

## **Scoliosis Health and Wellness Policies, Terms, and Conditions**

### **Program Access Policy:**

You have ongoing access to the **Spinal Rewind** content hub for the duration of your 12 weeks transformation. After your program timeframe is complete, you will be removed from the program Facebook group and access to coaching will cease. NOTE: any unused 1:1 coaching calls will no longer be available for use after the program timeframe is complete.

### **Payment Policy:**

The upfront payment cost for the Spinal Rewind program is \$1497. Payments can be made in two separate monthly installments and will be \$797 at the initial purchase and \$797 for the second installment and due one month after initial purchase. Payments are only accepted through credit card transactions on a secure site.

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

If you are on a monthly payment plan, you are required to complete all of your monthly payments regardless of your activity in **Spinal Rewind**. Failure to complete your monthly payments may result in denied access to your content hub and coaching.

### **Declined payment policy:**

As a client in **Spinal Rewind**, 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 will result in denied access to your content hub and coaching.

### Refund Policy:

In order to be eligible for a refund of the **Spinal Rewind** program you must have completed your Self Assessment form from Module 1 and the Painful Problems worksheet from Module 2 and Exit Survey and email to [nacole@nacolebradleyhealth.com](mailto:nacole@nacolebradleyhealth.com) within 7 days of initial purchase. After scoli-wedges are shipped and the release of modules 3 and 4 you are no longer eligible for a refund. Due to the program nature, intellectual property cannot be refunded and returned.

If you qualify for a refund and paid in full, a full refund will be provided within 7 business days. If you qualify for a refund and paid on a payment plan, your initial payment will be refunded within 7 business days and all future payments will be canceled.

1:1 call cancellation, reschedule and no show policy:

**Spinal Rewind** requires 1 business day notice to cancel or reschedule a 1:1 coaching session. We understand that emergencies occur and will be treated on a case by case basis. If you have a 1:1 coaching session scheduled and do not show up for your scheduled appointment, you will have 1 opportunity to reschedule. If you do not show up for that scheduled session you will forfeit the session and will not be able to rebook it.

### 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.

Nacole Bradley Scoliosis Health and Wellness

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.

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 e-mail newsletter or free ebook reports, we will send you educational and marketing e-mails.

If you would no longer like to receive promotional e-mail 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 e-mail newsletters, you will not receive these e-mails. Visitors who register or participate in other site features such

Nacole Bradley Scoliosis Health and Wellness

as marketing programs and 'members-only' content will be given a choice whether they would like to be on our e-mail list and receive e-mail communications from us.

As you browse **Nacole Bradley Scoliosis Health and Wellness** 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.

Nacole Bradley Scoliosis Health and Wellness

How can you opt-out, remove or modify information you have provided to us?  
To modify your e-mail 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 11/08/2023..

#### 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 **Nacole Bradley Scoliosis Health and 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 **Nacole Bradley Scoliosis Health and Wellness**. The collective work includes works that are licensed to **Nacole Bradley Scoliosis Health and 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 **Nacole Bradley Scoliosis Health and Wellness**, or purchasing products from **Nacole Bradley Scoliosis Health and Wellness**.

You may display and, subject to any expressly stated restrictions or limitations relating to specific material, download or print portions of the material from the different areas of these Websites solely for your own

Nacole Bradley Scoliosis Health and Wellness

non-commercial use, or to place an order with **Nacole Bradley Scoliosis Health and Wellness** or to purchase products. Any other use, **Nacole Bradley Scoliosis Health and Wellness** including but not limited to the reproduction, distribution, display or transmission of the content of these Websites is strictly prohibited, unless authorized by **Nacole Bradley Scoliosis Health and Wellness**. You further agree not to change or delete any proprietary notices from materials downloaded from the Websites.

#### TRADEMARKS

All trademarks, service marks and trade names of **Nacole Bradley Scoliosis Health and Wellness** used on the Websites are trademarks or registered trademarks of **Nacole Bradley Scoliosis Health and 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, disclaims all warranties. **Nacole Bradley Scoliosis Health and Wellness**, express or implied, including, but not limited to, implied warranties of merchantability for a particular purpose and non-infringement. **Nacole Bradley Scoliosis Health and 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. **Nacole Bradley Scoliosis Health and 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 **Nacole Bradley Scoliosis Health and Wellness** websites, such as text, graphics, images, programs, information obtained from , and any other material contained on

Nacole Bradley Scoliosis Health and Wellness

the Site **Nacole Bradley Scoliosis Health and Wellness** (“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 **Nacole Bradley Scoliosis Health and Wellness** Sites.

#### LIMITATION OF LIABILITY

**Nacole Bradley Scoliosis Health and 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 **Nacole Bradley Scoliosis Health and 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. Educational content is made available to you as a self-directed study course in group format and digital download platforms.

#### 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

Nacole Bradley Scoliosis Health and Wellness



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 **Nacole Bradley Scoliosis Health and Wellness** for any illegal or unauthorized purpose. In addition to the laws of the state of Tennessee 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. **Nacole Bradley Scoliosis Health and Wellness** reserves the right to remove individuals from our community in instances of misconduct.

#### NO GUARANTEES

**Nacole Bradley Scoliosis Health and 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. **Nacole Bradley Scoliosis Health and 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

Nacole Bradley Scoliosis Health and Wellness

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 **Nacole Bradley Scoliosis Health and Wellness** may be billed on a payment plan basis. You will be billed in advance on a recurring basis as per the payment plan agreement.

#### INDEMNIFICATION AND RELEASE OF CLAIMS

You hereby fully and completely hold harmless, indemnify and release **Nacole Bradley Scoliosis Health and 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.

#### 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 and is merely sharing information for your own self-help. **Nacole Bradley Scoliosis Health and 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

Nacole Bradley Scoliosis Health and Wellness

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 mine. There may be instances when we promote, market, share or sell programs, products or services for other partners and in exchange we may receive financial compensation or other rewards. **Nacole Bradley Scoliosis Health and 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 **Nacole Bradley Scoliosis Health and 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

**Nacole Bradley Scoliosis Health and 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

**Nacole Bradley Scoliosis Health and Wellness** offers support to our clients with 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 **Nacole Bradley Scoliosis Health and Wellness**. Please let  
Nacole Bradley Scoliosis Health and Wellness

us know if you have any complaints or comments at  
[nacole@nacolebradleyhealth.com](mailto:nacole@nacolebradleyhealth.com)

#### SEVERABILITY

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

Testimonial and use of testimonial policy:

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

Discount Policy:

**Nacole Bradley Scoliosis Health and Wellness** does not offer a discount unless otherwise advertised during a specific promotional period. If the specific promotional period has ended, no discount will be offered.

#### ENTIRE AGREEMENT

These Terms, including any legal notices and disclaimers contained on this Website, constitute the entire agreement between **Nacole Bradley Scoliosis Health and 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 [nacole@nacolebradleyhealth.com](mailto:nacole@nacolebradleyhealth.com)

---

#### 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.

#### Client/Practitioner Agreement

I hereby agree and give my consent for the participation in said program to **Nacole Bradley Scoliosis Health and Wellness** and all programs therein, including **Spinal Rewind**. I agree and consent to the following conditions:

1. Liability: I understand that **Nacole Bradley Scoliosis Health and Wellness** does not provide any form of health or accident insurance protection and that I assume this responsibility for family members or myself.
2. I further agree that I accept all risks incidental to the program and hereby release **Nacole Bradley Scoliosis Health and Wellness** from all

liabilities deriving from pursuit of said program by myself and/or members of my family.

3. I agree to pay in full upon agreement of participation in the **Spinal Rewind** program or in two monthly installments as stated above. I understand that refunds will not be given unless the above stated requirements are met. I understand that I can terminate participation voluntarily in the program prior to cessation of the program and that a refund will not be issued beyond the previously stated conditions.

Client/Parent/Legal Guardian

Signature\_\_\_\_\_

Date: \_\_\_\_\_