

## **R3 Revitalize Terms and conditions**

Last updated: September 6, 2023

Please read the following prior to your use.

### **Introduction**

Welcome to R3 Revitalize website – [www.r3revitalize.com](http://www.r3revitalize.com). These terms and conditions (“Terms and conditions”) apply to the Site and all its divisions, subsidiaries, and affiliate-operated Internet sites, which reference these Terms and Conditions. This website is owned and operated by R3 Revitalize. Throughout the site, the terms (“R3 Revitalize”, “us,” “we,” or “our”) offer a virtual third-party service provider that offers personal support and accountability to women and men through this website [www.r3revitalize.com](http://www.r3revitalize.com).”(the “Service”).

These Terms of Service (“Terms”) are provided to guide your use of and relationship with our Site, web pages, platforms, applications and services. In these Terms, you may be addressed as “you”, “your” or “User”. The rules that follow are really important and form part of the Terms and Conditions of Service (“Terms”). If you don’t agree with these rules or any other portion of the Terms, please don’t use the Service.

R3 Revitalize offers this website, including all information regarding our personal support and accountability to women and men, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here. R3 Revitalize LLC a company registered in the State of Florida and the Department of the Treasury Internal Revenue Service in the United State and operating within the ambit of the laws of the State of Florida United State, having its registered mailing address at PO Box 524, Ozona, FL 34660.

### **Modification of Terms**

We may amend these Terms at any time by posting revised Terms on the Site and/or sending you Notice of the same to the email address associated with your Account, as defined herein. Each revised version will state its effective date, which will be on or after the date in which it is posted or sent. Your continued use of the Services after the effective date constitutes your acceptance of the revised Terms.

## **Acceptance of Terms**

You understand that by using Services, you are agreeing to be bound by these Terms, including any and all of your warranties and representations contained herein. If you do not accept these Terms in their entirety, you may not access or use the Services. If you agree to these Terms on behalf of an entity, you represent and warrant that you have the authority to bind that entity to these Terms. In that event, "you" and "your" will refer and apply to that entity.

## **Definitions of Terms**

**"Account"** means collectively the personal information, Payment Information and credentials used by users to access Paid content and / or any communications System on the website;

**"Account Settings"** means an individual User's settings with regard to the Services including, without limitation, contact information, and service costs, as applicable.

**"Content"** means any text, graphic, image, audio, video, software, data compilation, and any other form of information capable of being stored in a computer that appears on, or forms part of this website;

**"Services"** means, means collectively any online facilities, tools, services or information that R3 Revitalize makes available through the website either now or in the future;

**"Payment information"** means any details required for the purchase of service from this website. This includes, but is not limited to, Discover, America Express, Visa, Mastercard, credit card, debit card, Venmo, check, and PayPal.

**"Purchase information"** means collectively any orders, invoices, dispatch notes, receipts or similar that may be in hard copy or electronic form;

**"System"** means any online communications infrastructure that R3 Revitalize makes available through the website either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links;

**"user" or "users"** means any third party that accesses the website and is not employed by R3 Revitalize service and acting in the course of their employment;

**“Website”** means the website that you are currently using (www.r3revitalize.com) and any sub-domains of this site (e.g. r3revitalize.com) unless expressly excluded by their own terms and conditions

**"Advertiser"** means any User that uses the Services to purchase our service.

**“Booking Form”** means the form, either in hard copy or electronic (i.e., on our website) where R3 Revitalize or the Customer completes with the Customer’s information and details for an order or booking appointments.

**"Intellectual Property Rights"** means, any and all right, title, and interest of every kind whatsoever, whether now known or unknown, in and to patents, trade secret rights, copyrights, trademarks, service marks, trade dress and similar rights of any type under the laws of any governmental authority, including, without limitation, all applications and registrations relating to the foregoing.

**"Prohibited Advertisers"** means any company that may be reasonably classified as a "multi-level marketing company" or any company that creates, produces, or distributes adware, malware, spyware, or any other software that may reasonably be classified as a "potentially unwanted program" or "PUA."

**"Privacy Policy"** means “R3 Revitalize” policy regarding privacy, which also governs your use of the Services and is incorporated herein by reference. The current version is available on our website.

**"Protected Content"** means all non-User Generated Content included as part of the Services, including but not limited to, text, graphics, logos, images, as well as the compilation thereof, the look and feel of the Services, including, without limitation, the text, graphics, code, and other materials contained therein.

**"Third Party Payment Processor"** means any third-party payments application, including but not limited to PayPal, Discover, America Express, Visa, Mastercard, credit card, debit card, and Venmo.

**"Terms of Service"** or ("**Terms**") means any and all terms, conditions, obligations, covenants, representations, and warranties contained herein.

### **Account and Membership Registration**

In order to access our Services, you may need to open an account. Do not use an account that does not belong to you or is not registered in your name. As a condition of using our Services, you agree to provide accurate and complete information. You are responsible for activity that occurs under your account. If provided with a user name, password for Quenza or any other piece of security information, treat this information as confidential, and do not disclose it to any other person or entity. Your account is

personal to you and you may not provide anyone else with access to this website, or its Services, using your user's name, password or other security information. Notify us immediately if you discover a breach of security or an unauthorized use of your account.

This website is offered to users who are 18 years of age or older. Using this website, you represent and warrant that you are of legal age and can form a binding contract. If you don't meet this requirement, you must not access or use the website. R3 Revitalize has the right to disable any username, password or other identifier at any time in our sole discretion, including if, in our opinion, you violate these Terms. Where an identifier is disabled, we are not liable for losses suffered, including but not limited to the loss of any data, purchase history, or otherwise. If there is unauthorized use of your account, you may be liable for any damages or losses suffered by R3 Revitalize.

#### Customers

- a. To become a customer, you must be at least 18 years old and not more than 60 years old.
- b. You must provide accurate and complete information when registering for the customer portal.
- c. Customer program offerings is based on need and personality style and are available at different levels. Customers are responsible for selecting the service level that best meets their needs and personality style.
- d. Customers commit to themselves and their results, while R3 Revitalize partners with them for coaching services, personal support and accountability.
- e. Support or action plan call fees are non-refundable. Service level fees selected by the customer will be attested and agreed upon in the coaching service agreement disclosure contract.

#### **Customer Portal**

In order to use our service, you are required to provide the accurate information, Name, Phone, Email, we use Quenza for the customer portal and collection of data and information required for the success of the customer. NOTE: Customers are selected based on behavior state of change and open mindset. The action plan application intake process identifies if the customer would be ready to accept a year or six-month commitment into the program or if there would be other options for them to start with first such as the digital only platform offered by R3 Revitalize.

## **Services description**

Coaching services provided at R3 Revitalize is a virtual third-party service provider offering personal support and accountability to women and men ages 35-60 who feel lost, unhappy, or unhealthy. Our services include coaching, mentoring, and educational resources related to health, love, career, and Christian faith.

R3 Revitalize provides personal support and accountability to its customers. This includes mentoring and other support services. R3 Revitalize offers services in the areas of health, love, career, and Christian faith. Customers will learn positive psychology skills, success principles, and build confidence in self-directing freedom while integrating biblical principles. Revitalize does not provide medical, counseling, legal, or financial advice and reserves the right to refer off to another professional service based on member need.

## **PROHIBITED ACTIVITIES**

The following activities are prohibited on the R3 Revitalize website:

- a. Using the R3 Revitalize website for any illegal or unauthorized purpose, including but not limited to infringing any intellectual property rights or other rights of any person or entity.
- b. Posting or transmitting any content that is illegal, fraudulent, threatening, abusive, libelous, defamatory, obscene, pornographic, profane, or otherwise objectionable.
- c. Posting or transmitting any material that contains viruses, Trojan horses, worms, time bombs, cancelbots, or any other harmful or deleterious software or code.
- d. Engaging in any activities that would damage, disable, overburden or impair the R3 Revitalize marketplace or its servers or networks.
- e. Attempting to gain unauthorized access to the R3 Revitalize site or any other accounts, computer systems, or networks connected to the R3 Revitalize, through hacking, password mining, or any other means.
- f. Using any robot, spider, scraper, or other automated means to access the R3 Revitalize site for any purpose without our express written permission.

- g. Using the R3 Revitalize site marketplace to engage in any spamming or other unsolicited communications.
- h. Using the R3 Revitalize site to engage in any fraudulent or deceptive activities.
- i. Falsifying or omitting information when registering for an account on the R3 Revitalize site.

We reserve the right to terminate your access to the R3 Revitalize site and/or take legal action if you engage in any of the above-prohibited activities.

Any person found to be in violation of these terms and conditions will be immediately banned from the R3 Revitalize site.

## **Consultation**

To discover if you would be an eligible customer. You will be asked to schedule a coaching call on the website, a calendar link will populate to schedule your free call. What to expect for that call? We will partner to create a doable game plan you can choose to act on over the next 24 hours. We will explore if becoming a customer with R3 Revitalize is your next step based on your personality and needs. You will determine if your next step is trying the 12-day free digital coaching trial. If R3 Revitalize is not the right fit at this time, your coach will help you determine what additional resources could be available to you.

## **Third Party Links**

Our Services may contain links to third party websites not under our ownership or control. We are not responsible for the content, privacy policies, or practices of any third-party websites and you relieve R3 Revitalize from any and all liability arising from your use of a third-party website.

## **Trademarks and Intellectual Property**

R3 Revitalize and all related names, logos, service names, designs and slogans are trademarks of R3 Revitalize or its affiliates or licensors. You may not use these marks without our written permission. All other names, logos, service names, designs and slogans on this website are the trademarks of their respective owners. This website and its features, functionality (Content, trademarks, service marks and logos) are owned by, or if not owned licensed to, R3 Revitalize and are subject to copyright, trademark, patent, trade-secret and other intellectual property or proprietary rights under the law. You may only use these as directed, to the extent directed. If you have any questions, please contact us.

## **Your Use of the Service—Permissions and Restrictions**

You have our permission to use Services as outlined in these Terms provided that:

- You agree not to alter or modify any part of a Service or any copyright, trademark or other proprietary notices appearing in a Service.
- You agree not to use a Service for commercial uses unless you obtain our prior written approval.
- You agree not to use, or launch, an automated system that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. This includes, but isn't limited to, "robots," "spiders," or "offline readers."
- You agree not to collect or harvest any personally identifiable information from the Service (e.g., account names from comments or email) or to use a Service's Content or communication systems for solicitation purposes.
- You don't introduce viruses, trojan horses, worms, logic bombs or other material that is malicious or technologically harmful. And you do not attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of this website, the server on which the website is stored, or any server, computer or database connected to the website.
- You don't engage in any other conduct that restricts or inhibits anyone's use or enjoyment of our Services, or which, as determined by us, may harm us or users of our Services.
- You agree to one thank you package per person and attest you are at least 18 years of age.

**Payment/Coupon Codes:** Payment for all services and digital downloads shall be through our website or Paypal via scheduled call in Calendly. In the event we suspend or terminate your account because of a breach of these Terms, you agree you will not receive a refund for any unused subscription time, any license or subscription fees for any portion of a Service, any content or data associated with your account, or anything else. We reserve the right to withhold payment or charge back to your account any amounts otherwise due to us under these Terms, or amounts due because of your breach of these Terms. All

membership fees must be paid in full before starting. Coupon Codes: From time to time, R3 Revitalize will run specials that offer promotions, discounts, or coupons. All specials will be assigned a coupon code. The Checkout is limited to one coupon code per paid-in-full transaction. If you have access to more than one coupon, pick the highest discount available to you. Discounts will not apply to the content available via digital downloads or prepaid al-la-carte coaching calls.

### **Termination of Use or of an Account**

Please note, use of our Services does not give users a continued right to use or have access to such Services. We want everyone to enjoy their experience, and consequently we reserve the right to terminate a user's access to a Service, including a user's account, if the user: (1) engages in predatory, bullying or unlawful behavior, (2) violates these Terms, (3) infringes on the intellectual property rights of others, or (4) infringes on the privacy rights of others. This includes the ability to remove a post that we believe is in violation of these Terms.

### **Warranty Disclaimer**

YOU AGREE YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, R3 REVITALIZE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE OF THE SERVICES. R3 REVITALIZE ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, OMISSIONS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE (OF ANY NATURE) RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED ON THEM, (IV) ANY INTERRUPTION OF OUR SERVICES, OR (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY. R3 REVITALIZE DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY ITEM LISTED, ANY SERVICES FEATURED IN ANY BANNER OR OTHER ADVERTISING. R3 REVITALIZE WILL NOT BE A PARTY TO, OR IN ANY WAY BE RESPONSIBLE FOR MONITORING, ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF SERVICES SO PLEASE USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

### Limitation of Liability

IN NO EVENT WILL R3 REVITALIZE BE LIABLE TO YOU FOR DAMAGES (THIS INCLUDES DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES) RESULTING FROM (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM ACCESS TO OR USE OF SERVICES, (III) UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OF OUR SERVICES, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS, OMISSIONS, INACCURACIES OR MISTAKES IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND THAT RESULTS FROM YOUR USE OF ANY CONTENT MADE AVAILABLE VIA THE SERVICES. THIS LIMITATION APPLIES WHETHER OR NOT A CLAIM IS BASED ON A THEORY OF WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT THE COMPANY IS AWARE SUCH DAMAGES ARE POSSIBLE. HOWEVER, THE FOREGOING LIMITATION APPLIES ONLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, THE CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

### Indemnity

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless R3 Revitalize its owners, operators, affiliates, and each of its or their directors, employees, licensors, licensees, service providers, successors, permitted assignees and agents (individually and collectively “R3 Revitalize”) from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising or resulting from: (i) your use of and access to a Service; (ii) your violation of these Terms; (iii) your violation of any third party right, including without limitation any intellectual property right or privacy right; or (iv) any claim that your Content caused damage to a third party. To be clear, this obligation to indemnify, defend and hold us harmless will survive these Terms and your use of the applicable Service(s).

### Severability

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

### **Governing Law and Jurisdiction**

The Site shall be governed by and facilitated at with the laws of Pinellas County in the State of Florida, United States, including federal copyright and trademark laws, and the laws of the state of United States applicable to contracts entered into and to be wholly performed therein without regard to conflict of laws or choice of law principles. By visiting and using the Site, you consent to the jurisdiction of the courts presiding in Pinellas County in the State of Florida, United States and you agree to accept service of process by mail. Any action based on a breach of any provision of these Terms & Conditions shall be brought exclusively in the federal or local courts presiding in Pinellas County in the State of Florida. You hereby waive any and all jurisdictional and venue defenses that might otherwise be available.

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Territory and the parties agree to submit to the exclusive jurisdiction of the courts of the Territory.

### **Complaints, Feedback or Comments**

Please contact us at [R3coach@outlook.com](mailto:R3coach@outlook.com) and we will always use a reasonable effort to look at any and all issues dispassionately and in a timely manner.