Website Terms and Conditions (our "Terms of Use")

I. Introduction

[Update: These Terms and Conditions were most recently updated on 10/4/2022.]

Hello! Your Goddess Health Unleashed, LLC (the "Company") is excited to welcome you to www.yourgoddesshealthunleashed.com.

Visitors to our Website may have access to its content subject to the terms and conditions stated below, (the "Terms and Conditions"). These Terms and Conditions constitute a license governing the use of the Website and any transactions that are initiated through it. By visiting the Website, you are consenting to the Terms and Conditions stated below. Some of the provisions found below constitute a waiver of certain legal rights. Make sure you read all the information contained herein carefully!

"We," "us," "our," and "YGHU" means Your Goddess Health Unleashed, LLC. The "Website" means the website found at www.yourgoddesshealthunleashed.com (or any subsequent Unique Resource Locator (URL) that may replace it) and all the associated websites and subsites (also known as microsites) belonging to Your Goddess Health Unleashed LLC, including but not limited members.yourgoddesshealthunleashed.com.

"You/your" means you as the user of or visitor to the Website.

To access the Website, you must be 18 years of age or older and have the requisite authority to agree to these Terms and Conditions. By accessing and using the Website, you acknowledge that you have read, understood, and agree to be bound by these Terms of Use, and you also consent to our Privacy Policy. If you do not agree to any of the terms contained herein, then do not use or access the Website.

II. Our Privacy Policies

We care a lot about your privacy and want to make sure that your are comfortable with how you and your information are treated on the Website. Please make sure to review our Privacy Policy, which also governs your visit to our Website to understand our privacy policies.

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III. Acknowledgment of Consideration

You agree that these Terms of Use are supported by reasonable and valuable consideration, the receipt and adequacy of which you hereby acknowledge, including, without limitation, your access to and use of the Website and all the content available through it.

IV. Visitors and Members

Any user who visits the website or who voluntarily signs up for an account with our Website or for information through our Website (newsletters, e-books, promotional material, courses, etc), or who purchases a product, service, or program through the Website, is agreeing both to these Terms and Conditions, and any accompanying terms and conditions with respect to the product, service, or program for which they sign up.

Visitors: Visitors are those who visit the Website but do not register or create an account with the Website. No login or personal information is required of our Visitors. Visitors can view all publicly available information and content on the Website.

Members: Members are those who create an account with the Website and receive a login. Members can access all publicly available information on the Website, and may also gain access to some of the exclusive content hosted as part of the Website. Members may also purchase products, services, or programs that are only available for purchase to Members. Members who have purchased any product, service, or program, are provided access to view the content contained in the purchased product, service, or program for their own personal use.

V. Restrictions on Use and Intellectual Property

The Website contains text, images, graphics, logos, software, coursework, audio files, video files, and other material provided by or on behalf of the Company (the “Content”). Such Content is proprietary. It is protected under United States, foreign, and international law. The proprietary nature of the content and its protection under U.S., foreign, and international law apply whether we own the Content or whether third parties with whom we associate to help deliver the Content own in.

You shall not use the Website for any illegal purpose or for any purpose for which it was not intended. You shall use it in compliance with all applicable laws and regulations. Unauthorized use of the Website or its Content may violate, copyright, trademark, and other applicable laws.

You shall not use the Website or Content for any non-commercial use. Other than as set forth in this section, you have no other rights in or to the Content, and you will not use the Content except as permitted under these Terms and Conditions. Any other use requires the prior written consent of the Company. The Company retains all right, title, and interest, including all intellectual property rights, in and to the Content. You are required to retain all copyright and

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other proprietary notices contained in the Content. You therefore agree, not to copy, transmit, publish, duplicate, display, imitate, reproduce, publicly perform, sell, assign, license, commercially exploit, create derivative works of, transfer, or sublicense the Content, nor help or assist third parties in doing the same. You are also prohibited from posting any Content in either print or digital format, including any other websites, social media pages, or in a computer network for any purpose. You shall not sue the Content in connection with any other product or service that is not ours in any manner that is likely to cause confusion among others as to the ownership of the Content, or disparages or discredits us, or anyone else.

You agree not to infringe on the functionality or effectiveness of our Website in any way. You agree not to use the Website in a way that may cause the Website to be interrupted, damaged, or rendered less efficient. You also agree not to attempt or facilitate any authorized access to any part or component of the Website by you or anyone else.

You agree that in the unfortunately event that you have any right, claim, or action against any other user of the Website arising out of that user's use of the Website, then you will pursue such right, claim, or action independently of and without any recourse to us.

VI. User Generated Content and Submissions License

Portions of the Website allow for posting of reviews, comments, pictures, documents, and other content ("User-Generated Content"). Where the Website allows, you are permitted to submit comments, suggestions, questions, communications, ideas, or other information, provided that the material is not objectionable, illegal, defamatory, threatening, obscene, invasive of privacy or intellectual property rights, or otherwise injurious to us or third parties. We reserve the right, but do not have any obligation, to remove or edit any User-Generated Content. Further, all User-Generated Content shall not contain commercial solicitations, mass mailings, chain letters, malware, software viruses, spam, or political campaign material. You may not use false email addresses, impersonate anyone, or otherwise mislead as to the origin of any of the content.

You agree that any User-Generated Content will not be subject to any expectation of privacy, trust, or confidence, and that no confidential, fiduciary, or other relationship is intended or created between you and us. If you post and User-Generated Content, whether you post it intentionally or unintentionally, you are granting us an unrestricted license in such content, and we and any other we designate from time to time shall have unrestricted rights to use the User Generated Content for any and all purposes whatsoever, commercial or otherwise, without any limitation or any further permission from you or anyone else, and without any payment to you or anyone else. This includes but is not limited to the rights to use the name that you submit, along with any other name by which you are known, in connection with the User-Generated Content. We have the right to use, license, transfer, display, distribute, publish, translate, reproduce, sub-license, print, exhibit, re-distribute, modify, or create derivative works of any

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User-Generated Content that you submit or provide, without any further permission from or notice to you, and without any payment to you or anyone else.
Further, but posting User-Generated Content, you represent that you own, have full rights to or otherwise control all such content, that such content is accurate and truthful, and that such content does not violate these Terms and Conditions, our Privacy Policy, or the rights of any third party, and will not cause injury to anyone. You agree to indemnify us and our affiliates and designees from and against any and all claims arising out of, resulting from, or relating to any User-Generated Content. We have the right, but not the obligation, to review and remove any activity or content involving you or your account.

We assume no responsibility and have no liability for any User-Generated Content created or posted by you or anyone else.

Each time you access the Website, each time you create User-Generated Content, and each time you submit User-Generated Content, you agree to ratify and confirm the terms of the then-existing User-Generated Content license for that submission and for all previous submissions by you on the Website.

VII. Content Linked to the Website, Mighty Networks, and The District Center for Integrative Medicine, and

From time to time, we may include or provide third-party links on the Website. When you click on such links that take you outside of our Website to any other webpage, including the webpages of affiliates, content partners, joint-venture partners, or other service providers or businesses who may or not be affiliated with us, you assume all of the risk, responsibilities, and consequences resulting from your use of or access to such third party websites. Other websites that do not belong to the Company may be subject to different privacy policies and terms and conditions that these Terms and Conditions. You acknowledge that we are not responsible for the availability of any external sites or resources, and that we do not necessarily endorse nor are we responsible for or liable (directly or indirectly) for the privacy practices or content of such third party websites sites or resources, including any misrepresentations or defamatory content, including without limitation, any advertising, products, or other services or materials on or available from such websites or resources. We are also not responsible or liable for any damage, offense, or loss caused or alleged to be caused by or in connection with, the use or reliance of any such content, goods, or services available on such third party sites.

Mighty Networks is a separate entity that is not a part of the Company. The Company uses Mighty Networks to run the online network that is on the Website. When you are using this network on our Website, you are also bound by and agree to Mighty Networks terms of use and their policies, including their privacy policy. You can find their policies on their website (www.mightynetworks.com).

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The District Center for Integrative Medicine, LLC (DCIM), is a separate entity from the Company. The Company may occasionally promote and host programs run by DCIM. DCIM has its own terms and conditions for such programs, and if you participate in the you agree to be bound by its own terms and conditions in addition to ours.

VIII. Compensation Disclosure and Affiliate Links

We may occasionally enter into affiliate relationships with third parties, and from time to time, we may provide links to third party goods, services, or products on our website and in our email marketing. We may receive compensation through these affiliate relationships, including when our Visitors and Members purchase goods, services, and products via such links.

IX. Changes to the Website and the Terms and Conditions

At all times, we reserve the right to withdraw or modify, permanently or temporarily, the Website or any part of the Website with or without notice. You agree that we shall not be liable to you or any third party for any withdrawal or modification from the Website. You will not be eligible for any compensation as a result of any such withdrawal or modification, or because of a failure, suspension, or withdrawal of all or part of the Website.

From time to time, we may also alter these Terms and Conditions, any your use of the Website (or any part of it), following such changes, shall be deemed to be your acceptance of such changes. It is your responsibility to check regularly to determine whether the Terms and Conditions have been changed. If you do not agree to the Terms and Conditions, then you must immediately stop using the Website.

X. Indemnification

You agree to be fully responsible for and fully indemnify, defend and hold us and our licensees, distributors, representatives, licensors, successors, agents, other authorized users, and each of their respective officers, owners, members, agents, representatives, directors, managers, employees, and assigns (collectively, the “Indemnified Parties”) harmless from and against any and all claims, liability, damages, losses, costs, and expenses, including legal fees and expenses, suffered by us or the Indemnified Parties and arising out of any breach of the Terms and Conditions by you or any other liabilities arising out of your use of the Website, or the use by any other person accessing the Website using your account information, login and password, personal computer, or other electronic device, or internet account. You shall use your best efforts to cooperate with us in the defense of any claim including but not limited to providing us with assistance, without charge, as we may request in connection with and such defense, including but not limited to providing us with such documents, information, records, and reasonable access to you as we deem necessary. We reserve the right to employ separate

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legal counsel and assume the exclusive defense and control of settlement proceedings and disposition of any claim that is subject to indemnification by you. You shall not settle any third party claim or waive any defense without our prior written consent.

XI. We Are Not a Medical Practice and We Do Not Provide Medical Advice

The Company is not a medical practice and does not provide medical advice. Accordingly, the Content should not be construed as medical advice. From time to time, we may provide health education and health coaching, but these should not be taken to be medical advice. Nothing we provide on this Website, nor any of its Content, should be construed as a substitute for medical advice or medical treatment. PLEASE ALWAYS CONSULT WITH A QUALIFIED AND LICENSED MEDICAL PROFESSIONAL SPECIFICALLY CHARGED WITH YOU CARE PRIOR TO BEGINNING OR MODIFYING ANY NUTRITION, TREATMENT, DIET, TRAINING PROGRAM, SUPPLEMENT OR DRUG REGIME, OR ANY COURSE OF ACTION THAT MAY HAVE AN IMPACT ON YOUR MEDICAL WELL-BEING.

By visiting our Website or using any of our services and programs, you agree, represent and warrant that you have received consent from your physician to participate in such services and programs, or any of the related activities made available to you in connection with the services and programs. Further, you agree, represent and warrant that you have consulted with your physician before making any dietary changes based upon information available through our services and programs.

Everyone's condition and abilities are different, and participating in the services or programs and other activities promoted by our Website and Company is at your own risk. If you choose to participate in the services and programs and these activities, you do so of your own free will and accord, knowingly and voluntarily assuming all risks associated with such activities. The programs and other activities promoted by Website and our Company may pose risks even to those who are currently in good health.

XII. Limitation of Liability and Disclaimer of Warranties

You agree that your access to and use of the Website and any Content is at your own risk.

The Content is provided "as is." To the fullest extent permitted by applicable law, we disclaim any and all warranties, express or implied, including but not limited to implied warranties of

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merchantability, fitness for a particular purpose, non-infringement, compatibility, security, accuracy, condition or completeness, or any implied warranty arising from course of dealing or usage or trade.

We do not warrant that the functions contained in any content, product, service, or program offered through the Website (including, without limitation, User-Generated Content) will be uninterrupted or error-free, that defects will be corrected, or that the Website or the servers that host such content are free of viruses or other harmful components, or are fully functional, accurate, or reliable. We will not be responsible for any loss of content or material as a result of uploading to or downloading from the Website, and you assume the entire cost of all necessary servicing, repair, or correction of any of your equipment or software.

We explicitly disclaim any responsibility for the accuracy, completeness or availability of the information, content and materials found on sites that link to or from the website. We cannot ensure that you will be satisfied with any product or service that you purchase from a third party website that links to or from the Website or third party information, content, or materials contained on our Website.

We do not endorse any of the merchandise, nor have we taken any steps to confirm the accuracy, completeness or reliability of any of the information, content, or materials contained on any third party website. We do not make any representations or warranties as to the security of any information, content or other materials (including, without limitation, credit card, and other personal information) you might be requested to give to any third party. You hereby irrevocably and unconditionally waive any and all claims against us with respect to information, content and materials contained on theWebsite (including but not limited to User-Generated content), on third party sites, and any information, content, and materials you provide to or through any such third party sites (including, but not limited to, credit card and other personal information). We strongly encourage you to make whatever steps you feel necessary or appropriate before proceeding with any online or offline transaction with any third party.

The Website and products, services, or programs contained herein are not substitutes for any professional advice or treatment, including the advice and treatment of a licensed healthcare professional (see Section IX above). The products and services offered by the company are not suited for everyone. The creators of any products, services or programs offered herein or in connection herewith do not assume, and shall not have, any liability to users for injury or loss in connection therewith. We make no representations or warranties and expressly disclaim any and all liability concerning any treatment or any action following the information offered or provided within or through the Website. For specific concerns, questions or situations requiring professional or medical advice, you should consult with an appropriately trained and qualified specialist, such as a licensed physician, psychologist, or other health professional. Never disregard the medical advice of a psychologist, physician or other health professional, or delay in seeking such advice, because of the information offered or provided within or through the Website.

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You acknowledge that you have carefully read this “disclaimer of warranties and limitation of liability” and fully understand that it is a release of liability. You expressly agree to release and discharge all Indemnified Parties (as defined above) from any and all claims or causes of actions and you agree to voluntarily give up and irrevocably waive and release any right that you may otherwise have to bring a legal action against any of the Indemnified Parties for personal injury or property damage.

You acknowledge that we cannot guarantee and therefore shall not be in any way responsible for the security or privacy of the internet and this Website and any information provided to or taken from the Website by you.

We will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent misrepresentations) or otherwise out of or in connection with the Website or products or services offered on the Website whether by us or on our behalf (including free software downloads) for any economic losses (including without limitation loss of revenues, profits, contracts, business, or anticipated savings) or any loss of goodwill or reputation, or any loss or corruption of data, or any special, indirect, incidental, consequential, punitive, or exemplary losses or damages; in any case whether or not such losses or damages were within the contemplation of either of us at the date on which the event giving rise to the loss occurred.

Under no circumstances (including negligence) shall we be liable to you or anyone else for any direct, indirect, incidental, consequential, special, punitive exemplary or any other damages (including lost profits), personal injury (including death), or property damage of any kind or nature whatsoever that arise out of or result from the use of or any inability to use, the Website or any content or functions thereof; or any act or omission, online or offline, of any user of the Website or anyone else, even if we have been advised of the possibility of such damages. In no event shall our total liability to you for all loss, cost, damage, liability or expense (including attorneys fees and costs) that you may suffer or incur, under any theory of liability, in contract, tort (including, but not limited to, negligence), or otherwise, exceed the lesser of the amount paid by you, if any, for the right to access or participate in any activity related to the Website or $99.00.

Under no circumstances shall we or any of the Indemnified Parties be liable for any delay or failure in performance resulting, directly or indirectly, from any event of force majeure or other cause beyond our or their control including, without limitation, acts of god, war, equipment and technical failures, electrical power failures or fluctuations, strikes, labor disputes, riots, civil disturbances, shortages of labor or materials, natural disasters, governmental actions, orders of domestic or foreign courts or tribunals, or non-performance of third parties. Neither we nor any other Indemnified Parties is responsible or liable for any incompatibility between the Website and any site, service, software or hardware, or any delay or failure you may experience with any transmission or transaction related to the Website.

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The limitations, exclusions and disclaimers herein and elsewhere in these terms of use apply to the maximum extent permitted by applicable law.

Where certain state laws do not allow certain of the exclusions, limitations, or disclaimers of liability set forth in these terms of use, such exclusions, limitations or disclaimers may not apply to you.

XIII. Compliance with Applicable Laws

This Website is based in the United States. You are solely responsible for ensuring full compliance with the applicable laws of your specific jurisdiction, whether you are located in the United States or outside of it.

XIV. Controlling Law

These Terms and Conditions, and any action related thereto, to the Company, and/or to the Website will be governed by the laws of the District of Columbia.

XV. California Consumer Rights Notice

California users of the Website are entitled to the following information pursuant to California Civil Code Section 1789.3:

For any questions or complaints about the Company, our products, services, or the Website, please contact us via e-mail at ops@yourgoddesshealthunleashed.com. The Company is engaged in the sale of services worldwide and within the USA. Charges for membership or purchases of products, programs, or services appear for each purchase on an Order Confirmation page or in an Order Confirmation sent via email to the consumer following their purchase. The Company reserves the right to change pricing related to any products, programs or services offered through the Website at any time. Those changes will be reflected in the terms and conditions that accompany the sale, and on the Order page.

The Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs in California, Consumer Information Center may be contacted in writing at 1625 North Market Blvd, Suite N-112, Sacramento, CA 95834 or by calling 1-800-952-5210.

XVI. Dispute Resolution and Binding Arbitration

In the event of a dispute arising under or relating to this Agreement, the Content, or the Website (each, a “Dispute”), any party may elect to finally and exclusively resolve the dispute: first, by confidential mediation, to be conducted by a mutually selected, qualified neutral, third-party

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attorney/mediator located in Washington, DC, which mediation may occur in-person, online (via video teleconference), or telephonically, and shall be scheduled within 30 days of either party providing the other with a request to mediate; second, by confidential, binding arbitration governed by the Federal Arbitration Act ("FAA"). Any election to arbitrate, at any time, shall be final and binding on the other party. If either party chooses arbitration, neither party shall have the right to litigate such claim in court or to have a jury trial. Discovery and appeal rights may also be limited in arbitration. All disputes will be resolved before a neutral arbitrator whose decision shall be final except for a limited right of appeal under the FAA. Any court in Washington DC may enforce the arbitrator's award. The arbitration may be conducted in person, through the submission of documents, by phone, or online, and shall be conducted by a qualified JAMS or similarly experienced arbitrator. If conducted in person, the arbitration shall take place in Washington, DC. The parties may litigate in court to compel arbitration, to stay proceeding pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. In addition, we may litigate in court to seek injunctive relief.

XVII. Class Action Waiver

You agree that any arbitration or court proceeding shall be limited to the Dispute between us and you, individually. To the full extent permitted by law, (i) no arbitration or legal proceeding shall be joined with any other; (ii) there is no right or authority for any Dispute to be arbitrated or resolved on a class-action basis or to utilize class action procedures; and (iii) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. You agree that you may bring claims against us only in your individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.

XVIII. Electronic Communications

When you visit the Website or correspond with us via email, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by email or by posting notices on the Website. You agree that all agreements, notices, disclosures, and other communications that we provide electronically satisfy any legal requirement that such communications be in writing.

XIX. Entire Agreement

These Terms and Conditions and the documents referred to herein, as amended from time to time, contain the entire agreement between you and us relating to the Website and any matter covered. These Terms and Conditions supercede all prior and contemporaneous agreements, representations, understandings or proposals between us. No oral explanation or oral information given by you or us shall alter the interpretation of these Terms and Conditions.

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XX. Miscellaneous Legal Provisions

No waiver of any of the provisions herein by the Company shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

The subject headings in this Agreement are provided for convenience only and shall not alter the construction or interpretation of any of its terms or provisions.

You agree that no joint venture, partnership, employment or agency relationship exists between you and us as a result of these Terms of Use or your use of the Website.

Nothing contained in this Agreement is in derogation of our right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Website or information provided to or gathered by us with respect to such use. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

If any provision of these Terms and Conditions is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect, and the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision.

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