

DISCLAIMER

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By reading this website, you acknowledge that you are responsible for your own health decisions and agree to be bound by the following Disclaimer.

This Disclaimer, along with the Terms and Conditions, Privacy Policy, and other applicable agreements, govern your access to, and use of the website and any services, programs, or courses such as The IBS Begone Method, delivered on, www.kimberleymithihp.com and www.kimberleymithihp.ca (the “Website”, the “Course”), or by, or in affiliation with 1900239 Ontario Inc., operating as Kimberley Smith, IHP, a duly incorporated company in the province of Ontario (the “Company”). By virtue of your use of this Website and any programs or services offered therein, you will be deemed to have agreed to, and accepted the terms outlined herein. Failure to review such terms prior to the continued use, or purchase of the Course will not negate the validity of the legal terms herein.

1. LANGUAGE

2.1 The following terminology applies to this Disclaimer Notice: “Client”, “User” “You” and “Your” refers to you, the person using this Website, Course, or any programs or services sold therein. “The Coach”, “The Company”, “Ourselves”, “We”, “Our” and “Us”, refers to the Company. “Party”, “Parties”, or “Us”, refers to both the Client and the Company. Any use of the above terminology or other words in the singular, plural, capitalization, and or he/she/they, are taken as interchangeable and therefore referring to the same.

2. STANDARD DISCLAIMER

2.1 All information and resources found on the Website, Course or any programs or services sold therein, are based on the opinions of the Company and are meant to be exclusively educational and informational only with the intention to aid the user to make their own health decisions under the care and supervision of a licensed health care provider. You understand that no information and resources provided should be exclusively relied upon to determine relevant health care practices, nor to make a medical diagnosis, or to determine a treatment for a medical condition. You are strongly advised to consult with your own medical practitioner, doctor, or health care provider prior to making any changes to your health regime. You accept that the information provided for is not medical advice, and is further not intended to replace the personalized medical advice provided to you by a qualified healthcare professional. Nothing on this Website, Course or any programs or services sold therein, can be used to diagnose, treat, prevent or cure any disease or condition. While the information, resources, and knowledge shared is based on research, and experience of the Company, its primary purpose is to provide educational and information-based content for the User to increase their understanding of certain health conditions.

2.2 While the Company is an Integrative Health Practitioner, and Board Certified Health Coach with the American Association of Drugless Practitioners, the Company is not a qualified health professional or medical doctor, and any education or information provided is not intended to be, nor shall it be understood or construed as, professional advice in any capacity. Nor shall it, under any circumstance, be

understood as a recommendation that you should not consult with an industry professional on any given matter or replace the medical advisement from a qualified doctor or medical health practitioner.

3. NO GUARANTEES

3.1 The Company does not make any guarantees about the level of success or results that the Website, Course or any programs or services sold therein, may offer. While the Company makes every effort to ensure that we accurately represent our products and services, through reviews and/or results from previous clients, customers and/or users of our products and services, such reviews, testimonials or results are exceptional results used for marketing purposes. They are not intended to represent or guarantee that anyone will achieve the same or similar results. The Company does not guarantee similar levels of success or results and the User accepts the risk and full responsibility for their own well being, health and any achievement of results. The User and/or paying customer further understands that their ultimate result will be due to their own efforts, particular situation and innumerable circumstances beyond the control and/or knowledge of the Company.

4. ERRORS AND OMISSIONS

4.1 By accessing this Website, Course or any programs or services sold therein, You accept that neither the Company nor any of its owners, directors, employees or contractors, shall be held liable or responsible for any errors or omissions, nor any damages you may suffer as a result of failing to seek competent advice from a qualified professional. To the extent permitted by applicable law, all material or items provided through the Website are provided “as is” and “as available”, without warranty or conditions of any kind. Further, to the extent permitted by applicable law, the Company makes no warranties or representations about the accuracy, reliability, timeliness or completeness of the Website’s content, the content of any website linked, or information or any other items or materials on the Website or linked to by the Website. You expressly agree not to rely upon any information provided and to perform your own due diligence with the education and information provided.

5. FINAL TERMS

5.1 Severability: If any provision of this Disclaimer shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision of this Disclaimer is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

5.2 Binding Effect. This Agreement shall be binding upon the parties hereto and their respective successors and permissible assigns.

5.3 Governing Law: Any claim relating to the Company Website shall be governed by the laws of the Province of Ontario without regard to its conflict of law provisions.

Contact: Please feel free to connect with the Company to ask us any questions. All communications should be directed to: info@kimberleymithihp.com