

# **The Calm & Empowered Woman**

## **Privacy Policy and Terms & Conditions**

### **Lifetime or ongoing access policy:**

You have ongoing access to The Calm & Empowered Woman content hub for the life of the program. That means that after your program timeframe is complete, you will retain access to the content hub. After your program timeframe is complete, you will be removed from the program Facebook group and access to coaching will cease.

### **Monthly payment plan policy:**

If you are on a payment plan, you are required to complete all of your monthly payments regardless of your activity in The Calm & Empowered Woman. Failure to complete your monthly payments may result in denied access to your content hub and coaching.

### **Declined payment policy:**

As a client in The Calm & Empowered Woman, you are required to complete all of your payments. You have 5 business days from the date of the payment decline to bring your account into good standing. Failure to bring your account into good standing may result in denied access to your content hub and coaching.

### **Refund Policy:**

After the purchase of The Calm & Empowered Woman is complete, there are no refunds provided.

### **Privacy Policy**

#### **What information do we collect?**

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

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

Like many websites, we use cookies to enhance your experience and gather information about visitors and visits to our websites.

### **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, visit 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 or other free materials, 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.

As you browse D'Layne Benson Wellness and The Calm & Empowered Woman sites, advertising cookies will be placed on your computer so that we can understand what you are interested in.

### **How do we protect visitor information?**

We implement a variety of security measures to maintain the safety of your personal information. Your personal information is contained behind secured networks and is only accessible by a limited number of persons who have special access rights to such systems, and are required to keep the information confidential. When you place orders or access your personal information, we offer the use of a secure server. All sensitive/credit information you supply is transmitted via Secure Socket Layer (SSL) technology and then encrypted into our databases to be only accessed as stated above.

### **Do we disclose the information we collect to outside parties?**

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

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

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

To modify your 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).

### **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 7/17/2024.

### **Questions and feedback:**

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

### **Online Policy Only:**

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

## **Terms and Conditions Policy**

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

### **TERMS AND CONDITIONS**

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

### **COPYRIGHT**

The entire content included in these Websites including but not limited to text, graphics or code is copyrighted as a collective work under the United States of America and other copyright laws, and is the property of D'Layne Benson Wellness. The collective work includes works that are licensed to D'Layne Benson Wellness, ALL RIGHTS RESERVED. Permission is granted to electronically copy and print hard copy portions of these Websites for the sole purpose of placing an order with D'Layne Benson Wellness, or purchasing products from D'Layne Benson Wellness.

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## **TRADEMARKS**

All trademarks, service marks and trade names of D'Layne Benson Wellness used on the Websites are trademarks or registered trademarks of D'Layne Benson Wellness.

## **WARRANTY AND MEDICAL DISCLAIMER**

This Website and the materials and products on this Website are provided “as is” and without warranties of any kind, whether expressed or implied. To the fullest extent permissible pursuant to applicable law, D'Layne Benson Wellness disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability for a particular purpose and non-infringement. D'Layne Benson Wellness does not represent or warrant that the functions contained in the Websites will be uninterrupted or error-free, that the defects will be corrected, or that these Websites or the server that makes the Websites available are free of viruses or other harmful components. D'Layne Benson Wellness does not make any warranties or representations regarding the use of the materials on these Websites in terms of their correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise.

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

### **LIMITATION OF LIABILITY**

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

### **FOR EDUCATIONAL AND INFORMATIONAL PURPOSES ONLY**

The information provided in or through these Websites are for educational and informational purposes only and solely as a self-help tool for your own use.

### **PERSONAL RESPONSIBILITY**

You aim to accurately represent the information provided to us on or through our Websites. You acknowledge that you are participating voluntarily in using our Websites and that you are solely and personally responsible for your choices, actions and results, now and in the future. You accept full responsibility for the consequences of your use, or non-use, of any

information provided on or through these Websites, and you agree to use your own judgment and due diligence before implementing any idea, suggestion or recommendation from our Websites to your life, family or business.

## **CODE OF CONDUCT**

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

## **NO GUARANTEES**

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

using the information you receive on or through these Websites.

## **PURCHASES AND SUBSCRIPTIONS**

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

## **EARNINGS DISCLAIMER**

Any earnings, income statements or examples of success shown through our Websites are only estimates of what might be possible now or in the future. There can be no assurance as to any particular outcome based on the use of our Websites. You agree that D'Layne Benson Wellness is not responsible for the success or failure of your personal or business decisions, the increase or decrease of your finances or income level, or any other result of any kind that you may have as a result of information presented to you through our Website. You are solely responsible for your results.

## **INDEMNIFICATION AND RELEASE OF CLAIMS**

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

## **ERRORS AND OMISSIONS**

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

## **NO ENDORSEMENT**

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

## **AFFILIATES**

From time to time, we may promote, affiliate with, or partner with other individuals or businesses whose programs, products and services align with 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. D'Layne Benson Wellness 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 D'Layne Benson Wellness is not liable in any way for any program, product or service that I may promote, market, share or sell on or through our Website.

## **VARIATION**

D'Layne Benson Wellness shall have the right in its absolute discretion at any time and without notice to amend, remove or vary the Services and/or any page of this Website.

## **COMPLAINTS**

D'Layne Benson Wellness offers support to our clients in a complaints handling procedure which we will use to try to resolve disputes when they first arise, with a solution that is mutually agreeable to both the client and D'Layne Benson Wellness. Please let us know if you have any complaints or comments at [dlayne@dlaynebensonwellness](mailto:dlayne@dlaynebensonwellness).

## **SEVERABILITY**

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

## **ENTIRE AGREEMENT**

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

By using our Websites you are agreeing to all parts of the above Disclaimer. If you have any questions about this Disclaimer, please email [dlayne@dlaynebensonwellness.com](mailto:dlayne@dlaynebensonwellness.com).

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### **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.

### **Testimonial and Use of Testimonial Policy:**

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

### **Discount Policy:**

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