

TERMS OF PURCHASE

Alisha Carlons LLC

30 Day Done For You Meal Plan Bundle

By clicking “Buy Now,” “Purchase,” or any other phrase on the purchase button, entering your credit card information, or otherwise enrolling, electronically, verbally, or otherwise, you (“Client”) agree to be provided with products, programs, or services by Alisha Carlson (“Coach”), Alisha Carlson LLC (“Company”), and you are entering into a legally binding agreement with the Company, subject to the following terms and conditions:

1. TERMS.

(a) Upon execution of this Agreement, electronically, verbally, or otherwise, the Coach agrees to provide services in accordance with the 30 Day Done For You Meal Plan Bundle.

(b) The scope of services rendered by the Coach pursuant to this contract shall be solely limited to those contained therein and/or provided for on Coach’s Website www.alishacarlson.com as part of the Program.

(c) Coach reserves the right to substitute services equal to or comparable to the Program for Client if reasonably required by the prevailing circumstances.

(d) Client agrees to be open, present and prepared to complete the work. Client is responsible for his/her own success and implementation of objectives met.

(e) Coach reserves the right to remove Client from Program at any time for any reason.

(f) The Product includes the following:

1. Access to 30 Day Done For You Dinner Meal Plan Template and Recipe Book
2. Access to bonus material including additional trainings and materials to enhance client’s experience
3. Access to a 12 week Strength Training Program if added to cart at time of purchase

2. METHODOLOGY. Client agrees to be open minded to Coach's methods and partake in services as proposed. Client understands that Coach has made no guarantees as to the outcome of the coaching sessions or Program. Coach may revise methods or parts of the Program based on the needs of the Client.

3. PAYMENT AND REFUND POLICY.

(a) Upon execution of this Agreement, Client agrees to pay to the Coach the full purchase amount.

(b) Coach will offer a 60 day refund if client is unhappy for any reason

(c) Credit Card Authorization (if applicable for payment plan). Each Party hereto acknowledges that Coach will charge the credit card chosen by the Client for the amounts specified on the website. If Client selects a payment plan option, Client agrees to pay fees to the Coach according to the payment schedule set forth on Coach's website, or otherwise provided to Client, and the payment plan selected by Client (the "Fee").

(d) In the event Client fails to make any of the payments within a payment plan during the time prescribed, Coach has the right to immediately disallow participation by Client until payment is paid in full, including disallowing access to modules, materials, and coaching calls. If Client has not paid within fourteen (14) days, Coach has the right to terminate agreement.

4. DISCLAIMERS. By participating in the Program, Client acknowledges that the Coach is not a medical doctor, psychologist, and his/her services do not replace the care of other professionals. Health coaching is in no way to be construed or substituted as psychological counseling or any other type of therapy or advice.

The Coach may provide the Client with information relating to products that the Coach believes might benefit the Client, but such information is not to be taken as an endorsement or recommendation. The Coach may make dietary and/or lifestyle suggestions, but these are wholly the Client's responsibility and choice on whether to

implement such changes. The Coach is not responsible for any adverse affects or consequences that may result, either directly or indirectly, from any information or coaching provided.

The Coach may provide Client with third-party recommendations for such services as health, physical therapy, lifestyle, or other related services. Client agrees that these are only recommendations and the Coach will not be held liable for the services provided by any third-party to the Client. The Coach is not responsible for any adverse affects or consequences that may result, either directly or indirectly, from any information or services provided by a third-party.

Any testimonials or examples shown through Coach's website, programs, and/or services are only examples of what may be possible for Client. There can be no assurance as to any particular outcome based on the use of Coach's programs and/or services. Client acknowledges that Coach has not and does not make any representations as to the future result that may be derived as a consequence of use of Coach's website, programs, products or services.

5. INTELLECTUAL PROPERTY RIGHTS. In respect of the documents specifically created for the Client as part of this Program, the Coach maintains all of the copyright, other intellectual property rights and any other data or material used or subsisting in the Material whether finished or unfinished. Client receives one license for personal use of any content provided the Coach. Nothing in this Agreement shall transfer ownership of or rights to any intellectual property of the Coach to the Client, nor grant any right or license other than those stated in this Agreement. The Coach reserves the right to immediately remove Client from the Program, without refund, if you are caught violating this intellectual property policy.

6. NON-DISPARAGEMENT. The Parties agree and accept that the only venue for resolving a dispute shall be in the venue set forth herein below. The Parties agree that they neither will engage in any conduct or communications with a third party, public or private, designed to disparage the other. Neither Client nor any of Client's associates, employees or affiliates will directly or indirectly, in any capacity or manner, make, express, transmit speak, write, verbalize or otherwise communicate in any way (or cause, further, assist, solicit, encourage, support or participate in any

of the foregoing), any remark, comment, message, information, declaration, communication or other statement of any kind, whether verbal, in writing, electronically transferred or otherwise, that might reasonably be construed to be derogatory or critical of, or negative toward, the Coach or any of its programs, affiliates, subsidiaries, employees, agents or representatives.

7. GOOD FAITH. Each party represents and warrants to the other that such party has acted in good faith, and agrees to continue to so act, in the negotiation, execution, delivery, performance, and any termination of this Agreement.

8. DISCLAIMER OF WARRANTIES. The information, education, and coaching provided to the Client by the Coach under this Agreement are provided on an “as-is” basis, without any warranties or representations express, implied or statutory; including, without limitation, warranties of quality, performance, non-infringement, merchantability or fitness for a particular purpose. Nor are there any warranties created by a course of deal, course of performance or trade usage.

9. LIMITATION OF LIABILITY. By using Alisha Carlson LLC services and purchasing this Program, Client accepts any and all risks, foreseeable or non-foreseeable, arising from such transaction. Client agrees that Coach will not be held liable for any damages of any kind resulting or arising from including but not limited to; direct, indirect, incidental, special, negligent, consequential, or exemplary damages happening from the use or misuse of the Program. Client agrees that use of this Program is at user’s own risk.

10. DISPUTE RESOLUTION. If a dispute is not resolved first by good-faith negotiation between the parties to this Agreement, any controversy or dispute to this Agreement will be submitted to the American Arbitration Association. The arbitration shall occur within ninety (90) days from the date of the initial arbitration demand and shall take place in Salem, Oregon or via telephone. The Parties shall cooperate in exchanging and expediting discovery as part of the arbitration process and shall cooperate with each other to ensure that the arbitration process is completed within the ninety (90) day period. The written decision of the arbitrators

(which will provide for the payment of costs, including attorneys' fees) will be absolutely binding and conclusive and not subject to judicial review, and may be entered and enforced in any court of proper jurisdiction, either as a judgment of law or decree in equity, as circumstances may indicate.

11. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon within United States of America, regardless of the conflict of laws principles thereof.

12. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties and supersedes all prior agreements between the parties, whether written or oral.