Terms of Use

Unpacking Cholesterol and Heart Health Workshop

Please read the Terms of Use for the Program carefully and in their entirety before purchasing and using the Unpacking Cholesterol and Heart Health Workshop (hereinafter referred to as the "Program"). The Program and its content are owned by Gut Hormone Health LLC.

1. Definitions:

"Company", "We", "I", "Our", or "Us" means Gut Hormone Health LLC.

"Participation", "Participating", "Using", or "Use" means reading, implementing, trying, or otherwise engaging in the Program.

"You" or "Your" means the purchaser and person using the Program.

2. Consent:

By participating in the Program, you implicitly and voluntarily agree to act in accordance with, agree to, and abide by, these Terms of Use.

3. DISCLAIMER:

By participating in the Program, you understand that Chelsea Sanfilippo is a Registered Dietitian and Master of Science in Nutrition.

This Program is for informational and educational purposes only. The information and education provided in this Program is not intended or implied to supplement or replace the professional advice of

an attorney, accountant, and/or financial advisor. You should contain with a professional in those areas (financial, legal, accounting, etc.) in person with someone where you live or work to discuss issues or questions pertaining to your particular legal, financial, or business situation.

Although we do our best to make sure all of the Program's content is up to date and/or accurate, we do not make any representation that all the information is accurate or free of errors at all times. We do not assume any responsibility for accuracy of the Program's information, or its safety or efficacy as it applies to you.

4. Assumption of the Risk

You should use your best judgment in using the information provided in the Program, which is done at your own risk. It is your responsibility to discern the risk of using the Program or its content. You assume responsibility for your actions, choices, or lack thereof, related to the Program.

5. Intellectual Property Ownership:

The Program and its content, including, but not limited to, the full presentation and any other supporting materials provided are intellectual property owned by Chelsea Sanfilippo, MS, RDN and Gut Hormone Health LLC. Any violations of this term, and all terms contained herein, will be legally pursued to the fullest extent permitted by law.

6. No Sharing:

You cannot distribute, copy, forward, and/or share the Program or its content with anyone else. Any violations of these Terms of Use will be legally pursued to the fullest extent permitted by law.

You may not share your password or login information with anyone. If you share your password or login with anyone who did not purchase the Program, you will be removed from the Program immediately and no refund will be issued.

7. No Claims Made Regarding Results:

Any and all current or past-client testimonials, statements, or examples used by us are simply that: examples. They are not guarantees that you will also experience or receive the same results. Each person and his/her circumstances are unique and nothing shall be interpreted as a guarantee that you will experience the same results as another client of ours.

We don't make any assurances as to any particular financial-based outcome based on the use of or participation in the Program. We are not responsible for the success or failure of your business, business decisions, income, sales, or any other result of any kind that you may have as a result of your participation in the Program.

8. DISCLAIMER - No Warranties, Guarantees, or Representations Are Being Made:

We do not offer any representations, guarantees, or warranties, of any variety, regarding the Program in any way including, but not limited to, your future income, sales, potential, profitability, or losses derived as a result of your use of the Program. The Program is offered "AS IS" and without representations, guarantees, or warranties of any kind, including but not limited to, implied warranties of merchantability and fitness for a particular purpose, neither express nor implied, to the extent permitted by law. We are not liable for damages of any kind related to your use of the Program.

9. Your Release of Us, Indemnification, Hold Harmless:

To the fullest extent permitted by law, Gut Hormone Health LLC expressly disclaims liability for any direct, indirect, and/or consequential damages suffered by you related to your purchase or use of, or participation in, the Program, its materials, our website, or any other information obtained by you from us. By enrolling in the Program, you hereby agree to this limitation of liability and release Gut Hormone Health LLC from any and all claims.

By participating in and/or purchasing the Program, you agree to release, forgive, forever discharge, defend, indemnify, and hold harmless Gut Hormone Health LLC, our subsidiaries, employees, agents, contractors, subcontractors, shareholders, directors, officers, coaches, assignees, licensees, and affiliates from any and all claims, suits, actions, charges, demands, liabilities, damages, judgments, and/or costs, related to, or arising out of, your purchase of or participation in the Program and/or your breach of any obligation, warranty, covenant, or representation set forth in these Terms of Use.

By enrolling in the Program, you agree to release us from any and all claims, and further agree to at all times defend, indemnify, and hold harmless Gut Hormone Health LLC as stated in this section herein.

10. Our Refund Policy:

We will do everything within our ability (and within reason) to ensure your satisfaction. Refunds will only be issued for this program to registrants who request written or typed cancellation (documented) at least 24 hours before the event; otherwise, no refund will be granted. If you have any questions or concerns, or if there is anything we can do to make your experience a more pleasant one, please email us at chelsea@guthormonehealth.com.

11. ARBITRATION CLAUSE:

If you have any complaint or should any issue arise in the use of the Program, please contact us directly first by emailing us at chelsea@guthormonehealth.com.

However, if we are unable to amicably resolve your dispute in that manner, you agree that you and Chelsea Sanfilippo, MS, RDN and Gut Hormone Health LLC shall submit your dispute to binding arbitration with the American Arbitration Association, before an arbitrator that is mutually agreed upon, in accordance with the American Arbitration Association's ("AAA") rules.

By agreeing to this term, you hereby agree and understand that you're waiving your right to a jury trial in court, which would otherwise be available to you if not for this Arbitration Clause. Should any arbitration hearing need to be held, it shall be held within 100 miles of Angels Camp, California.

If the arbitrator issues an award and a judgment is made, the judgment will be binding and will be entered in court in the State of California. The only award that can be issued to you is a refund of any payment made to Gut Hormone Health LLC. for the applicable Program. You are not permitted to seek additional damages, including consequential or punitive damages.

12. Limitation of Liability:

Chelsea Sanfilippo, MS, RDN and Gut Hormone Health LLC are not responsible or liable in any way for any and all damages you receive directly or indirectly from your participation in the Program. We do not assume liability for damages, injuries, harm, death, misuse of (or failure to properly use) the Program or its content, due to any act, or failure to act, by you. IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES.

13. PAYMENT, PURCHASE, AND PAYMENT PLAN TERMS

General Payment Terms:

When you pay for the Program by credit card, you authorize and give permission to Gut Hormone Health LLC to charge your credit or debit card for the amount owed for payment of the Program. When you purchase the Program, your information (i.e. credit card and contact info) may be collected by the third-party merchant Stripe (depending on the payment method you choose at checkout), who may have privacy policies or security practices that are different than ours. Gut Hormone Health LLC is not responsible for the merchant's independent policies or practices.

Payment Plan Terms / Failed Payment Procedures:

Should you choose to purchase the Program via one of our payment plan options at checkout (hereinafter the "Payment Plan"), you are hereby consenting to your credit card being automatically charged every 30 days from the date of purchase until your total dues owed for the Program is paid in full.

If you choose the Payment Plan to purchase the Program, you hereby authorize and give permission to Gut Hormone Health LLC to automatically charge your credit card, debit card, or PayPal account, as payment for the Program, for which you will receive an electronic receipt, at the time and interval in which payment is due without any additional authorization from you.

We will not contact you to seek any additional authorization, approval, or permission before charging your card for each installment of the Payment Plan.

By choosing the Payment Plan, you agree and understand that ALL monthly payments are owed in full. There are no exceptions. No refund requests or stop payments will be granted or accepted.

Failed Payment Plan Payments / Re-charge procedures:

By signing up for the payment plan, your card will automatically be re-charged 30 days apart for your remaining payments. Please plan accordingly.

If your payment-plan payment fails on the 1st attempt:

In the event that your Payment Plan payment is not successfully made on your due date, your credit card will automatically be re-charged after a 3-day grace period to make your payment of the Program.

If your card was accidentally not updated or available to be processed at the time we attempted the initial charge, you'll have that 3-day grace period to update your card information with any penalty or losing access to the Program.

After 2nd failed payment:

Your access to the Program will be temporarily suspended and you will not be able to access the Program at all until you successfully complete your payment. We will attempt to re-charge your credit card in 3 days.

3rd and final attempt to make payment:

The 3rd attempt is the final attempt to collect your payment before the matter is forwarded to collections. If the 3rd payment fails, you will be permanently removed from the Program and no refund will be given.

When choosing the payment plan options, you consent to being responsible for ALL payments owed under the Program terms.

14. Severability

The provisions of these Terms of Use shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of any other provision hereof. If any Section, subsection, sentence, or clause of these Terms of Use shall be adjudged illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall have no effect on the Terms of Use as a whole or on any Section, subsection, sentence, or clause hereof not expressly so adjudged.

15. Entire Agreement

These Terms of Use contains the entire agreement between you and the Company. There are no other promises or conditions in any other agreement (oral or written) between you and the Company.

16. Choice of Law + Venue

These Terms of Use shall be governed by the laws of the state of California. Any action brought by any party arising out of or from these Terms shall be brought within the state of California, County of Calaveras.

By purchasing and/or participating in the Program, you implicitly signify your agreement to all of the terms in these Terms of Use.

If you have any questions about the Terms of Use, please contact us at chelsea@guthormonehealth.com. Thank you.

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