

Terms and Conditions and Privacy Policy for Programs, Products and Services

Terms and Conditions

These Terms and Conditions ("T&C") set forth how you may use our Programs, Products and Services, and their content, what content you can share with others and what content you can't disclose, security, intellectual property rights, and other terms of use.

Please read these T&C carefully. We reserve the right to change these T&C from time to time, and by using any of our Programs, Products and Services you are agreeing to the T&C as they appear, whether or not you have read them. If at any time you do not agree with these terms, please do not use our Programs, Products and Services.

Our Programs, Products and Services are owned and operated **by Kelly Wellness Consulting Inc.** ("Company", "we", or "us"). The term "you" refers to the user or viewer of our website.

Use and Consent

By purchasing or using any of our Programs, Products or Services, you are subject to these T&C and required to act in accordance with them, our Privacy Policy, and any other terms and conditions that may apply to our marketing of our Programs, Products and Services available through our Website or from us. Accessing our Programs, Products or Services, in any manner, whether automated or otherwise, constitutes use of the Program, Products and Services, and the Website, and your agreement to be bound by these T&C.

All of our Programs, Products and Services are intended solely for KWC clients, KWC Certified Workplace Wellness Ambassadors, KWC Associates, KWC affiliates, joint venture partners or otherwise approved by Kelly Wellness Consulting Inc. and eighteen (18) years of age or older. Any registration by, use of or access to any Program, Product or Service or our Website by anyone under 18 is unauthorized, unlicensed and in violation of these T&C. By accessing or using our Programs, Products, or Services or our Website, you represent and warrant that you are 18 years or older and that you agree to and to abide by all of our T&C.

We try to ensure that our Program, Product and Service availability is uninterrupted and that our Website, private Facebook group page, e-mail communications, and Program materials, tele-classes and/or audio or video recordings, as applicable, will be error-free. However, we cannot guarantee that your access will not be suspended or restricted from time to time, including to allow for repairs, maintenance or the introduction of new services, although, of course, we will try to limit the frequency and duration of any suspension or restriction. Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this Website for any particular purpose.

Every effort has been made to present you with the most accurate, up-to-date information, but because the nature of scientific research, health and wellness best practices, and technology is constantly evolving, we cannot be held responsible or accountable for the accuracy of our content. You acknowledge that such information and materials may contain inaccuracies or errors and we are not liable for any such inaccuracies or errors to the fullest extent permitted by law.

Additionally, we are not responsible for the views, opinions, or accuracy of facts provided by external resources referenced in our Programs, Products or Services or in any of our courses, classes, or materials. We assume no responsibility for errors or omissions in the Program, Product or Service you are using, or in documents referenced by or linked to the Program, Product or Service.

Security

We take every precaution to protect our users' information. When users submit sensitive information via the Program, Product or Service, all information is protected both online and offline.

However, due to the nature of the Internet, we cannot completely ensure or warrant the security of any information transmitted to us or through our services. Submitting information is done at your own risk.

We have security measures in place to prevent the loss, misuse, and alteration of the information that is obtained from you, but we make no assurances about our ability to prevent any such loss, misuse, to you or to any third party arising out of any such loss, misuse, or alteration.

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Information You Are Prohibited from Sharing with Others. You understand and acknowledge that the information obtained on or through our Program, Product or Service has been created, developed or obtained by us through the investment of significant time, effort and expense, and that this information is a valuable, special and unique asset of ours which needs to be protected from improper and unauthorized use.

When you enroll in or purchase this Program, Product or Service, including any of our Programs, you expressly agree that you will not steal our content or share it with any other person without our express written permission.

You agree that you are clearly and expressly forbidden from doing the following:

1. You may not duplicate, share, trade, or sell any information obtained in or through our Programs with any other person including but not limited to Certified Health Coach, Certified Wellness Educator, Holistic Practitioner, or any Other Health or Wellness Professional for their personal, commercial or business use, whether it was known to you or not at the time that you shared the information that their intention was to use the Program materials in their own Health Coaching/Consulting business or any other employment practice. This is considered theft and stealing, and we retain the right to prosecute theft to the full extent of the law.

Unauthorized use of our Programs, Products or Services or this Website may give rise to a claim for damages and/or be a criminal offence. Unless otherwise explicitly authorized in these T&C, you may not modify, copy, reproduce, republish, upload, post, transmit, translate, sell, create derivative works, exploit, or distribute in any manner or medium (including by email or other electronic means) for commercial use, to any other any other person including but not limited to health coach, wellness educator, holistic

practitioner, or any other health or wellness professional in a way that earns them money any material purchased through this Program, Product or Service or obtained including but not limited to, our Website, a password-protected Site page, private Facebook group page, audio or video recording, e-mail communications, or teleseminar calls.

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Also, in connection with the exercise of such rights, you grant us, and anyone authorized by us, the right to identify you as the author of any of your postings or submissions by name or screen name on social media. You acknowledge that we have the right but not the obligation to use and display your social media postings, and that we may elect to cease the use and display of your postings at any time. No social media postings will be shared outside of KWC social media groups without your advance permission.

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As a Licensee, you agree that you are using your own judgment in using the information provided on and through this Program, Product or Service, which is done at your own risk.

Your use of any information or materials through our Programs, Products or Services accessible on or through this Website or otherwise is entirely at your own risk, and at your clients' own risk, for which we shall not be liable. It shall be your own responsibility to discern the risks of using any of our Programs, Products or Services. You assume responsibility for your choices, actions, use or nonuse of any of the information in our Programs, Products and Services, and you acknowledge that you are using, or not using, a Program, Product or Service at your own risk.

We explicitly state that the information provided to you in our Programs, Products, or Services are not diagnosing or treating a physical or mental health problem or disease, or prescribing medication, or other treatment in any way whatsoever. **We are not, and we are not holding ourselves out as, a doctor, medical health practitioner, psychologist, therapist, licensed nutritionist, registered dietician, financial consultant, or religious clergy member, and we make no claims in this regard.**

Nothing contained in the Program, Product or Service is intended to be a substitute for the medical diagnosis or treatment that can be provided by your and your clients' physician, mental health provider, or another qualified health care professional. **You**

and your clients should always should seek the advice of your physician, mental health provider, or another qualified health care provider regarding any specific medical condition.

You acknowledge that we have not and do not make any representations as to the physical, mental, emotional, and spiritual or health benefits, future income, expenses, sales volume or potential profitability or loss of any kind that may be derived as a result of your participation in this Program, Product or Service, for you or for any of your clients.

We cannot and do not guarantee that you or your clients will attain a particular result, and you accept and understand that results differ for each individual.

We also expressly disclaim responsibility in any way for the choices, actions, results, use or non-use of the information provided or obtained through any of our Programs, Products or Services by you or by your clients.

We are not responsible for, or liable for, ensuring that our Programs, Products, or Services are compliant with the laws of any city, county, state, province, or country. There are several laws and regulations that may impact the design of your wellness programs. You alone are responsible for assuring that any workplace wellness program and/or service offering that you make to your clients meet and are compliant with all laws and regulations. In the United States, these laws may include, but are not limited to, the Genetic Information Non-Discrimination Act (GINA), Health Insurance Portability and Accountability Act (HIPPA), Americans with Disabilities Act (ADA), and the Equal Employment Opportunity Commission (EEOC), among others. **It is strongly recommended that you research your relevant city, state, county, province and country laws and regulations, as applicable, and speak with your own legal counsel prior to marketing any of your own wellness programs or any of our Programs, Products or Services to any of your clients as the law is subject to change at any time.**

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Indemnification and Limitation of Liability

Under no circumstances, including, but not limited to negligence, shall anyone related to our Company or any subsidiary and parent companies or affiliates, included but not limited to our shareholders, directors, officers, staff, employees, affiliates, successors, transferees, assignees or licensees and their respective parent and subsidiary companies, agents, associates, officers, directors, shareholders and employees, be liable for any direct, indirect, incidental, special or consequential damages that result from the use of, or the inability to use, the Program, Product or Service, including its materials or third-party materials made available through the Program, Product or Service, even if we are advised beforehand of the possibility of such damages.

You specifically acknowledge and agree that we are not liable for any defamatory, offensive or illegal conduct of any other Program, Product or Service participant or user, including but not limited to you and your clients.

You agree at all times to defend, indemnify and hold harmless the Company, our shareholders, directors, officers, employees, affiliates, successors, transferees, assignees or licensees and their respective parent and subsidiary companies, agents, associates, officers, directors, shareholders and employees of each from and against accidents, delays, injuries, harm, loss, damage, death, lost profits, personal or business interruptions, misapplication of information, physical or mental disease, condition or issue and any and all claims, causes of action, damages, liabilities, costs and expenses, including legal fees and expenses, arising out of or related to our Programs, Products or Services

as experienced by you, anyone affiliated in any way with your business, and/or any of your clients, and/or your breach of any obligation, warranty, representation or covenant set forth in these T&C.

These T&C require the use of arbitration on an individual basis to resolve disputes, rather than jury trials, and limit the remedies available to you in the event of a dispute. You fully understand and agree that by enrolling in, purchasing and/or using any of our Programs, Products or Services that you are waiving certain legal rights and you are voluntarily agreeing to do so.

Links to External Websites or Use of Social Media

From time to time our Website may also include links to other websites or to social media sites. These links are provided for your convenience to provide further information and to allow you to visit other website(s) of interest easily. However, once you have used these links to leave our Website, you should note that we do not have any control over that other website or social media. Therefore, we cannot be responsible for the protection and privacy of any information which you provide while visiting such sites or social media, and such sites and social media sites, even if operated by us, are not governed by these Terms and Conditions and Privacy Policy.

You should exercise caution and look at the privacy statement of the website or social media sites you are visiting or using. Use of external links to other sites or social media do not signify that we endorse them. We bear no responsibility for the content of the linked website(s) or social media websites.

We accept no liability for any of the views, facts, opinions, or references in the Program, Product or Service whatsoever. Information posted on this Website related to this Program, Product or Service or linked to a third party website, may express a perspective which may or may not necessarily reflect our views.

Your Conduct

You must not use our Program, Product or Service, or any aspect related to it, in any way that causes or is likely to cause access to it to be interrupted, damaged or impaired in any way and you must use it for lawful purposes only. You understand that you are solely responsible for all electronic communications and content sent from your computer to us by you. You may not use our Program, Product or Service, or any aspect related to it, in any of the following ways:

- For fraudulent purposes or in connection with a criminal offence or to otherwise carry out any unlawful activity
- To send, use or re-use any material that is illegal, offensive, abusive, indecent,

harmful, defamatory, obscene or menacing, abusive, threatening, defamatory, objectionable, invasive of privacy, in breach of confidence, infringing of any intellectual property rights, or is otherwise injurious to third parties, or which consists of or contains software viruses or any other harmful or similar computer code designed to adversely affect the operation of any computer software or hardware, commercial solicitation, chain letters, mass mailings or any spam

- To cause annoyance, inconvenience or needless anxiety to anyone or anything
- To impersonate any third party or otherwise mislead as to the origin of your content
- To reproduce, duplicate, copy, alter or resell any of our content in contravention with these T&C or any other agreement with us.

Online Commerce

If paying by PayPal or credit card, you give us permission and authorization to automatically charge your credit or debit card as payment for your Program for which you will receive an electronic receipt. For any installment payment, you give us permission to automatically charge your credit or debit card at the time it is due without any additional authorization.

In the event that payment is not received by the date due, whether paying in full or by installment, you will have forty-eight (48) hours to make the payment otherwise the Program, Product or Service will not continue.

If you fail to make payment in a timely manner in accordance with these Terms and Conditions or voluntarily decide to withdraw from our Program, Product or Service at any time or for any reason whatsoever, you still will remain fully responsible for the full cost of the Program, Product and/or Service after the forty-eight (48) hour window to seek a refund according to the Refund Policy below.

When you purchase this Program, Product or Service, the information provided and obtained as part of the transaction, such as your credit card number and contact information, may be collected by both the third-party merchant and by us. A merchant may have privacy and data collection practices that are different from ours. We have no responsibility or liability for the merchant's independent policies.

You agree to be financially responsible for all purchases made by you. You agree to purchase and use the Program, Product or Service for legitimate, personal or limited commercial purposes only. You also agree not to make any purchases for speculative, false or fraudulent purposes or for the purpose of anticipating demand for a particular

product or service.

You release us and our affiliates from any damages that you incur, and agree not to assert any claims against us or them, arising from your purchase or use of this Program, Product or Service.

You agree to only purchase this Program, Product or Service for yourself or for another person for whom you are legally permitted to do so. When making a purchase for a third party that requires you to submit the third party's personal or financial information to us or a merchant, you represent that you have obtained his/her consent to provide such third party's personal information.

For more information regarding a merchant, its online store, its privacy policies, and/or any additional terms and conditions that may apply, visit that merchant's website and click on its information links or contact the merchant directly.

Refund Policy

Your satisfaction with your Program, Product or Service is important to us. If this Program, Product or Service is not the right fit for you, we will gladly refund you 100% of your purchase price **within forty-eight (48) hours of your purchase**, provided that you submit an e-mail to info@kellywc.com explaining why, and we will issue a refund of the purchase price.

If a refund is issued to you, you must cease using any of our Program, Product or Service materials immediately upon receipt of your refund. You must remove them, or references to them, from your Website, sales pages, e-mail communications, social media, and any other method of communication within twenty-four hours (24) hours after your refund has been received. You may not continue to use or sell any portion of the Program, Product or Service in any way following your refund or you will be violating these T&C.

All T&C set forth herein, and all copyright, trademark, and intellectual property rights remain indefinitely, even after a refund is provided.

Termination

We reserve the right in our sole discretion to refuse or terminate your access to the Program, Product, Service and/or our Website, private Facebook group page, e-mail communications, or any other method of communication related to the Program, Product or Service at any time without notice. Should you wish to terminate the Program, Product or Service by seeking a refund, these termination terms will apply to you as well.

In the event of cancellation or termination, all remaining balances owed shall be

immediately due, and you are no longer authorized to access the Program, Product, Service or our Website, private Facebook group page, e-mail or any or other method of communications affected by such cancellation or termination. The restrictions imposed on you with respect to material received for the Program, Product or Service and all of the disclaimers and limitations of liabilities set forth in these T&C, shall survive such termination of your access and apply in full force.

Dispute Resolution

It is hoped that should we ever have any differences, we could be able to work them out amiably through a phone conversation or e-mail correspondence. However, should a dispute ever arise between us, we agree now that we will submit to binding arbitration before a single arbitrator, selected jointly, in accordance with the National Arbitration Rules of Canada. Any judgment on an arbitrator's award, if made, is binding and may be entered into any court having the appropriate jurisdiction. Prior to seeking arbitration, you must submit your complaint to me via e-mail. You understand and agree now that the only remedy that can be awarded to you through arbitration is full refund of your Payment made to date. No award of consequential or of any other damages may be granted to you.

By signing this Agreement you are agreeing to a modification of the statute of limitations such that any arbitration must be commenced within one (1) year of the date of the act, omission, or other conduct complained of as submitted by you in e-mail, or shall otherwise be forfeited forever. **You also agree that should arbitration take place, it will be held in the city of St. Albert in the province of Alberta, Canada, and the prevailing party shall be entitled to all reasonable attorney's fees and costs necessary to enforce the Agreement.**

These T&C and Privacy Policy shall be construed according to the laws of the city of St. Albert, province of Alberta, and country of Canada.

In the event of a dispute between us, you agree to not engage in any conduct or communications, public or private, designed to disparage us, our company, or any of our Programs, Products or Services. Where requested by law or arbitration, of course, you are not prohibited from sharing your thoughts and opinions as a part of the legal process.

If this T&C and Privacy Policy, or any part therein, is construed to be invalid or unenforceable, it shall not affect the validity or enforceability remainder of the T&C and Privacy Policy which shall be given full force and effect.

If you have any questions about any term of these T&C, please contact us info@kellywc.com. Thank you.

Privacy Policy

This Privacy Policy sets forth how we use and protect any information that you give us when you use our Programs, Products or Services. We are committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using this Program, Product or Service, then you can be assured that it will only be used in accordance with this privacy statement.

We may change this Privacy Policy from time to time. You should check this page from time to time to ensure that you have seen any changes as you are bound by them implicitly through your use of our Program, Products and Services.

Privacy Policy Consent

Use of the data that you provide to us, or which is collected by us on or through our Programs, Products or Services is governed by this Privacy Policy. By using or purchasing our Programs, Products or Services, you agree and consent to this Privacy Policy.

Submission, Storage and Sharing of Personal Data

What We Collect. We may seek personal data including your name, e-mail address, and other contact information, namely when you purchase our Programs, Products or Services. By providing such information to us, you grant us permission to use and store such information. We, in turn, will use our best efforts to keep such information safe and secure. We may collect the following information: (1) name and job title, (2) contact information including home address, employer address, phone and/or email address, (3) demographic information such as location, preferences and interests, (4) information relevant to customer surveys and/or offers, (5) information that you provide through your Program, Product or Service participation, and (6) corporate information and data. If you believe that any information we are holding on you is incorrect or incomplete, please contact us as soon as possible. We will promptly correct any information found to be incorrect.

What We Do With the Information We Gather. We request and require various personal data to understand your needs and provide you with a better service. In addition, we may gather such information for the following reasons: (1) internal record keeping, (2) to improve our Programs, Products and Services, (3) to periodically send promotions about new Programs, Products or Services or other special offers from which you may unsubscribe at any time, (4) for aggregate, non-identifiable data for market research purposes, and/or (5) to customize the respective Program, Product or Service you purchase or use according to your interests.

Storage. All information is stored through a data management system. This information can only be accessed by those who help manage that information in order to deliver e-mail or otherwise contact those who would like to receive our correspondence. You agree and acknowledged that our Company and those who manage the data management system may have access to your personal information.

Confidentiality. All information collected by us will be held in confidentiality and will not be disclosed to third parties, except that we may disclose personal information: (1) pursuant to the T&C and the terms of this Privacy Policy, (2) if we are required to do so by law, (3) in the good-faith belief that such action is necessary to conform to the edicts of the law, (4) to comply with legal process served on us, our partners, sponsors, investors, or affiliates, (5) to protect and defend our rights or property or those of our users and/or (6) to act as immediately necessary in order to protect the personal safety of our users or the public. We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law to do so.

Viewing by Third Parties. Note that whenever you make your personal information available for viewing by third parties through our Programs, Products or Services, such as on or through our Website or the private Facebook group page, the information you share also can be seen, collected and used by third parties, and therefore, we cannot be responsible for any unauthorized third party use of such information that you voluntarily share online or in any other manner.

How We Use Cookies. A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyze web traffic or lets you know when you visit a particular website. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.

Like most companies, we use traffic log cookies to identify which pages are being used. This helps us analyze data about web page traffic and improve our website in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system.

Overall, cookies help us provide you with a better website, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us.

You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of our Program, Services, or

Products.

Passwords

To use certain features of our Programs, Products and Services, you may be issued a unique or group username and password, which you will receive through your registration and/or purchase process. You may have the opportunity to change your login and password. In either case, you are responsible for maintaining the confidentiality of your username, password and account information, and you are responsible for all activities (whether by you or by others) that occur under your username, password or account.

You are not permitted to share your username and/or password with anyone. If we learn you have shared your username and/or password with another person, we reserve the right to immediately terminate your access to the Program, Product or Service, Website and/or private Facebook group.

It is your responsibility to protect your own password from disclosure to others. We cannot and will not be liable for any loss or damage arising from your failure to protect your password or account information. You are responsible for activities that take place using your password(s) and within your account. If you share your password(s) with anyone, they may be able to obtain access to your personal information at your own risk.

You agree to notify us immediately of any unauthorized use of your password or account or any other breach of security, and to ensure that you exit from your account at the end of each session.

By using our Programs, Products and Services, you agree to enter true and accurate information as part of the registration, purchase process and otherwise. If you enter a false email address, we have the right to immediately inactivate your account.

We will use our best efforts to keep your password(s) private and will not otherwise share your password(s) without your consent, except as necessary when the law requires it or in the good faith belief that such action is necessary, particularly when disclosure is necessary to identify, contact or bring legal action against someone who may be causing injury to others or interfering with our rights or property.

If you have any questions about any terms of this Privacy Policy, please contact us at info@kellywc.com. Thank you.