

The Wellness Incentive, LLC Terms & Conditions

By visiting this website and/or purchasing something from The Wellness Incentive, LLC, you engage in the 'Service' and agree to be bound by the following terms and conditions ("Terms of Service", "Terms"), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. Those Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/or contributors of content.

Please read these Terms of Services carefully before accessing or using the website, *thewellnessincentive.com*. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. The Wellness Incentive, LLC reserves the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to this website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms and Conditions.

The failure of The Wellness Incentive, LLC to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. These Terms of Service and any policies or operating rules posted by The Wellness Incentive, LLC on this site or in respect to The Service constitutes the entire agreement and understanding between me and The Wellness Incentive, LLC and govern my use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between me and The Wellness Incentive, LLC (including, but not limited to, any prior version of the Terms of Service). Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party (The Wellness Incentive, LLC).

I acknowledge that my participation in health and wellness coaching is expressly conditioned on my agreement to each of the terms of this document. I acknowledge and agree as follows:

1. RISKS OF PARTICIPATION AND USE This website's content is not a substitute for direct, personal, professional medical care and diagnosis. Physical exercise, sport, and recreational activities may cause injury. I understand that there is an inherent risk of injury when choosing to participate in any physical exercise, sport, wellness, and/or recreational activities. There may be more risks for people in poor health or with pre-existing physical or mental health conditions. Because of these risks, I will not participate in any program available at The Wellness Incentive, LLC if I am in poor health or have a pre-existing mental or physical condition that will put me at significant risk of harm. My participation is a voluntary activity in all respects and I assume all risks of injury and illness that may result from such participation in any individual activities. These risks may also exist for those who are currently in good health right now.

I have been advised by The Wellness Incentive, LLC to consult with a physician before I undertake any physical exercise program. I certify that I am in good health and sufficient physical condition to properly participate in fitness activities; that I am knowledgeable about the proper use of any and the rules of any activities that I will participate in; and that I will carefully read the operating instructions for any fitness equipment prior to use and will operate such equipment in strict accordance with instructions.

I am aware that any suggestions regarding my nutrition are being provided on a general basis and I will not be receiving an individualized meal plan. I will not replace or disregard my dietary recommendations from my physician or a licensed nutritionist with any information discussed with my wellness coach. Any programs should be performed or otherwise used with clearance from my physician or healthcare provider first.

I am aware that the coaching relationship does not represent psychological counseling or any kind of therapy, physical therapy, or specific mental health advice, or any other advice whatsoever, for any individual or company, and should not be relied upon in that regard. This website and 1:1 wellness coaching is not intended to be medical care and nothing on this website should be misconstrued to mean otherwise. The Wellness Incentive, LLC reserves the right to refuse service to anyone for any reason at any time.

As the participant, I recognize and acknowledge that there are risks of physical injury and I agree to assume the full risk of any injuries (including death), damages, or loss which I may sustain as a result of

participating in any and all activities arising out of, connected with, or in any way associated with wellness activities described on this website or 1:1 coaching. I acknowledge that participation in these activities is voluntary. It is possible that I may become injured when performing exercise, especially when using poor form. Although instruction is included on form for each exercise, The Wellness Incentive, LLC is not responsible for injuries sustained due to poor form or other factors. I am choosing to participate despite these risks, of my own free will and accord.

I, on behalf of myself, do hereby fully release and discharge The Wellness Incentive, LLC and their agents and employees from any and all liability, claims, and causes of action from injuries or illness (including death), damages or loss which I may have or which may accrue to me on account of participation in suggested wellness activities throughout the duration of my website usage and any coaching. This is a complete and irrevocable release and waiver of liability. Specifically, and without limitation, I, on behalf of myself, hereby release The Wellness Incentive, LLC from any liability, claim, or cause of action arising out of negligence. I, on behalf of myself, renounce any (legal) claims for any alleged liabilities, claims, or causes of action released hereunder against The Wellness Incentive, LLC.

I further agree to indemnify and hold harmless and defend the The Wellness Incentive, LLC from any and all claims resulting from injuries or illness (including death), damages, or loss, including, but not limited to attorneys' fees, sustained by me arising out of, connected with, or in any way associated with my participation in wellness activities. The Wellness Incentive, LLC will be held harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to arising out of my breach of these Terms of Service or the documents they incorporate by reference, or my violation of any law of the right of a third-party. In the event of any emergency, I authorize The Wellness Incentive, LLC. to secure from any licensed hospital, physician and/or medical personnel any treatment deemed necessary for my immediate care and agree that I will be responsible for payment of any and all medical services rendered.

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provisions shall nonetheless be enforceable to fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

2. EXPECTED RESULTS I am aware that coaching results can vary and are not guaranteed. I agree that I am entering into coaching with the understanding that I am responsible for my own decisions and

results. It is possible to not get the results I have expected and it is also possible that I will not achieve any positive results of any kind.

3. **SERVICES** The Wellness Incentive, LLC reserves the right to refuse or discontinue service to anyone for any reason at any time. The Wellness Incentive, LLC reserves the right, but is not obligated, to limit the sales of Services to any person, geographic region or jurisdiction. The Wellness Incentive, LLC may exercise this right on a case-by-case basis. The Wellness Incentive, LLC reserves the right to limit quantities of any Services that are offered. All descriptions of services or service pricing are subject to change at any time without notice, at the sole discretion of The Wellness Incentive, LLC. Any offer for any service made on this site is void where prohibited. The Wellness Incentive, LLC also does not warrant the quality of any services, information, or other material purchased or obtained by you will meet my expectations, or that any errors in the Service will be corrected.

The Wellness Incentive, LLC reserves the right to refuse any order I place through this website, via email, or in-person with Lindsay. The Wellness Incentive, LLC may, in sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that The Wellness Incentive, LLC makes a change to or cancel an order, Lindsay may attempt to notify me by contacting the email and/or billing address/phone number provided at the time the order was made. The Wellness Incentive, LLC reserves the right to limit or prohibit orders that, in sole judgment, appear to be placed by dealers, resellers or distributors.

I agree to provide current, complete and accurate purchase and account information for all purchases made on this website's Services page. I agree to promptly update your information, including email address and credit card numbers and expiration dates, so that transactions can be completed and The Wellness Incentive, LLC can contact me as needed.

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes. These Terms of Service are effective unless and until terminated by either me or The Wellness Incentive, LLC. I may terminate these Terms of Service at any time by notifying The Wellness Incentive, LLC/Lindsay that I no longer wish to use The Wellness Incentive, LLC's/Lindsay's services, or when I cease using this website. If in The Wellness Incentive, LLC's sole judgment I fail, or it is suspected that I have failed, to comply with any term or provision of these Terms of Service, The Wellness Incentive, LLC may terminate this agreement at any time without

notice and me will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny me access to the Services (or any part thereof).

4. ONLINE/WEBSITE TERMS I will not use, reproduce, duplicate, copy, sell, resell, or exploit any or all logos and materials received and visualized from The Wellness Incentive, LLC on any personal matters other than for the purposes of my coaching without written permission by The Wellness Incentive, LLC. I will not utilize these materials for distribution with or without the intent of monetization. I may not use the products for any illegal or unauthorised purpose nor, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws). I will not transmit any worms or viruses or any code of a destructive nature. A breach or violation of any of the Terms will result in an immediate termination of your Services. In addition to other prohibitions as set forth in the Terms of Service, I am prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit other to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. The Wellness Incentive, LLC reserves the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

The information contained on the official Wellness Incentive, LLC website is intended for educational and informational purposes only. This information does not replace treatment plans, diagnoses, or guidance recommended by a licensed physician or other medical professional. I understand that I will not be receiving health care, medical treatment, or diagnosis from this website, coaching, or purchased materials. I understand that any questions I have about my specific health concerns will be directed towards my licensed medical professional. Any reference or link in the website does not represent an endorsement. The Wellness Incentive, LLC is not responsible for the contents of any web pages, companies, or persons linked or referenced in the website.

The Wellness Incentive, LLC is not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk. The Wellness Incentive, LLC is not responsible for the impact these generalized strategies may have on my overall health. This site may also contain historical information. Historical information, necessarily, is not current and is provided for your reference only. The Wellness Incentive, LLC reserves the right to modify the contents of this site at any time, but The Wellness Incentive, LLC has no obligation to update any information on this site. I agree that it is my responsibility to monitor changes to this site.

5. PRICING AND FINANCIAL CONSIDERATIONS I understand that my content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks. Your submission of personal information is governed by the Privacy Policy of The Wellness Incentive, LLC. Please view this for more information.

Prices for products are subject to change without notice. The Wellness Incentive, LLC reserves the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. The Wellness Incentive, LLC shall not be liable to you or to any other third-party for any modification, price change, suspension or discontinuance of the Service. Occasionally there may be information on this site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers and availability. The Wellness Incentive, LLC reserves the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order). The Wellness Incentive, LLC undertakes no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

6. THIRD PARTY CONSIDERATIONS The Wellness Incentive, LLC may provide me with access to third-party tools over which The Wellness Incentive, LLC. neither monitor nor have any control nor input. I

acknowledge and agree that The Wellness Incentive, LLC provides access to such tools 'as is' and 'as available' without any warranties, representations or conditions of any kind and without any endorsement. The Wellness Incentive, LLC shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by me of optional tools offered through the site or through 1:1 coaching is entirely at my own risk and discretion and I will ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

The Wellness Incentive, LLC may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Services.

Third-party links on this site may direct me to third-party websites that are not affiliated with The Wellness Incentive, LLC and The Wellness Incentive, LLC is not responsible for examining or evaluating the content or accuracy and does not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

The Wellness Incentive, LLC is not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

7. USER COMMENTS, FEEDBACK, OTHER SUBMISSIONS, TESTIMONIALS All the testimonials on this website are real. However, it must be disclaimed that these testimonials are not claimed to represent the most common or typical results with The Wellness Incentive, LLC's programs. They are meant as a showcase of what the most motivated and dedicated people can achieve by following the specific instructions in individualized, 1:1 coaching. My results may vary from and I may not get the same results compared to someone else when using the services due to differences in my individual history, genetics, and personal motivation/dedication. I understand that the end results I get will depend upon the individual and how much effort I put in.

If, at the request of The Wellness Incentive, LLC you send certain specific submissions or without a request of The Wellness Incentive, LLC you send creative ideas, suggestions, proposals, plans, or other

materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that The Wellness Incentive, LLC may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comment that you forward to The Wellness Incentive, LLC. The Wellness Incentive, LLC is and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments. The Wellness Incentive, LLC may, but has no obligation to, monitor, edit or remove content that The Wellness Incentive, LLC determines in sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

8. WARRANTIES AND LIMITATION OF LIABILITY The Wellness Incentive, LLC makes no representations or warranties of any kind, express or implied, as to the operation of its website, the information, content, materials, programs, services, or products included on the website. I agree that my use of, or inability to use, these services is at my sole risk. To the full extent permissible by applicable law, all warranties are disclaimed, expressed or implied, including implied warranties of merchantability and fitness for a particular purpose. The service and all products and services delivered to you through the service are (except as expressly stated by The Wellness Incentive, LLC) provided 'as is' and 'as available' for your use, without any representation, warranties, or conditions of any kind, either expressed or implied.

The Wellness Incentive, LLC will not be liable for damages of any kind arising from the use of its website including, but not limited to, direct, indirect, incidental, equitable, punitive, and/or consequential damages. In no case shall The Wellness Incentive, LLC, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to my use of the service, including, but not limited to, any errors or omissions in any content, or any loss or damage any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility.

The Wellness Incentive, LLC does not guarantee, represent or warrant that my use of the service will be uninterrupted, timely, secure or error-free. The Wellness Incentive, LLC does not warrant that the results that may be obtained from the use of the service will be accurate or reliable. I agree that from time to time

The Wellness Incentive, LLC may remove the service for indefinite periods of time or cancel the service at any time, without notice to me.

I have read and fully understand this Disclaimer, Acknowledgement, and Release of Liability.

By agreeing to these Terms of Services, I represent that I am at least the age of majority in my state or province of residence, or that I am the age of majority in my state or province of residence and I have given my consent to allow any of my minor dependents to use this site.