

## **TERMS AND CONDITIONS OF USE FOR THE FLOURISHING MAMA POSTPARTUM PLAN**

This Terms and Conditions of Use Agreement (“Agreement”) is a legally binding agreement between you (“you” “your” “customer” “client” “user” or “users”) and VIBRANT MAMA WELLNESS,LLC (“us” “we” “our” “Owner” “Company”). This Agreement sets forth the terms and conditions for your use of the FLOURISHING MAMA POSTPARTUM PLAN (“Product”). This Agreement is between you and the Owner only, and not with any other person or entity. The Owner is solely responsible for the services, content and materials provided through the Product. You acknowledge and agree to be bound by the terms of this Agreement.

This Agreement shall become effective between you and the Owner by clicking “Complete Order” “Purchase” or any other phrase on the purchase button, entering your credit card information or other billing method (either in full or partial payment) and may only be terminated for the reasons set forth below.

Please read these terms and conditions carefully before purchasing and accessing the product. We reserve the right to change, update or modify these terms and conditions by posting updates to the course platform, website, or via email. It is your responsibility to periodically review the terms and conditions and check for updates. Your continued use of the product constitutes acceptance of these terms, including any changes.

### **DISCLAIMER AND LIMITATION OF LIABILITY**

Nothing in this Agreement shall be construed as a promise or guarantee from using the Product. The Owner makes no such promises or guarantees. By purchasing the Product, you acknowledge and agree to accept any and all risk associated with and arising out of your use of the Product, whether foreseeable or unforeseeable. You agree that the Owner will not be liable for any damages resulting from any delay or denial in the use of the Product, any errors or system failures in the use of the Product, any other failure of performance of any kind, or any use or misuse of the Product and is at your own risk. In no event shall the Owner be liable for any indirect, direct, special, punitive, exemplary, or consequential damages arising out of your use of the Product. If no exclusion or limitation of liability is allowed, our liability is limited to the fullest extent permitted by law, and in no event shall our cumulative liability to you exceed the purchase price of the Product, and if no purchase has been made, in no event shall exceed \$100.00 USD.

Your use of the Product is at your own risk and is for educational purposes only. You acknowledge and agree that the Owner is not responsible for your success or lack thereof for you individually.

No professional-client relationship has been formed between us by your purchase or use of the Product. It is your responsibility to do your own research, consult, and obtain a professional for your medical, legal, financial, health, or other help that you may need for your situation.

Statements made regarding health outcomes is not a guarantee that you will have the same results. You acknowledge and agree that the Owner cannot guarantee your future results or success with the fitness program. Your success is based on your own actions and not on the Product. You acknowledge and agree that the Owner is not liable for your success or lack thereof. Before beginning any type of fitness plan or nutrition plan, it is your responsibility to consult with a medical professional or registered dietician.

Statements made regarding improving your relationships, careers, or life does not guarantee you will have these results. Your success is based on your own actions and not on the Product. You acknowledge and agree that the Owner is not liable for your success or lack thereof.

You agree and acknowledge that the Owner is not a licensed medical provider, physical therapist, or registered dietician. The Owner is a Certified Personal Trainer. The Product is not meant to be a complete solution for any situation and does not make any such promises or guarantees. It is your responsibility to obtain a professional if necessary for your situation and the Owner is not responsible for any outcome.

## **PRODUCT ACCESS**

This Product is transmitted to you through a digital download. If you are unable to access your download after purchase, please contact [meg@vibrantmamawellness.com](mailto:meg@vibrantmamawellness.com) within 7 business days.

Under this Agreement, the Owner is available to you to contact via the following channels: (private Facebook group) and in the following manner: (membership in a private facebook group).

## **INTELLECTUAL PROPERTY - LICENSE AND RESTRICTIONS**

The Product contains intellectual property that belongs to the Owner. All rights reserved. Purchase of the Product grants to you a limited, revocable, non-exclusive, non-transferable license to use the Product for the individual purposes intended. This does not grant you a license to sell, rent, copy, share or otherwise transmit or disseminate the Product or any materials provided in connection with the Product, with anyone else for commercial or non-commercial use. Any content from the Product shall not be reproduced, republished, uploaded, posted, transmitted, distributed or publicly displayed in any manner without written permission from the Owner.

Any violation by you of the license provisions contained herein may result in immediate termination of your license to use the Product, and your access to use will be revoked. Violating this license may result in charges to you from the Owner for the license you sold, shared or otherwise transmitted. We reserve the right, title and interest not expressly granted under this license to the fullest extent permitted under applicable laws.

You acknowledge that the intellectual property contained in the Product is the property of the Owner and may be protected by applicable copyright and other intellectual property laws and subject to use restriction under those laws. The Product may contain trademarks, service marks, graphics and logos that are the property of the Owner. Your purchase does not grant you license to use such.

You acknowledge and agree that if there is any intellectual property in the Product that is from a third-party, your use of the Product does not give you ownership rights or license to use such.

## **PAYMENT POLICY**

You agree and authorize the Owner to charge your designated payment type (credit card or other billing method) for the full purchase price of the Product.

You agree to not make any chargebacks to the Owner's account or cancel your credit card or billing method used without prior written consent of the Owner. In the event a chargeback or merchant dispute is commenced by you with your financial institution for the services received under which payment was owed and you are successful in recovering these funds, the Owner will provide this contract to the financial institution as well as evidence of your receipt of services.

You agree to pay for any fees associated with the Owner having to recover payments, including but not limited to, collection fees and attorneys' fees. The Owner reserves the right to report any chargeback incident to credit reporting agencies as a delinquent account.

## **REFUND POLICY**

Due to the digital nature of the Product, the Owner does not offer refunds under any circumstances.

## **CONFIDENTIALITY**

"Confidential information" shall mean proprietary information about the Owner, including but not limited to information relating to the Owner's services, business and operations, including but not limited to business plans, sources, strategies, trade secrets, procedures, marketing, sales, data, all other non-public information, and know-how or other intellectual property that may be communicated to you in any manner. All confidential information disclosed to you shall remain the property of the Owner without prior written consent. You agree not to disclose or use any confidential information in any manner other than what is permitted under this agreement for the use of the services, or as required by law. Confidential information does not include information that is already known to the public through no fault of yours or through no breach of confidentiality, received from a third party that had the right to disclose such information, or was already in your possession prior to the disclosure. You shall take reasonable steps to safeguard confidential information and to protect the accidental or unlawful disclosure of the Owner's information.

Unauthorized use or disclosure of confidential information by you in violation of this agreement is a breach of this agreement, which may result in irreparable harm to the Owner and may be subject to legal action to (1) prevent any further breach of the agreement and (2) any other remedies available in law or equity.

The terms of this section of the agreement shall survive the termination of this agreement.

## **PROHIBITED USE**

You acknowledge that the Product and any connected third party sites are to be used for the purposes intended above and not for any unlawful purpose or any purpose prohibited by the terms of this Agreement. The Owner reserves the right to terminate your access to the Product without notice if your use has not been in accordance with the terms of this Agreement. This includes transmission of any viruses, worms or other destructive codes.

The Product is intended solely for users who are eighteen (18) years of age or older. Your purchase and use of this product is your representation that you are at least 18 years of age.

## **INDEMNIFICATION**

You acknowledge and agree to indemnify and hold the Owner harmless, including costs and attorneys' fees, from any damages, losses, liabilities, costs, claim or demand made against you due to or arising out of your use of the Product or your violation of this Agreement; any infringement of third party rights by you arising out of your use of the Product, such as any intellectual property or other rights of any person or entity arising out of or related to any products or services purchased by you in connection with the Product or offered by a third party through the Product.

## **ATTORNEY'S FEES**

Any legal fees incurred due to the enforcement of this agreement by the Owner, if prevailing, shall be entitled to recover its reasonable attorney's fees and costs from you. This includes collection fees and costs incurred by the Owner in collecting payment of any amount due under this agreement.

## **NON DISPARAGEMENT**

You agree to refrain from making any disparaging comments or statements about the Owner or the services that negatively affect the Owner's business, services, products, or reputation. Notwithstanding the foregoing, nothing in this agreement shall preclude you from making truthful statements that are either required by applicable law, regulation or legal process; or for the purpose of communicating a review of the Owner's goods and/or services.

## **NO WARRANTY**

The Product is provided "as is" and without any warranty of any kind, express or implied. The Owner does not warrant or represent that the Product to always be complete, free from errors or omissions, accurate, or up-to-date at all times.

## **FORCE MAJEURE**

The Owner shall be liable for any failure or delay in performance of any obligation under this agreement, if the failure or delay in performance is due to any cause beyond our reasonable control, including, but not limited to electronic or communication failures, electrical outages, network failures, pandemics, floods, acts of God, or other similar or different occurrences beyond the reasonable control the Owner. Force majeure events shall not include a party's financial inability to perform its obligations under this agreement.

## **SEVERABILITY**

If any provision of this Agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in full force and effect.

## **NOTICE**

Any notice, demand or other communication shall be delivered in writing to:

VIBRANT MAMA WELLNESS, LLC

964 HIGH HOUSE ROAD UNIT #4106 CARY, NC 27513

MEG@VIBRANTMAMAWELLNESS.COM

## **WAIVER**

You acknowledge and agree that the failure of the Owner to enforce any provision of this Agreement shall not be deemed a waiver of the Owner's rights under this Agreement to subsequently enforce any provision of this Agreement.

## **GOVERNING LAW**

This Agreement is governed by the laws of North Carolina. By purchasing our products/services, you agree that any and all disputes arising out of or in connection with this Agreement shall be brought exclusively in North Carolina, to the exclusion of all other courts of any jurisdiction in any other state or country. You agree to waive any objections as to personal jurisdiction or venue and as to any claimed inconvenience of the chosen forum.

## **HEADINGS**

The headings used in this agreement are for convenience and reference purposes only and shall not affect the construction or interpretation of this agreement.

## **ENTIRE AGREEMENT**

You acknowledge and agree that this Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.