

WEBSITE TERMS OF USE

Last updated on November 15, 2024

This website, www.wayzahealth.com ("Site") is owned and operated by Wayza Health Ltd., a business operating under the laws of Alberta, Canada. In these Terms of Use ("Terms"), "we", "us" and "our" refer to Wayza Health and the terms "you" or "your" refer to any individual user of our Site or if you are using this Site on behalf of your employer, means both you and your employer.

NOTICE: It is your responsibility to carefully read these Terms of Use ("Terms") prior to using our Site or purchasing or accessing any of our services, products and free or paid offerings, content, webinars, course, membership portals or resources (collectively, "Services"). These Terms govern and define your use of the Site and Services and are legally binding on you.

USE OF OUR SITE AND SERVICES

When you accessed our Site or opted-in to any of our Services you were given reasonable notice that these Terms existed. **By accessing and continuing to use our Site or by clicking to accept or agree to these Terms when the option is made available to you, you agree to be legally bound and abide by these Terms and our Privacy Policy whether or not you have read them.** If you do not agree with these Terms or our Privacy Policy, you must not use or access our Site or Services.

By using our Site or by clicking to accept these Terms of Use ("Terms"), you accept and agree to be bound by and comply with these Terms as well as our Privacy Policy. By purchasing or accessing any of our Services, you further warrant to us that you are at least 13 years of age. If you are not at least 13 years of age, you are not allowed to use our Site. If you are using this Site on behalf of your employer, you guarantee that you have the authority to bind your employer to the Terms. If you do not meet these requirements, you must stop using our Site.

While we aim to keep this Site as up-to-date as possible, we cannot guarantee that all content on our Site is entirely accurate, complete, or up to date. We reserve the right at any time to modify or discontinue, in whole or in part, any Services offered or change the prices of Services without notice. We are not liable to you or any third-party for any modification, price change, suspension or discontinuation of any Services.

If you wish to have any of your personal information and/or access to our Site removed, you may email us at michelle@wayzahealth.com and we will make reasonable efforts to do so. More information about how we collect, process and store your personal information can be found in our [Privacy Policy](#).

COURSE USE AND CONSENT

When you purchased or opted-into any Services, including any online course on our Site, you were given reasonable notice that these Terms of Use existed. By purchasing and accessing Services you implicitly agree to abide by these Terms of Use, confirm you are aware of any disclaimers, and acknowledge and agree to our Privacy Policy. Failure to abide by these terms may result in our termination of your use of any Services.

By purchasing or accessing any Services, you further warrant to us that you are at least 18 years old or the applicable age of majority in your jurisdiction. Purchasing or accessing our Services if you are a minor is a violation of use, and we reserve the right to terminate your access if it is discovered you are a minor.

While we aim to keep this Site as up-to-date as possible, we cannot guarantee that all content on our Site is entirely accurate, complete, or up to date. We reserve the right at any time to modify or discontinue, in whole or in part, any Services offered or change the prices of Services without notice. We are not liable to you or any third-party for any modification, price change, suspension or discontinuation of any Services.

If you wish to have any of your personal information and/or access to our Site removed, you may email us at michelle@wayzahealth.com and we will make reasonable efforts to do so. More information about

FEES AND REFUNDS

Fees

Fees are as listed on our Site and in CDN dollars. We reserve the right to change our Fees at any time and without notice.

Refunds

We do not provide refunds. Any refunds issued will be in our sole discretion and determined on a case-by-case basis.

Chargebacks

You agree to provide us fourteen (14) days' notice to rectify any issues directly with us before submitting and attempting a chargeback with your financial institution or any third-party payment processor we use to process payment on our Site. We reserve the right to present proof of your access and these Terms any third party investigating the dispute. By initiating any chargeback dispute, you expressly agree to forfeit any and all bonuses, affiliate bonuses, or other materials or resources provided to you. We reserve the right to present proof of your access to the Services and your acceptance of these Terms to any third party investigating the dispute.

Payment Authorization

If any payment is recurring or made via a payment plan, you authorize our continued access to your financial information stored in any third-party payment processor we may use until your payment has been received in full and in accordance with any other payment terms accepted at the time of checkout.

Subscriptions

Subscription purchases are delivered automatically based on the preferences you set in your account. By selecting the subscription option, you are authorizing us to charge your credit card for future purchases based on the quantity and frequency you have specified. You accept responsibility for all recurring charges prior to cancellation. You can change or cancel your subscription up to 72 hours prior to your designated delivery date. You will receive a reminder email 3 days prior to each shipment.

INTELLECTUAL PROPERTY AND OWNERSHIP OF RIGHTS

Ownership of Intellectual Property Rights

All content, resources, materials, images, text, designs, graphics, page layouts, icons, videos, logos, taglines, trademarks (whether common law or registered), copyright, and service marks (“Intellectual Property”) on our Site, Services or posted on social media is owned by us, unless attributed otherwise. All content on the Site and in any Services is proprietary to us and you may not modify, whether in whole or in part, and of our Intellectual Property as this is a violation of federal law.

You are strictly prohibited, and may NOT under any circumstance, use our Intellectual Property in any way including re-posting or republishing any of our Intellectual Property to any third-party website or social media platform for any purpose whatsoever.

Linking to our Site and Social Media

Before you link to our website or social media, please ensure you are following our guidelines for doing so. If you wish to link to our Site as a source for a blog, article, or other marketing or promotional purpose you are required to include a direct link to our Site in the cited material. You are not permitted to share copied information or content from our Site without our express, written permission. All links to our Website must establish that you do not have any association or endorsement from the Company (absent a separate affiliate agreement, influencer agreement, or other written agreement).

You are not permitted to repost any of our information on your own website or social media account without our express written permission. You agree to immediately remove any content when requested by us.

Digital Product Licensing

When you purchase or opt-in to any of our digital products, services or other resources (collectively “Digital Products”), you do not obtain any ownership interest or other rights to the Digital Products and all ownership in the Digital Products remains with us. By purchasing or opting into Digital Products you receive a limited, non-transferable, non-exclusive, revocable license for non-commercial use only in order to access our Digital Products. As a condition of your use of any materials provided to you, you may not, under any circumstances, reproduce, copy, modify, sell or use such materials except as it was originally intended when it was provided by us to you, including sharing with any third-party. If it is determined that you have breached this limited license, this will be considered infringement of our Intellectual Property rights and we specifically reserve the right to invoice you for any licenses you have sent to others, seek damages, an injunction, and/or any such other available legal remedy in our sole discretion.

As part of your limited, non-transferable, non-exclusive royalty-free license you may (i) access the Services for your personal use or use in your business for non-commercial purposes; (ii) download or print any of the materials provided to you as part of the Services for your personal use or personal use in your business only.

For clarity, as a condition of your limited license you may not: (i) re-sell, distribute or trade your access or passwords to access the Digital products; (ii) share the Digital Products with anyone else who has not yet purchased it or opted in to receive it; (iii) republish any of the Digital Products, in part or in whole; (iv) distribute any of the materials contained in the Digital Products or related materials and/or communications as your own; (v) use the Digital Product in whole or in part as “inspiration” or make minor changes to any part or whole of your purchases for resale, sharing or distribution as your own work; (vi) claim ownership or use over any of our intellectual property, including but not limited to our

Digital Products without our prior consent, which includes (but is not limited to): copyrights such as downloads, resources, courses, workbooks, lessons, videos, and more; trademarks such as names, logos, taglines, or other unique source identifiers; or trade dress including the look and feel of any of our Digital Products or other offerings (and its related communications and materials); or (vii) use our Digital Products or Intellectual Property in any related materials and/or communications in an unlawful way or for any illegal or unlawful purpose(s).

Violations and Indemnity

We take violations and infringement of our Intellectual Property rights seriously. We expressly reserve the right to take whatever legal steps necessary to protect and defend our Intellectual Property, and violators will be prosecuted to the fullest extent permissible by law. You agree to indemnify, defend and hold us harmless for any and all damages, costs and expenses, including legal fees, arising from your misuse of our Intellectual Property and our enforcement of our rights.

Media Release

By using our Site, you grant us a commercial license to use any image(s), including any containing your likeness, that you submit to us whether voluntarily or by default, such as your profile picture on any social media platforms, for our future business use.

SECURITY

General

You understand that unfortunately, the transmission of information via the internet is not completely secure. Although we make commercially reasonable efforts to protect your information, we cannot guarantee the security of your personal information transmitted to our Site. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on our Site.

Security

If at any time you are required to create a username and password to access any Services, it is your responsibility to protect your username and password from theft or any other means of unauthorized use that would violate these Terms. If you become aware that your password has been compromised or your account has been breached, it is your responsibility to notify us immediately by sending an email to michelle@wayzahealth.com.

Use of Third-Party Applications

In order to run our Site and provide our Services, we use a number of third-party applications, such as for processing payment, delivering electronic newsletters, and booking systems. For more information as to how your personal information is collected, stored and processed, please refer to our Privacy Policy. You understand it is your responsibility to review the terms of use for any such third-party applications. If you do not agree with the terms of use for any third-party application used by our Site, please discontinue use of our Site and Services immediately.

Confidentiality

You acknowledge that we have no duty of confidentiality to you, unless otherwise explicitly stated, such as in a subsequent client agreement, or as may be mandated by law or fiduciary duty.

Your Communication with Us

By submitting a comment, photo, video or other materials to our Site or any other platform owned or maintained by us, you grant us a non-revocable, commercial license to re-publish your submission, in whole or in part, unless you expressly state that we may not do so. You acknowledge that we have no duty of privacy or confidentiality to you by accessing our Site.

Any communications made through our contact form, blog comments, social media pages or other related pages, or directly to our phone(s), mailing or email addresses is not held privileged or confidential and may be subject to viewing and/or distribution by third-parties. We own any and all communications displayed on our website, servers, comments, emails, or other media as permitted under law and will not give credit or pay royalties for unsolicited user-generated content such as blog comments or emails. For more information on when and how we store and use your communications or any information provided by you in those communications, please refer to our Privacy Policy.

We maintain the right to republish any communication or submission, in whole or in part, as reasonably necessary in the course of our business. You agree not to submit any content or communications that contain sensitive information or that could be illegal or serve an unlawful purpose, including, but not limited to communications that are potentially libelous or maliciously false, obscene, abusive, negligent, or otherwise harmful or inappropriate. We reserve the right, in our sole discretion, to block your access to our Site and Services as a result of any such behaviour that we deem inappropriate.

Prohibited Behaviour

By using our Site, you agree not to misuse or tamper with our Site, including but not limited to hacking, introducing viruses, trojans, worms, logic bombs or other technologically harmful material that would harm the functionality of, or jeopardize the security of our Site. We will immediately report any such breach or what we deem in our discretion to be harmful activities to the relevant law enforcement authorities. You agree to indemnify, defend and hold us harmless from any and all third-party claims, liability, damages and/or costs arising from your use and misuse of our Site and/or your breach of these Terms.

ASSUMPTION OF RISK AND DISCLAIMERS

Assumption of Risk

Use of this Site is at your own risk. You understand and agree that use of our Site, its contents and purchase of any services, or items found or attained through this Site is at your own risk. While we host our site on a reputable platform and take commercially reasonable efforts to maintain and host the Site, we make no representations, warranties or guarantees as to your individual safety when using our Site. You further assume all risk associated with your access to and use of any information or materials provided to you on the Site, Services or any other pages, platforms or profiles maintained by us and any subsequent actions you choose to take, or not to take, as a result of the information, influence or educational materials provided or made available to you.

Warranties Disclaimer

We make no warranties as to our Site, the Services or any related materials. You agree that our Site, and Services are provided “as is” and without warranty of any kind either express or implied. To the fullest extent permissible pursuant by applicable law, we expressly disclaim all warranties, including, but not limited to, warranties of merchantability, fitness for a particular purpose and non-infringement.

No Guarantees; Testimonial Disclaimer

While we may reference certain results, outcomes or situations on this Site or Services, you understand and acknowledge that we make no guarantee as to the accuracy of any third-party statements or the likelihood of success for you as a result of any statements or testimonials contained on our Site or as part of the Services. The testimonials, statements and/or opinions presented on our Site are the results of the individuals who provided them. Results and/or experiences of each individual may vary. The testimonials used on our Site may not represent and does not guarantee the same or similar result or experience of others who use our Site and/or Services. All testimonials provided on our Site were voluntarily provided without payment or in exchange for any compensation, including free Services, unless expressly indicated otherwise.

General Disclaimer

To the fullest extent permitted by law, we expressly exclude any liability for any direct, indirect, or consequential loss or damage incurred by you or others in connection with the use of our Site or the Services, including without limitation any liability for any accidents, delays, injuries, harm, loss, damage, death, lost profits, personal or business interruptions, misapplication of information, physical, mental, emotional, or spiritual injury or harm, loss of income or revenue, loss of business, loss of profits or contracts, anticipated savings, loss of data, loss of goodwill, and for any other loss or damage of any kind, whether caused by negligence, breach of contract or otherwise, whether foreseeable or unforeseeable.

Earnings Disclaimer

You agree that you understand individual outcomes will vary. Case studies or testimonials are not indicative of guaranteed results. Each individual user approaches our Services with different backgrounds, disposable income levels, motivation, and other factors that are outside of our control. We cannot guarantee your success or financial gain merely upon access of our Site or your use of Services.

Third Party Disclaimer

You acknowledge and agree that we are not liable for any defamatory, offensive, or illegal conduct of any other third-party participant or user, including you.

Technology Disclaimer

We make reasonable efforts to provide you with modern, reliable technology, software, and platforms from which to access our Site and Services. In the event of a technological failure, you accept and acknowledge that we are not in any way responsible or liable for said failure and any resulting damages to you or your business. While we will make reasonable efforts to support you, some technological issues are outside our control and you may need to access support from a third-party provider. We do not warrant that the Site will be functional, uninterrupted, correct, complete, appropriate, or error-free, that defects will be corrected, or that any part of the Site or Services are free of viruses or other harmful components. We do not warrant or make any representations regarding the use or the results of the use of our Site, Services or related materials, or on third-party websites in terms of their correctness, accuracy, timeliness, reliability, or otherwise.

Use of Artificial Intelligence Disclaimer

We may use artificial intelligence ("AI") to create content and resources for our Site. Our Site and related materials may contain the use of AI technologies including, but not limited to, AI-generated text, graphics, images, and/or audio. We confirm AI technology was used as a tool by us to supplement, enhance, and make suggestions to our content, and not as a replacement for our own thoughts, ideas and final materials. We further confirm that the content and resources, opinions and final products,

whether offered for free or for sale, are wholly human and original to us. We retain and maintain sole copyright ownership over such content. We further confirm we were given a non-exclusive license to use such AI-generated content from third-party AI platform(s). You understand and acknowledge that we make no guarantee as to the accuracy of third-party AI-generated content contained herein and you expressly acknowledge and understand that any information or knowledge you gain as a result of using any AI-generated content on this website is used at solely at your own risk.

Not Professional Advice

We are not medical, legal, financial, or other regulated professionals, or if we are, your use of our Site does not mean we are providing our professional services to you. You expressly acknowledge and agree that we are not acting in any professional capacity, including medical, legal, financial, or otherwise during the course of any Service. No part of our Site, the Service or any related content or materials are to be construed as medical, legal or financial advice. We expressly disclaim any and all responsibility for any actions or omissions you choose to make as a result of using this Site and/or Services.

By visiting our site, no professional or client/patient relationship is formed. We owe you no duty of confidentiality or other professional duty as a result of your use of our Site and/or Services, unless we have expressly agreed to enter into a doctor-patient relationship with you.

Third-Party Contributors

We may provide content to you written by third-party contributors on our Site. While we make our best effort to ensure all of our writers are qualified in their industry and reflect our values, we make no guarantees of quality or accuracy. All written content on the Site are opinion pieces and must not be interpreted as our opinion or as specific advice. We are not liable for any third-party contributors' content or opinions. You must not rely on Site content or third-party contributors' opinions and always seek the appropriate professional advice.

Online Store Disclaimer

Certain products may be available exclusively online through the Site and in limited quantities. We have made every effort to display as accurately as possible the colours and images of our products that appear on the Site. We cannot guarantee that your computer monitor's display of any colour will be accurate. We reserve the right, but are not obligated, to limit the sale of products to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. All descriptions of products and pricing of products are subject to change at any time without notice and we reserve the right to discontinue any product at any time. We do not warrant that the quality of any products will meet your expectations, or that any errors in the Service will be corrected.

LIMITATION OF LIABILITY AND INDEMNITY

Limitation of Liability

EXCEPT WHERE SUCH EXCLUSIONS ARE PROHIBITED BY LAW, UNDER NO CIRCUMSTANCE WILL COMPANY NOR, WHERE APPLICABLE, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, AFFILIATES OR SUCCESSORS ("COLLECTIVELY, THE "RELEASED PARTIES") BE LIABLE FOR NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENT MISREPRESENTATION, FUNDAMENTAL BREACH OR DAMAGES OF ANY KIND, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF

DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, BREACH OF PRIVACY, OR OTHERWISE, EVEN IF THE PARTY WAS ALLEGEDLY ADVISED OR HAD REASON TO KNOW, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, OR RELIANCE ON, THE WEBSITE, ANY LINKED WEBSITES OR SUCH OTHER THIRD-PARTY WEBSITES, NOR ANY WEBSITE CONTENT, MATERIALS, POSTING, OR INFORMATION ON THE WEBSITE EVEN IF THE PARTY WAS ALLEGEDLY ADVISED OR HAD REASON TO KNOW.

OUR SOLE AND ENTIRE MAXIMUM LIABILITY, FOR ANY REASON, AND YOUR AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE, WHATSOEVER, SHALL BE LIMITED TO ANY ACTUAL AMOUNT PAID BY YOU FOR ANY PRODUCTS AND/OR SERVICES YOU HAVE ORDERED THROUGH OUR SITE.

Release, Indemnity and Waiver

To the maximum extent permitted by applicable law, you agree to defend, indemnify release and hold harmless the Released Parties from and against any claims, liabilities, damages, judgements, awards, losses, costs, expenses or fees (including reasonable legal fees) arising out of or relating to your breach of these Terms or your use of our Site, including but not limited to any user submissions, third-party sites, any use of our Site's content or materials, services and products other than as expressly set out in these Terms.

Affiliate Disclaimer

We may use affiliate links to sell certain products or services on our Site meaning that if you click on a link and purchase an item, we may receive an affiliate commission. In doing so, we disclaim any and all liability as a result of your purchase through one of the links, including but not limited to, the delivery, quality and safety of the purchased product or service. We will use reasonable efforts to notify you when and where we have placed affiliate links in addition to this disclaimer located in these Terms. You accept express liability for any and all consequences or benefits of clicking the affiliate links contained on our Site or related communications. You agree it is your obligation to read the terms and conditions for any affiliate site, services or products.

Termination of Your Use

If at any time we believe that you have violated these Terms, we shall immediately terminate your use of our Site, the Services and any related communications as we deem appropriate and in our sole discretion. At any time, we may block or revoke your access of our Site and Services at any time without notice, and if necessary, block your IP address from further visits to our Site.

DISPUTES AND CLAIMS

Notice of Dispute or Claim

You will not file any legal action against Wayza Health in any forum without submitting a detailed description of your dispute or claim to us at michelle@wayzahealth.com ("Dispute"). The information you provide to us must include specific information about the Claim such as the nature of the issue, the Site page(s) affected by the issue, reference to any legal authority governing the issue, such as citations to state privacy laws, CANSPAM statutes, or similar regulations, and any other information a reasonable person would consider relevant to resolving the issue.

Resolution Process

We shall have ninety (90) days to respond to your email notice. If you send more than one (1) email notice, the 90-day response timeline applies separately to each email notice you send. If your issue is not

resolved within ninety (90) days, you have thirty (30) days to request an informal mediation about the issue with Wayza Health. If we agree to mediation, the mediation will take place in Spruce Grove, Alberta with a professional mediator to be mutually selected by the parties. The parties will split the costs of mediation equally.

Litigation

If a dispute between you and Wayza Health cannot be resolved informally or through mediation, litigation may be commenced in the courts of Spruce Grove, Alberta. Each party agrees to submit to the exclusive jurisdiction of such courts with respect to any dispute(s) and agrees not to bring any dispute(s) in any other court or adjudicative body. Each party hereby consents to venue and personal jurisdiction in such courts with respect to such dispute(s) and irrevocably waives any right that it may have to assert that such forum is not convenient or that any such court lacks jurisdiction.

Jury and Class Action Waiver

YOU WAIVE THE RIGHT TO A TRIAL BY JURY, TO PARTICIPATE IN A CLASS ACTION, OR TO SEEK REMEDIES BEYOND THE EXTENT NECESSARY TO PROVIDE INDIVIDUALIZED RELIEF. YOU AGREE NOT TO ACT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED OR DE FACTO CLASS OR REPRESENTATIVE PROCEEDING, OR AS A PRIVATE ATTORNEY GENERAL OR ON BEHALF OF THE GENERAL PUBLIC.

Time Limitation

Any Dispute(s) must be filed within two (2) years after the cause of action arose and you waive any statute of limitations to the contrary.

Injunctive Relief

Your breach of these Terms is likely to cause immediate and/or irreparable harm to Wayza Health. As such, we may seek injunctive relief against you without the need to post bond.

GENERAL

Full Agreement

You acknowledge that these Terms of Use, together with our Privacy Policy constitute the full agreement relating to your use of the Site and Services.

Governing Law, Jurisdiction; Legal Fees

These Terms as well as our Privacy Policy are governed by and interpreted in accordance with the laws of Alberta and the federal laws of Canada where applicable. Any disputes arising directly or indirectly from this Agreement will be submitted and heard exclusively in the courts of Spruce Grove, Alberta. Subject to applicable law, the substantially prevailing party in any dispute litigation regarding any Disputes(s) will be entitled to recover reasonable legal fees and costs, including expert costs.

Severability

If any of the provisions of these Terms are found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not, to the extent permitted by law, in any way be affected and will remain enforceable.

Waiver

The failure by is to exercise or enforce any right or provision of this Terms shall not operate as a waiver of such right or provision. Any waiver of these Terms by us must be expressly set out in writing.

All Rights Reserved

We reserve the right to update and change these Terms at any time and it is your responsibility to review these Terms periodically. You can review the most current version of our Terms at any time by visiting this page. [If you want to be notified about changes to these Terms and our Privacy Policy, please email us at michelle@wayzahealth.com and we will add you to our notification list.] If you continue to use the Site after we make changes, you agree to the changes. All rights not expressly set out and granted in these Terms and Conditions of Use and/or our Privacy Policy are expressly reserved by us.

Contact

If you have any questions about these Terms and Conditions of Use, please send an email to: michelle@wayzahealth.com.