WEBSITE TERMS AND CONDITIONS OF USE

Last Updated on: September 25, 2025

By using this website as a user (hereinafter "You"), You agree to the following Terms and Conditions of Use. Please read them carefully before using this website.

GENERAL PROVISIONS

This website ("Site") is owned and operated by Valerie Diane Nutrition and Wellness LLC d/b/a the Wellness Vault (hereafter "Our," "We," "Us," or "Company"). Our principal place of business is located at 35322 Marabella Ct., Winchester, California 92596.

Use of this Site is at Your own risk. We host this Site on a reputable platform and take reasonable efforts to maintain and host the Site. However, We make no explicit representations or warranties as to the safety of Your individual use of the Site. The Terms and Conditions of Use contained on this page are subject to change at any time.

AGE REQUIREMENTS

You must be of legal age of majority in Your place of residence to be able to form legally binding contracts under applicable law to use Our Site and to purchase Our templates, plans, graphics, guides, recipes, resources, and other digital materials and products. Anyone who does not meet these criteria is unauthorized, unlicensed, and in violation of these Terms and Conditions. By using this Site, You represent and warrant that You can form a legally binding contract under applicable law and are of legal age of majority where You reside, and that You agree to abide by all of the terms and conditions of these Terms and Conditions.

LICENSE TO USE CONTENT

All purchases, downloads, or subscriptions from Company include access to certain templates, plans, graphics, guides, recipes, resources, and other digital materials and products ("Licensed Materials"). Your use of the Licensed Materials is governed by Our **PLR Licensing Agreement**, which sets out the permitted and prohibited uses. The PLR Licensing Agreement is incorporated into these Terms & Conditions by reference and can be found **HERE**.

By purchasing, downloading, or otherwise using the Licensed Materials, You acknowledge and agree to be bound by the PLR Licensing Agreement in addition to these Terms & Conditions.

DIGITAL PRODUCTS RETURN POLICY

Digital products such as templates, plans, graphics, guides, recipes, resources, and other digital materials and products that are downloadable are not eligible for return.

ACCESSIBILITY STATEMENT

We are committed to making Our Site and services accessible to everyone, including individuals with disabilities. We strive to comply with the Americans with Disabilities Act (ADA) and to follow best practices for web accessibility.

goal is to provide a positive, accessible experience for all visitors by working toward conformance with the Web Content Accessibility Guidelines (WCAG). We continuously review Our Site and update features to improve accessibility.

If You encounter any accessibility barriers or have difficulty using any part of Our Site, please contact Us at <u>valerie@embody-wellness.com</u>. We welcome Your feedback and will make reasonable efforts to address any issues promptly.

INTELLECTUAL PROPERTY NOTICE

All text, photographs, graphics, designs, and other materials on this Site (including the Licensed Materials) are subject to the copyrights and other intellectual property rights of Valerie Diane Nutrition and Wellness LLC d/b/a the Wellness Vault, and are protected by United States Copyright Laws (U.S.C. Title 17). You may only use the Licensed Materials and all other works created by Us as set forth in Our Membership Agreement and Terms and Conditions and Our PLR Licensing Agreement. Website materials may not be copied for any reason, including Your personal use, commercial use, or distribution, nor may these materials be modified or reposted to other sites, without the prior express written permission of Company. You may only use the Licensed Materials and all other works created by Us as set forth in Our Membership Agreement and Terms and Conditions and Our PLR Licensing Agreement. We may prosecute You to the fullest extent permissible should We choose to do so, including asking for financial penalties (damages) and/or an injunction forcing You to stop using Our intellectual property immediately.

Company owns the following Trademark(s):.

Company owns the following Copyright(s):

YOUR COMMUNICATIONS

Any communications made through Our blog, blog comments, newsletter sign-up, or other related pages, or directly to Our phones or mailing or email addresses, are not held privileged or confidential and are subject to viewing and distribution by third-parties. We own any and all communications displayed on Our Site, servers, comments, emails, or other media as allowed by United States 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 data provided by You in those communications, please refer to Our Privacy Policy.

We maintain a right to republish any 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 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.

DISCLAIMERS

You agree to indemnify and hold harmless Our Site and Company for any direct or indirect loss or conduct incurred as a result of Your use of Our Site and any related communications, including as a result of any consequences incurred from technological failures such as a payment processor error(s) or system failure(s).

While We may reference certain results, outcomes, or situations on this Site, You understand and acknowledge that We make no guarantee as to the accuracy of third-party statements contained herein or the likelihood of success for You as a result of these statements or any other statements anywhere on this Site. If You have medical, legal, or financial questions, You should consult a medical professional, lawyer, or CPA and/or CFP respectively. We expressly disclaim any and all responsibility for any actions or omissions You choose to make as a result of using this Site, related materials, products, or the materials contained herein.

While Company may offer discounts or offers at various times, these discounts or offers may be terminated or amended at any time without explanation or warning. Sales, discounts, and offers will not be retroactively applied to past purchases.

This Site is updated on a regular basis, and, while We try to make accurate statements in a timely and effective manner, We cannot guarantee that all materials and related media contained herein are entirely accurate, complete, or up-to-date. You expressly acknowledge and understand that any information or knowledge You gain as a result of using this Site is used at Your own risk. If You should see any errors or omissions and would like to let Us know, please email Us at: valerie@embody-wellness.com.

ADVERTISEMENTS

We do not necessarily endorse or recommend any of the goods or services advertised on or through Our Site. We do not necessarily endorse or recommend any affiliates using Our services, if applicable.

EARNINGS DISCLAIMER

Company makes no income/financial claims nor guarantees of any kind regarding the potential income that can be generated through Our Site, communications, or Your participation in the purchase of any of Our products. Past results presented on the Site are not an indication or promise of Your results. There is no guarantee You will earn any money using any of Our materials, and Your revenue is dependent solely on You and Your actions or non-actions.

AFFILIATES

This Site may use affiliate links/codes to sell certain products or services. We disclaim any and all liability as a result of Your purchase through one of these links/codes. We will use reasonable efforts to notify You when and where We have placed affiliate links/codes in addition to this disclaimer located in these Terms & Conditions. You accept express liability for any and all consequences or benefits of clicking the affiliate links or using any affiliate codes contained on this Site or related communications.

TERMINATION

If at any time Company feels You have violated these Terms and Conditions, Company shall immediately terminate Your use of Our Site and any related communications as We deem appropriate. It is within Company's sole discretion to allow any user's access of Our Site, and We may revoke this access at any time without notice, and, if necessary, block Your IP address from further visits to Our Site.

ENTIRE AGREEMENT

The information contained herein constitutes the entire agreement between Site users and Our Company relating to the use of this Site.

SEVERABILITY & NO WAIVER

If any part of these Terms and Conditions of Use is deemed unlawful and/or unenforceable, all other provisions contained herein will remain in full force and effect. Any failure by Company to enforce a provision of these Terms and Conditions of Use shall not constitute a waiver of any other portion or provision of these Terms and Conditions of Use.

HEADINGS

Headings and titles are provided in these Terms and Conditions of Use for convenience only and will not be construed as part of the legal terms.

VENUE & JURISDICTION

These Terms and Conditions of Use and Our Privacy Policy shall be governed by and construed in accordance with the laws of the State of California, including all matters of construction, validity, performance, and enforcement, and without giving effect to the principles of conflict of laws. You agree that any dispute or lawsuit arising out of, or concerning, this Agreement that is not first resolved by arbitration shall be resolved exclusively in a federal or state court of competent jurisdiction located in Riverside County, California, United States. You and Company assume responsibility for Your own collection costs and legal fees incurred should enforcement of these conditions become necessary.

ARBITRATION

Any and all disputes or disagreements arising between Company and You out of these Terms and Conditions of Use upon which an amicable understanding cannot be reached shall be decided by arbitration in accordance with the procedural rules of the American Arbitration Association. Company and You agree to be bound by the decision of the arbitrator(s). The arbitration proceeding shall take place in Riverside County, California, United States. The cost and expenses of the arbitrators shall be shared equally by the parties. Each party shall be responsible for their own costs and expenses in presenting the dispute for arbitration.

QUESTIONS

If You require any more information or have any questions about these Terms and Conditions of Use or Our Privacy Policy, please feel free to contact Us by email at: valerie@embody-wellness.com.

View Our Privacy Policy **HERE**.

View Our Membership Agreement and Terms and Conditions **HERE**.

View Our PLR Licensing Agreement **HERE.**