**

This Agreement shall be governed by the laws of the state of Maryland. Any action brought by any party arising out of or from these Terms shall be brought within a court system in Maryland.

#### **13. ENTIRE AGREEMENT; AMENDMENT; HEADINGS**

The Agreement constitutes the entire agreement between the Parties with respect to their relationship, and supersedes all prior oral or written agreements, understandings and representations to the extent that they relate in any way to the subject matter hereof. Neither course of performance, nor course of dealing, nor usage of trade, shall be used to qualify, explain, supplement or otherwise modify any of the provisions of this Agreement. No amendment of, or any consent with respect to, any provision of this Agreement shall bind either party unless set forth by writing, specifying such waiver, consent, or amendment, signed by both parties.

The headings of Sections in the Agreement are provided for convenience only and shall not affect its construction or interpretation.

#### **14. COUNTERPARTS**

The Agreement may be executed in one or more counterparts (including by means of mail or electronic mail/e-mail via PDF), each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

#### **15. SEVERABILITY**

The provisions of the Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of any other provision hereof. If any Section, subsection, sentence, or clause of the Agreement shall be

adjudged illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall have no effect on the Agreement as a whole or on any Section, subsection, sentence, or clause hereof not expressly so adjudged.

**16. WAIVER**

The waiver or failure of the Company to exercise waiver in any respect, for any right provided herein, shall not be deemed a waiver of any further right pursuant to the Agreement.

**17. NO ASSIGNMENT**

The Agreement may not be assigned by either of the Parties without the express, written consent in advance of the other Party.

**18. FORCE MAJEURE**

In the event that any cause beyond the reasonable control of either of the Parties, including, but not limited to: acts of God, war, curtailment or interruption of transportation facilities, threats or acts of terrorism, State Department travel advisory, labor strike or civil disturbance, make it inadvisable, illegal, or impossible, either because of unreasonable increased costs or risk of injury, for either Party to perform its obligations under the Agreement, the affected Party's performance shall be extended without liability for the period of delay or inability to perform due to such occurrence.

**19. NO GUARANTEES, WARRANTIES OR REPRESENTATIONS**

The Client understands and agrees that the Client is 100% entirely responsible for their progress and results experienced from the Program. The Company will help guide and support the Client, but the Client's participation in, and dedication to, the Program is one of many vital elements to the Program's success.

The Company has not and does not make any warranties, guarantees, or representations, verbally or in writing, regarding the Client's performance, results, income, revenue, or success. The Client understands that due to the nature of the Program, the results experienced by each Client may vary. The Company does not make any guarantees other than that the Services offered in the Program shall be provided to the Client in accordance with the terms of the Agreement.

**20. PHOTOGRAPH AND TESTIMONIAL RELEASE**

The Client grants the Coach the right, title and interest to share any and all communications, wins, screenshots of communications, or testimonials in connection with the Client's participation in the Program for the purposes of promoting and marketing the Program across social media, advertisements, the Coach's website, and to the Coach's future clients. The Client understands that s/he will not receive any compensation for use of their likeness, testimonial, or image. The Coach will make all reasonable efforts to conceal the identity of the Client, unless otherwise granted permission by the Client to share their name or identifying information.

**I HEREBY CERTIFY THAT I, THE CLIENT, HAVE READ AND AGREED TO THE AGREEMENT AS STATED ABOVE.**

As agreed to by:

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Client Name Printed

\_\_\_\_\_  
Date

**[END OF AGREEMENT]**

# Andi and Mandy, LLC dba Strong Balanced Mom and [www.strongbalancedmom.com](http://www.strongbalancedmom.com) Privacy Policy

PLEASE READ THIS PRIVACY POLICY CAREFULLY AND IN ITS ENTIRETY BEFORE USING [WWW.STRONGBALANCEDMOM.COM](http://WWW.STRONGBALANCEDMOM.COM) (HEREINAFTER REFERRED TO AS THE "SITE").

This Privacy Policy is here to better serve those who are concerned with how their information is used online. The following describes what type of information we collect, what it's used for, and the measures we take to protect it.

IMPORTANT NOTE: By using the Site and/or purchasing, viewing, downloading, or otherwise signing up to receive Strong Balanced Mom email list newsletter, social media posts, blog posts, courses, coaching services, guides, eBooks, forms, worksheets, workbooks, website materials, and/or journals (hereinafter collectively referred to as the "Site, Courses, Services, and/or Products"), you voluntarily agree to be bound by this Privacy Policy.

If you have any questions about this Privacy Policy, please contact Customer Service at [team@strongbalancedmom.com](mailto:team@strongbalancedmom.com).

If you do not agree with the terms of this Privacy Policy, do not use or browse the Site.

## 1. Definitions

**"Company", "We", "I", "Our", or "Us"** means Andi and Mandy, LLC dba Strong Balanced Mom and [www.strongbalancedmom.com](http://www.strongbalancedmom.com).

**"Content"** means any and all written, visual, video, or audio information contained on the Site, including, but not limited to, any and all emails received from Andi, Mandy, and/or Strong Balanced Mom, or [www.strongbalancedmom.com](http://www.strongbalancedmom.com), and any and all written or downloadable material purchased, viewed, or otherwise offered on [www.strongbalancedmom.com](http://www.strongbalancedmom.com), such as blog posts, graphics, designs, documents, information, templates and materials.

**"Personal Information"** means information that can be used on its own or in conjunction with other information to identify, contact, or locate a person, or to identify an individual in context. For example, personal information includes, among other things, your name, address, email address, telephone number, credit card information, site behavior, etc.

**"Site, Courses, Services, and/or Products"** means [www.strongbalancedmom.com](http://www.strongbalancedmom.com), Content, email list, social media posts, blog posts, courses, coaching services, guides, eBooks, forms, worksheets, workbooks, website materials, and/or journals available on the Site.

**"Site"** means [www.strongbalancedmom.com](http://www.strongbalancedmom.com) and any and all of the Company's associated pages, tabs, landing pages, forms, or sub-pages.

**"You" or "Your"** means the user, customer, or viewer of the Site.

## **2. Company Statement:**

The Site and its Content are owned by Andi and Mandy, LLC dba Strong Balanced Mom.

Strong Balanced Mom is committed to protecting your Personal Information. We will only collect or use your Personal Information in accordance with the Privacy Policy herein.

## **3. What kind of Personal Information do we collect?**

### *Personal Information You Provide:*

When using the Site, and in filling out forms, purchasing products, providing comments, or contacting us, you may be asked to enter your name, email address, website address, mailing address, payment or credit card information. We use this information to deliver the product purchased, or information requested, to improve the performance and applicability of the Site, and to provide you with educational content, newsletters, promotions, and special offers.

### *Personal Information Automatically Collected:*

Through use of the Site, the Company may use data collection technology, such as Google Analytics (hereinafter referred to as the "Data Collection Companies") to collect information related to your use of the Site. Generally speaking, this includes information about your geographic location and Site behavior. The Data Collection Companies also provide us with information about what type of device or software you use, your IP address (with location information), and whether you view the Site on mobile, tablet, or desktop.

We collect this information for statistical purposes only and to improve the viewer experience.

## **4. What if the Personal Information we have about you is incorrect or you want to update it?**

If the Personal Information we have collected about you is incorrect or incomplete in any way, or you would like to update what we have, please contact Customer Service at [team@strongbalancedmom.com](mailto:team@strongbalancedmom.com). We will make the appropriate corrections when notified, as long as the corrections requested to be made are not incorrect or fraudulent in any way.

## **5. When do we collect Personal Information?**

We collect Personal Information from you when you purchase, order, or sign up on and for the Site, Courses, Services, and Products, download our freebies or resources, subscribe to our newsletter, fill out a form, browse the Site, view Content, make purchases, enter any of your Personal Information on the Site, and/or engaging in virtual conversation with a team member. If you're just viewing the Site, you won't be required to provide personal information to browse.

***If you're outside of the EU:*** if you sign-up to receive any freebies, downloads, webinars, recordings, courses, or services from the Company, or purchase any products or services from us, you will automatically be added to our email list to receive free email messages



from us. You can unsubscribe at any time by clicking "UNSUBSCRIBE" at the bottom of each email. If you have any questions, or difficulty unsubscribing from those emails, email Customer Service at [team@strongbalancedmom.com](mailto:team@strongbalancedmom.com) to be unsubscribed from future messages.

***If you're IN the EU:*** if you sign-up to receive any freebies, downloads, webinars, recordings, courses, or services from the Company, or purchase any products or services from us, you will only be added to our email list to receive free email messages from us if you **affirmatively consent** to receiving such messages. You can unsubscribe at any time by clicking "UNSUBSCRIBE" at the bottom of each email. If you have any questions, or difficulty unsubscribing from those emails, email Customer Service at [team@strongbalancedmom.com](mailto:team@strongbalancedmom.com) to be unsubscribed from future messages.

## **6. How do we use your Personal Information?**

When using the Site, Courses, Services, and/or Products, we may use the Personal Information we collect from you when you register, make a purchase, sign up for our newsletter, respond to a survey or marketing communication (typically by email), browse the Site, or use certain other Site features in the following ways:

- To personalize your experience and to allow us to deliver the type of content and product offerings in which you are most interested.
- To improve our Site in order to better serve you.
- To allow us to better serve you in response to your customer service requests.
- To administer a contest, promotion, survey, or other Site feature.
- To quickly process your transactions on and for the Site, Courses, Services, and/or Products.
- To send periodic emails regarding the Site, Courses, Services, and/or Products.
- To tailor social media (i.e., Facebook, Instagram, etc.) advertisements to you.
- To improve the quality of the programs and services offered to you.

## **7. Do we share your Personal Information with anyone?**

In general, we DO NOT sell, trade, or otherwise transfer to outside (third) parties your Personal Information for marketing or advertising purposes, except for the following purposes:

- in order to comply with an investigation, law enforcement inquiry, government entities, courts, or other third parties as required or allowed by applicable law, such as for legal and/or safety purposes.
- Third-party service providers that provide products, tools, platforms or services to us, such as email-list building, website management, customer service, account maintenance, and performing other activities and services related to the management and running of our company.
- Social media platforms, such as Facebook, Instagram, Twitter, Pinterest, etc. that offer functionalities and services to use their services through our website (i.e., pinning an image to Pinterest, sharing a link to Facebook). If you use those functionalities on the Site, your information will be shared with those platforms to complete those functions and activities.

- Third-party advertising purposes, such as advertising on social media platforms (i.e., Facebook and Instagram) to track and categorize your interests and behavior on our Site for the purposes of marketing and advertising to you. We share information with these companies, and these companies may collect information, including your actions taken on the Site, through tracking methods such as Cookies. These third-parties may also possess or get information about you from your behavior/actions: directly with the third-parties; on/from other websites, mobile apps, or companies that the third-party companies work with; or from your interactions with advertisements the third-party companies show you. The information that these companies collect or that we share may be used to customize or personalize the advertisements that are displayed to you.

We may disclose your Personal Information to our subsidiaries, contractors, subcontractors, assigns, affiliates or successors in interest when necessary to carry out our business functions. This may include website hosting partners and other parties who assist us in operating our website, email service, conducting our business, or serving our users, so long as those parties agree to keep this information confidential.

However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses. If you make your personal information available to third parties through our Site, Courses, Services, and/or Products, Andi and Mandy, LLC dba Strong Balanced Mom is not responsible for any unauthorized use by that third party.

It's also important to note that we do not allow third-party behavioral tracking.

## **8. How do we protect your Personal Information?**

We aim to make your visit to our Site as safe as possible. The Site uses commercially acceptable methods of security protection to protect your information.

We also use a SSL certificate and never transmit your credit card information by email.

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 Personal Information confidential. By viewing, using, or purchasing on or from the Site, Courses, Services, and/or Products, you acknowledge that Andi and Mandy, LLC dba Strong Balanced Mom and its staff and independent contractors may access your Personal Information.

We implement a variety of security measures when a user places an order to maintain the safety of your Personal Information. All transactions are processed through a gateway provider and are not stored or processed on our servers.

## **9. Do we use 'cookies' or social media pixels?**

*Cookies.* We, and third-parties as described in Section 7 herein, use cookies and collect information from the computer, mobile phone, or other device you use to access the Site, read our emails, or view our advertisements. This information is automatically collected. Cookies are small data files that a site or its service provider transfers to your computer's

hard drive through your Web browser (if you allow) that enables the site or service provider's systems to recognize your browser and capture and remember certain information. For instance, we use cookies to help us remember and process the items in your shopping cart. They are also used to help us understand your preferences based on previous or current Site activity, which enables us to provide you with improved services. We also use cookies to help us compile aggregate data about Site traffic and Site interaction so that we can offer better site experiences and tools in the future.

We use cookies to:

- Help remember and process the items in the shopping cart.
- Compile aggregate data about site traffic and site interactions in order to offer better Site experiences and tools in the future. We may also use trusted third-party services that track this information on our behalf.
- To personalize your experience and better understand customers' preferences for our marketing and business purposes.

You can choose to have your computer warn you each time a cookie is being sent, or you can choose to turn off all cookies. You do this through your browser settings. Since each browser is a little different, look at your browser's Help Menu to learn the correct way to modify your cookies.

While you may disable the use of cookies through your browser's settings or options page, you may lose some of the features and functionality of the Site, Courses, Services, and/or Products, as cookies are necessary to help track and enhance your experience on the Site.

***Pixels.*** Yes. The Company does use social media pixels (Facebook pixels) to track visitors to the Site so we can tailor advertisements towards those visitors on various social media platforms, including: Facebook, Instagram, YouTube, and Pinterst, The Company reserves the right to use pixels in accordance with the terms of the social media platform.

## **10. Third-Party Links:**

Occasionally, at our discretion, we may include or offer third-party products, services, or links to articles/blogs/sites on our Site. These third-party sites may or may not have separate and independent privacy policies. We, therefore, have no responsibility or liability for the content and activities of these linked sites and/or their privacy policy (or lack thereof). Nonetheless, we seek to protect the integrity of our Site and welcome any feedback about any issues you experience with linked-to sites by emailing us at [team@strongbalancedmom.com](mailto:team@strongbalancedmom.com)

## **11. Password Privacy:**

While using the Site, Courses, Services, and/or Products, you may create a username and/or password for login. It is your responsibility to keep the username and password safe. You are also responsible for any actions which occur through the use of your username/password, whether completed by you directly or through the use of your account. You shall notify us immediately by email at [team@strongbalancedmom.com](mailto:team@strongbalancedmom.com) of any unauthorized use of your login information or any other security breach. Please log out at

the end of each session to prevent any unauthorized use of your account or login information.

You may not share your username/password or login information with anyone other than yourself. We are not responsible or liable for any loss or damages as a result of your failure to protect your login information or your unauthorized sharing of information.

## **12. Google Ads & Analytics:**

Google's advertising requirements can be summed up by Google's Advertising Principles. They are put in place to provide a positive experience for you. We are not currently using Google Ads on the Site, although this may change in the future.

We have implemented the following through Google Analytics: Demographics and Interests Reporting.

We, along with third-party vendors such as Google use first-party cookies (such as the Google Analytics cookies) and third-party cookies (such as the DoubleClick cookie) or other third-party identifiers together to compile data regarding user interactions with ad impressions and other ad service functions as they relate to our website.

To Opt-Out of Google Ads: You can set preferences for how Google advertises to you using the Google Ad Settings page. Alternatively, you can opt-out by visiting the Network Advertising Initiative Opt-Out page or by using the Google Analytics Opt-Out Browser add-on.

## **13. California Online Privacy Protection Act ("CalOPPA"):**

CalOPPA stretches well beyond California to require any person or company that operates websites collecting Personal Information from California viewers/consumers to post a conspicuous privacy policy on its website stating exactly the information being collected and those individuals or companies with whom it is being shared. Read more about CalOPPA [here](#).

Pursuant to CalOPPA, we agree to the following:

Users cannot visit our site anonymously.

There is a link to this Privacy Policy on the [www.strongbalancedmom.com](http://www.strongbalancedmom.com)

Our Privacy Policy link does include the word 'Privacy' and can easily be found on the page specified above. It is titled "Privacy Policy" very clearly.

You will be notified of any Privacy Policy changes on our Privacy Policy Page (see bottom "Updated On" date).

## **14. Children's Online Privacy Protection Act ("COPPA"):**

We do not specifically market to children under the age of 13. Please STOP and do not use, view, purchase, or otherwise browse the Site, Courses, Services, or Products if you are under

13 years old. If you're younger than 13, you are not permitted to enter any Personal Information on this Site.

If you are a parent and you believe your child under the age of 13 has provided us with Personal Information, please contact us immediately to have it removed by emailing us at [team@strongbalancedmom.com](mailto:team@strongbalancedmom.com)

#### **15. Fair Information Practices:**

In order to comply with Fair Information Practices we will take the following responsive action, should a data breach occur:

We will notify you via email within 30 business days of any known breach.

#### **16. CAN-SPAM Act of 2003:**

The CAN-SPAM Act is a U.S. law which establishes rules for commercial email messages, gives you the right to stop certain commercial emails from being sent to you, and outlines certain penalties for commercial entities or persons who violate the law.

We collect your email address and name so we can:

- Send information, respond to inquiries, and/or other requests or questions.
- Process orders and to send information and updates pertaining to orders of a course, product, or service.
- Send you additional information related to your course, product and/or service.
- Market to our mailing list or continue to send emails to you after the original transaction has occurred.
- Email you a newsletter with free information and advertising certain Products, Services, and/or Courses we offer.

In accordance with the CAN-SPAM Act, we agree to the following:

- We will not use false or misleading subjects or email addresses.
- We will identify the email message as an advertisement in some reasonable way.
- We will not include our business mailing address and/or physical address in our emails.
- We will not monitor third-party email marketing services for compliance. We use Flowi to send our emails to you.
- We will honor opt-out/unsubscribe requests quickly.
- We will allow users to unsubscribe by using the appropriate link at the bottom of each email.

#### **TO UNSUBSCRIBE:**

If at any time you would like to unsubscribe from receiving future emails, you can email us at [team@strongbalancedmom.com](mailto:team@strongbalancedmom.com) or follow the instructions at the bottom of any email you receive from us and we will promptly remove you from future correspondence(s). However, unsubscribing from one list or set of emails may not unsubscribe you from receiving ALL

future emails from us. If you experience any problems unsubscribing, please email [team@strongbalancedmom.com](mailto:team@strongbalancedmom.com) and we will promptly handle your removal.

## **17. Your General Data Protection Regulation ("GDPR") Rights**

If you are located within the European Union ("EU"), you are entitled to certain rights under the GDPR. You have the right to:

- Know how long we'll keep your information. We'll keep your personal information until the earlier of: (1) you either ask us to delete your information or (2) the Company decides it no longer needs the data and the cost of retaining it outweighs the value to keeping it.
- Access, rectify or erase your personal information.
- Withdraw your consent to the Company's processing of your data, which shall have no effect on the lawfulness of the processing of your personal information prior to your withdrawal.
- Lodge a complaint with a supervisory authority that has jurisdiction over GDPR issues.
- Provide only your personal information which is reasonably required to enter into a contract with us. The Company will not ask for your consent to provide unnecessary personal information on the condition of entering into a contractual relationship with the Company.

## **18. Contacting Us:**

If there are any questions regarding this Privacy Policy, you may contact us using the following information:

Andi and Mandy, LLC dba Strong Balanced Mom

Website: [www.strongbalancedmom.com](http://www.strongbalancedmom.com) (see contact form)

Mailing Address: 5000 Thayer Center Suite C. Oakland, MD 21550

Email: [team@strongbalancedmom.com](mailto:team@strongbalancedmom.com)

**Updated on 10/24/2023**

## **www.strongbalancedmom.com and Strong Balanced Mom Terms & Conditions**

Please read these Terms & Conditions carefully and in their entirety before using **www.strongbalancedmom.com** (hereinafter referred to as the “Site”). The Site and its content are owned by Andi and Mandy, LLC.

**PURPOSE:** These Terms & Conditions are here to clearly explain, outline, and layout the rules, terms, and conditions of using, viewing, and/or browsing the Site and/or purchasing or downloading any course, program, service, or product offered on or by us or the Site.

### **IMPORTANT NOTES:**

By using the Site in any capacity, you voluntarily agree to these Terms & Conditions. You agree that you have read, understood, and consented to these Terms & Conditions. If you have any questions, please contact us at [team@strongbalancedmom.com](mailto:team@strongbalancedmom.com).

You must be at least 18 years old and be able to consent to these Terms & Conditions. If you are under the age of 18, or you do not agree with these Terms & Conditions as stated herein, please **STOP** now and do not use this Site or its content. By using the Site, you agree to the Terms & Conditions as stated herein, regardless of whether or not you have read these Terms & Conditions.

These Terms & Conditions contain an **Arbitration Clause** and require you to dispute or resolve any claim with us through Arbitration. By agreeing to these Terms & Conditions, you agree to the Arbitration Clause and voluntarily waive your right to a jury trial.

By proceeding on the Site, you hereby agree to the following:

### **1. Definitions:**

**“Company”, “We”, “I”, “Our”, or “Us”** means Andi and Mandy, LLC dba Strong Balanced Mom and our website, [www.strongbalancedmom.com](http://www.strongbalancedmom.com)

**“Content”** means any and all written, visual, video, or audio information contained on the Site, including, but not limited to, any and all emails received from Andi, Mandy, Strong Balanced Mom, and/or [www.strongbalancedmom.com](http://www.strongbalancedmom.com), and any and all written or downloadable material purchased, viewed, or otherwise offered by Andi and Mandy, LLC dba Strong Balanced Mom and/or on [www.strongbalancedmom.com](http://www.strongbalancedmom.com), including, but not limited to, blog posts, graphics, newsletters, designs, documents, information, templates and materials.

**“Personal Information”** means information that can be used on its own or in conjunction with other information to identify, contact, or locate a person, or to identify an individual in context. For example, personal information includes, among other things, your name, address, email address, telephone number, demographics, etc.

**“Site, Courses, Services, and/or Products”** means [www.strongbalancedmom.com](http://www.strongbalancedmom.com), Content (as defined herein), email list/newsletters, social media posts, blog posts, courses, coaching services, guides, eBooks, forms, worksheets, workbooks, webinars, website materials, journals, and/or templates available on the Site.

**“Site”** means [www.strongbalancedmom.com](http://www.strongbalancedmom.com) and any and all of its associated pages, tabs, landing pages, forms, or sub-pages.

**“You” or “Your”** means the user, customer, or viewer of the Site.

## **2. Consent:**

By using the Site and/or making any Purchase, you implicitly and voluntarily agree to act in accordance with, and abide by, these Terms & Conditions, our Privacy Policy, and Disclaimer.

By using the Site and/or making any Purchase, you represent and warrant that you are at least 18 years-old. Any use of, or access to, the Site and its Content by anyone under the age of 18 is unauthorized and in direct violation of these Terms & Conditions and our Privacy Policy.

## **3. Site Rules:**

By using the Site and/or making any Purchase, you hereby agree & consent not to:

- Abuse or harass any person through or on the Site.
- Post or transmit obscene, offensive, libelous, defamatory, pornographic, or abusive content, as well as content that infringes our intellectual property rights or those of another person, website, or company.
- Use the Site in any way or for any purpose which violates any law of the United States and the jurisdiction in which you use the Site.
- Post or transmit any “spam” or unwanted, unsolicited content.
- Post copyrighted materials, photographs, or content which do not belong to you.
- Promote or sell your own content, services, or products through the Site, or the content, services, or products of anyone else other than us.
- Copy, download, share, post, or transmit our intellectual property in any way that infringes on our intellectual property rights.
- Act in a manner that is inconsistent with a positive, supportive, and uplifting community of women.

## **4. DISCLAIMER:**

By using the Site, you understand that we are health and wellness coaches. While we are licensed in our home states, we are not acting in scope of any licensed nutritionist, therapist, or licensed medical professional, and therefore you need to discuss and clear any and all changes to your lifestyle, food intake, exercise regimen, or medical treatment with your physician before implementing changes or habits suggested by us. You must discuss any and all changes to your diet, exercise regimen, supplements, medications, or lifestyle with your physician or qualified medical professional before implementing any suggested or offered changes, additions, or alterations to your lifestyle. Our Content is for informational and educational purposes only, and is based on our personal experience.



## **5. Your Consent to These Terms & Conditions:**

By using this Site, or Purchasing or Downloading from our Site, Courses, Services, and/or Products, you implicitly and voluntarily agree to these Terms & Conditions as stated herein.

## **6. Changes To These Terms & Conditions:**

We reserve the right to change, amend, or otherwise alter these Terms & Conditions at any time without notice to you. When changes are made to these Terms & Conditions, we will update the “Updated on” date at the bottom of this page. If you do not agree with these Terms & Conditions, please do NOT use our Site, read or implement its Content, or Purchase or Download anything from us.

## **7. Links to Third-Party or External Websites:**

The Site may contain or include website URL links to third-party or external websites. Typically, these URL links are provided so that you may directly access a site that contains relevant information. Please note we are not liable for any of the information contained on or within the third-party or external websites. We are not responsible for the way they handle your personal information, whether they have a privacy policy, or any information you provide to them by visiting their website. You are responsible for reading and agreeing to, or expressing disagreement with, the external website’s privacy policy or terms & conditions.

## **8. Intellectual Property Ownership:**

The Site and its Content are intellectual property solely owned by Andi and Mandy, LLC dba Strong Balanced Mom. The Site and its Content are protected by United States copyright and trademark laws, as well as state intellectual property laws. Any violations of this term, and all terms contained herein, will be legally pursued to the fullest extent permitted by law.

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

If you view, access, or Purchase the Site, Courses, Services, and/or Products, you are considered our Limited Licensee (“Licensee”). As a Licensee, you agree and understand that the Site, Courses, Services, and/or Products have been written, created, drafted, invented, and developed by us after a significant investment of time, money, education, hard work, and brainpower. The Site, Courses, Services, and/or Products are extremely valuable to us, both professionally and personally, and we take the protection of our Site, Courses, Services, and/or Products very seriously.

You may not use the Site, Courses, Services, and/or Products in any manner that is unauthorized, improper, against these Terms & Conditions or our Privacy Policy, or which violate U.S. intellectual property laws unless authorized by us in writing beforehand.

## **10. Your License to Us:**

By commenting on the Site, or submitting documents to Strong Balanced Mom via contact form, email, or social media, you represent that you are the lawful owner of said documents, statements, and/or the information they contain. You grant us a license to use your comments or submissions in any way we see fit, as it relates to our business purposes.

## **11. Purchase & Access Terms:**

During the course of your use, Purchase, and/or Download from the Site, Courses, Services, and/or Products, you agree and understand that you cannot distribute, copy, forward, and/or share information prohibited by these Terms & Conditions. You also agree and understand that you are to take all necessary steps to make sure that you do not inadvertently share or distribute said materials, including, but not limited to, protecting your password (if any) to the Site to access your Purchase or Download. Any violations of these Terms & Conditions will be legally pursued to the fullest extent permitted by law.

## **12. Sharing the Site & Its Content:**

You must request and receive written permission by email [team@strongbalancedmom.com](mailto:team@strongbalancedmom.com) before sharing our Site and its Content for commercial purposes. You may share the site for personal purposes, but we ask that you link directly to the Site. You are required to give us and the Site credit by linking to the Site and its Content if you share it on social media or your own website, including all photographs. Since the Site and its Content are not yours, you may not in any way imply or represent that the Site or its Content are yours or that you in any way created, caused, or contributed to the Site or its Content. You may not make any claims that you are in any way associated with Strong Balanced Mom.

## **13. No Claims Made Regarding Results:**

Any and all current or past-client testimonials, statements, or examples used by us are simply that: examples. They are not guarantees that you will also experience or receive the same results. Each client and his/her circumstances are unique and nothing shall be interpreted as a guarantee that you will experience the same results as another client of ours.

## **14. DISCLAIMER - No Warranties, Guarantees, or Representations Are Being Made:**

We do not offer any warranties, of any variety, regarding the Site, Courses, Services, and/or Products, and/or your Purchase or Download, in any way. The Site, Courses, Services, and/or Products, and/or your Purchases or Downloads are offered **“AS IS”** and without warranties of any kind, neither express nor implied, to the extent permitted by law.

## **15. Your Release of Us:**

By using the Site or Purchasing, Downloading, or using Strong Balanced Mom's Courses, Services, and Products, you agree to release, forgive, and forever discharge Strong Balanced Mom, its subsidiaries, employees, agents, contractors, subcontractors, and affiliates from any and all claims, suits, actions, charges, demands, liabilities, damages, judgments, and/or costs, whether known or unknown, both legal and equitable in any manner.

## **16. Errors & Omissions:**

Every effort is made to provide up-to-date accurate information both on the Site and through our services. However, due to the complexity of the issues we cover, Strong Balanced Mom does not and cannot warrant, represent, or guarantee that such information is free from errors, accurate, or up-to-date at all times. You should do your due diligence, research, or consult with a professional to ensure that all information you receive, act upon, or rely on from this Site and/or from our services is accurate and up-to-date.

## **17. Our Refund Policy:**

We will do everything within our ability (and within reason) to ensure your satisfaction. Refunds will not be issued for coaching services already rendered or products already purchased. If you have any questions or concerns, or if there is anything we can do to make your experience a more pleasant one, please email [team@strongbalancedmom.com](mailto:team@strongbalancedmom.com).

**18. ARBITRATION CLAUSE:**

If you have any complaint or should any issue arise in the use of the Site or Strong Balanced Mom's Courses, Services, and/or Products, please contact us directly first by emailing [team@strongbalancedmom.com](mailto:team@strongbalancedmom.com).

However, if we are unable to amicably resolve your dispute in that manner, you agree that you and Strong Balanced Mom shall submit your dispute to binding arbitration with the American Arbitration Association, before an arbitrator that is mutually agreed upon, in accordance with the American Arbitration Association's ("AAA") rules.

By agreeing to this term, you hereby agree and understand that you're waiving your right to a jury trial in court, which would otherwise be available to you if not for this Arbitration Clause. Should any arbitration hearing need to be held, it shall be held within 50 miles of Baltimore, Maryland.

If the arbitrator issues an award and a judgment is made, the judgment will be binding and will be entered in court in the State of Maryland. The only award that can be issued to you is a refund of any payment made to Andi and Mandy, LLC dba Strong Balanced Mom for the applicable Product or Service. You are not permitted to seek additional damages, including consequential or punitive damages.

**19. Consent to Governing Law:**

These Terms & Conditions, and any dispute arising out of it, shall be governed by the laws of the State of Maryland.

**20. Consent to Jurisdiction:**

You hereby irrevocably consent to the exclusive jurisdiction and venue of any Federal Court in the United States District Court for the District of Maryland or a state court located within the State of Maryland in connection with any matter arising out of these Terms & Conditions, Privacy Policy, Disclaimer, or as a result of your use, Download, or Purchase from the Site, Courses, Services, and/or Products.

**21. Consent to Service:**

You hereby irrevocably agree that process may be served on you in any manner authorized by the Laws of the State of Maryland for such persons, and you waive any objection which you might otherwise have to service of process under the laws of the State of Maryland.

**22. Payment & Purchases:**

When you Purchase or Download one of our Courses, Services, and Products from us or the Site, you may pay by credit or debit card. By doing so, you give Andi and Mandy, LLC dba Strong Balanced Mom permission to automatically charge your credit card for payment. You

will receive an electronic receipt following your Purchase, which you should retain for your records.

If you elect the installment or “pay over time” option at checkout, you agree that Andi and Mandy, LLC dba Strong Balanced Mom has permission to automatically charge, without checking with you before each installment transaction is charged, the amount due on the date(s) agreed upon at checkout.

If your payment method fails or is otherwise declined, you will be removed from, or canceled from having access to, our Courses, Services, and Products. Please note, in the event your payment method is declined at any time, you are **still responsible** for the full cost of your Purchase.

We do not accept any chargeback threats (real or threatened). If any chargebacks are placed on a Purchase or Download of our Courses, Services, and Products, we will report said incident to the major credit reporting agencies. Doing so could have a negative impact on your credit report and/or credit score. Should we need to do so and you would like to have this report removed from your credit report, please contact us to arrange for payment owed. Once payment owed is received, we will make the appropriate reports to the credit agencies.

Payment processing companies may have different privacy policies and practices than we do. We are not responsible for the policies of the payment processing companies. As with any online purchase, there are circumstances beyond our control which may compromise your credit card or payment method. We are not liable or responsible for any of those circumstances.

You hereby release us from any and all damages related to your payment or use of our payment processing companies in which you incur and further agree not to assert any claims against us or them for any damages which arise from your Purchase or use of our Site and its Content.

### **23. Limitation of Liability:**

Andi and Mandy, LLC dba Strong Balanced Mom is not responsible or liable in any way for any and all damages you receive directly or indirectly from your use, Purchase, or Download from our Site, Courses, Services, and/or Products. We do not assume liability for damages, injuries, harm, death, misuse of (or failure to properly use) information or documents, due to any act, or failure to act, by you. Notwithstanding anything to the contrary contained herein, your sole and exclusive remedy for negligence, failure to perform, or breach by us shall be a refund of the amount paid for such service or product]. IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES.

### **24. Defense & Indemnification**

You shall, at all times, indemnify, defend, and hold harmless Andi and Mandy, LLC dba Strong Balanced Mom, and all of our shareholders, officers, members, affiliates, contractors, subcontractors, directors, assignees, employees, and licensees from and against all losses, damages, injuries, delays, deaths, lost profits, and expenses arising out of any proceeding (a)

brought by either a third-party or by Andi and Mandy, LLC dba Strong Balanced Mom and (b) arising out of your breach of your obligations, representations, warranties, or covenants under these Terms & Conditions or the Privacy Policy; and (c) arising out of any alleged breach or negligence said to have been committed by us.

## **25. Termination of Your Use**

At our sole discretion, we are permitted to terminate your use or access to the Site, Courses, Services, and/or Products, and Purchases/Downloads if you abuse, violate, or breach any of these Terms & Conditions Privacy Policy, Disclaimer, or any other terms to which you have agreed to.

## **26. Entire Agreement**

These Terms & Conditions, our Privacy Policy and Disclaimer, constitute the entire agreement between you and us with respect to the Site, Courses, Services, and/or Products, and they supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and us with respect to the Site, Courses, Services, and/or Products.

## **27. Severability**

The provisions of these Terms & Conditions are severable, and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of any other provision herein. If any paragraph, section, subsection, sentence, or clause of these Terms & Conditions are rendered illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall have no affect on these Terms & Conditions as a whole or on any other paragraph, section, subsection, sentence, or clause herein.

## **28. Your Privacy & Security on the Site:**

Please read our Privacy Policy for how we handle your personal information.]

## **29. Contact**

If you have any questions or concerns regarding these Terms & Conditions, you may contact us using the following information:

- Website: [www.strongbalancedmom.com](http://www.strongbalancedmom.com)
- Email: [team@strongbalancedmom.com](mailto:team@strongbalancedmom.com)
- Business Address: 5000 Thayer Center Suite C, Oakland, MD 21550

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