

## **TERMS AND CONDITIONS**

Thank you for visiting an SolutionFocusedHealth website, including, but not limited to, coaching, consulting and training. You arrived at this Terms & Conditions page from SolutionFocusedHealth website, referred to herein as “this website”.

The following Terms and Conditions from SolutionFocusedHealth (hereinafter “COMPANY”, “We”, and “Us”) govern your use of the above websites and apply to your access and use of them.

By accessing or using this website, you are acknowledging and accepting, and agree to be bound by, the Terms and Conditions described herein. These Terms and Conditions are subject to change or modification by COMPANY at any time and at our discretion. When COMPANY makes updates to these Terms and Conditions, we will update the Last Revised date at the top of this page to indicate the terms have changed. Except as specified elsewhere herein, your continued use of this website after any changes are implemented constitutes your acceptance of the changes. As a result, we encourage you to consult these Terms and Conditions each time you use the website. If you do not agree with these Terms and Conditions, please do not use or access the website.

Please read carefully, and note our MANDATORY ARBITRATION PROVISION and WAIVER OF CLASS ACTION PROVISION.

Please also note that SolutionFocusedHealth, LLC is an entity based in North Carolina, USA that primarily serves customers in North America.

### **1. INTELLECTUAL PROPERTY**

You acknowledge and agree that all content and materials available on this website are protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws. Except as expressly authorized by COMPANY, you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from such materials or content. SolutionFocusedHealth is U.S. registered trademarks or trademarks of COMPANY and/or its related companies.

As noted above, reproduction, copying, or redistribution for commercial purposes of any materials or design elements on this website is strictly prohibited without the express written permission of COMPANY. For information on requesting such permission, please contact us using the contact information listed in the section entitled “Contacting Us”.

### **2. ABILITY TO ACCEPT TERMS AND CONDITIONS / LIMITATIONS ON USE**

You affirm that you are either more than 18 years of age, or an emancipated minor, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms and Conditions, and to abide by and comply with these Terms and Conditions.

If you are provided a password to access this website, then that password is for your personal use only, unless otherwise specified. You agree to be responsible for the security of your password.

### **3. ORDER AND RETURN POLICIES**

1. Order Fulfillment. For any digital products, you will receive an email with login details to our membership site or download page.
2. Refund Policies. We offer a 14-day money back guarantee on most of our products. If you are not completely satisfied, you can alert us within 14 days of the date on which you purchased the product; however, if the product you purchased states a different refund policy, that product-specific refund policy shall apply.  
For live events, we also offer a 14-day money back guarantee. Upon requesting a refund for a program or live event within the applicable time period, we will rescind access to the product or cancel your event registration and give you a full refund.
3. Payment Plans. For some of our products, we may offer payment plan options from time to time. You are responsible for keeping a current credit card on file with us until your payment obligations have been met. Also, if your card on file ever declines and you therefore become behind on any installment payments to us, you agree that upon providing us with a new credit card, we have permission to charge your updated card for all past due payments.

### **4. PRODUCT DELIVERY / MEMBERSHIP SITE / CONDUCT**

1. For products that you purchase from us that are delivered through a download link, you will be given a URL to access and download the product(s) you purchased. In such instances, you agree not to share the download link with other people who did not purchase the product(s).
2. For products that you purchase from us that are delivered through a membership site, you will be given a username and password to access the course materials and tools. In such instances, you agree not to share your login information with other people who did not purchase the product(s). You will not sell access to this program or duplicate and sell any of its content without written permission.
3. Where applicable, the membership site is meant for informational purposes only. It is not intended as specific medical, legal, commercial, financial, tax or other professional advice. Use of the information on the membership site and this website are at your own risk.
4. Use of content, unless otherwise stated, is for your own personal, non-commercial use. You may not distribute content, print multiple copies, or use the content for public display or performance unless otherwise stated.
5. We reserve the right to discontinue or modify without notice or liability, any portion of this website. However, in the rare event that we decide to discontinue a particular online product or service you have paid for, we will either fulfill the services for the duration of the specific term that you paid for, or in our sole discretion, We will offer you a refund for the services that were not yet rendered. If no specific duration was specified for how long a particular online product or service will be available, such product or service will be made available to you for a minimum of one year, or for however long We continue to support that version of the program, whichever is later.

6. You affirm, represent, and warrant that your participation on this website and the content you submit does not relate to pornography, illegal activities of any kind, occult, hate, or racism. You also represent and warrant that content you submit does not violate the intellectual property rights of third parties. COMPANY reserves the right to make the final decision regarding what is appropriate. COMPANY further reserves the right to remove content or terminate your account without prior notice for a violation of this provision.
7. You understand and agree to not place an unreasonable burden on the server hosting this website or membership site, to not interfere with the running of this website and to not attempt unauthorized access to any portion of this website.
8. You understand and agree not to provide false information about yourself, to impersonate another individual or provide misleading or false content.
9. Please do not send any confidential or proprietary information to COMPANY unless specifically requested by COMPANY. Any such unsolicited information or material sent to COMPANY by you will not be deemed confidential or proprietary. Furthermore, you agree that any ideas, suggestions, or improvements that you provide to COMPANY about COMPANY's products or services shall be owned by COMPANY and that COMPANY is free to include such ideas in future products without compensation to you.
10. You hereby warrant that any information you submit to COMPANY through this website is owned by you and that you have the necessary authority to submit such information. You hereby grant COMPANY a royalty-free, perpetual, worldwide license to display, modify, adapt, create derivative works from, and otherwise use any suggestions, ideas, and information that you provide to COMPANY, including in the operation and advertising of COMPANY's business.
11. You agree that COMPANY may, in its sole discretion and without prior notice, terminate your access to the website and related services if we determine that you have violated these Terms and Conditions or other guidelines or program agreements related thereto. You also agree that your violation of these Terms and Conditions would be considered an unfair business practice that could cause COMPANY irreparable harm for which monetary damages would be inadequate. You therefore consent to COMPANY being authorized in such an instance to obtain injunctive or equitable relief that COMPANY deems appropriate or necessary under the circumstances. These remedies are in addition to any other remedies COMPANY may have at law or in equity.
12. You agree that COMPANY may, in its sole discretion and without prior notice, terminate your access to the website and related services, for cause, including but not limited to upon discontinuance or material modification of the website or any service offered on or through the site, technical issues or unexpected problems, requests received from government agencies or law enforcement officials, or upon a verified request by you for an account deletion or cancellation.

## **5. PRIVACY**

Please read the [Privacy Policy](#) carefully to understand how COMPANY collects, uses and discloses personally identifiable information from its users. The Privacy Policy is hereby incorporated by reference as part of these Terms and Conditions.

## 6. MISCELLANEOUS DISCLAIMERS

1. **Online Event Disclaimer.** You acknowledge that our online events are being photographed, videotaped, live streamed, and/or otherwise recorded by us. By participating in a respective online event sponsored by us, you hereby grant us the right to use any photograph/video/audio captured at that event for marketing or for any purpose we deem appropriate. You understand that if you don't want to be recorded or photographed, you must avoid appearing on camera or speaking. You also agree not to post, on social media or otherwise, any screenshots of the respective online event that contain any personally identifying information of other participants.

By participating in our online event, you hereby agree to release, defend, hold harmless and indemnify us from any and all claims involving the use of your picture, likeness, or voice that we captured in the event recordings.

2. **Earnings Disclaimer.** COMPANY makes no guarantees that you will achieve results similar to ours (or anyone else's). In fact, COMPANY makes no guarantee that you will achieve any results at all from the ideas and techniques contained on this website or in our products. You hereby confirm that you agree and understand these limitations that are set forth in more detail in COMPANY's [Earnings Disclaimer](#).
3. **Coaching Disclaimer.** To the extent that you purchase a product or service that includes any personalized coaching, you agree and understand that COMPANY does not warrant or make any kind of guarantee that the advice you are provided will be suitable for your situation or will produce any particular result. You alone are responsible for evaluating the suitability of the suggestions given by coaches of COMPANY, and should consult with your own advisors if you need help evaluating the suitability of any such advice to your situation.
4. **Artificial Intelligence Disclaimer.** COMPANY may, from time to time, recommend or suggest the utilization of artificial intelligence (AI) tools. Notwithstanding any representations to the contrary, COMPANY makes no warranty, express or implied, concerning the accuracy, suitability, or error-free nature of results generated by these AI tools. Artificial intelligence, by its inherent nature, may produce results that are unforeseen, inaccurate, or not appropriate for certain uses. You acknowledge and agree that it is solely your responsibility to review, validate, and ensure the accuracy and suitability of information or data generated by any AI tool recommended or suggested by COMPANY and any AI tool in general. Prior to using such information or data in your business or other endeavors, you further agree to verify that said information or data does not infringe on the copyrights, trademarks, or any other intellectual property or proprietary rights of third parties. By choosing to use information from any AI tool mentioned or promoted by COMPANY or AI tools in general, you hereby assume all risks associated with that use and agree to hold COMPANY harmless from any and all claims, losses, liabilities, damages, or expenses arising from or related to the use of such information and tools.

## **7. THIRD PARTY REFERENCES / HYPERLINKS**

This website may link you to other sites on the Internet that are not operated by the COMPANY (“Third-Party Sites”). In some instances, COMPANY may have affiliate relationships with certain Third-Party Sites whereby COMPANY will receive a commission if you purchase something from the Third-Party Site. COMPANY may also use Third-Party Sites to set up groups (such as Facebook or LinkedIn), but is not obligated to do so.

These Third-Party Sites may contain information or material that some people may find inappropriate or offensive. These Third-Party Sites are not under the control of COMPANY, and you acknowledge that COMPANY is not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites. The inclusion of such a link does not imply endorsement of the other site by or any association with its operators.

You agree to access and use any Third-Party Sites and the third-party content contained therein at your own risk. You acknowledge that a Third-Party Site may collect personal information about you, and any personal information you disclose or submit to a Third-Party Site will not be under control of the COMPANY. The COMPANY assumes no responsibility or liability for the privacy and information collection policies of third parties operating any Third-Party Site and we suggest contacting the providers of those sites directly for information on their privacy policies.

## **8. CONTACTING US**

If you need to contact us, you can email us at [solutionfocusedhealth@gmail.com](mailto:solutionfocusedhealth@gmail.com) or call us at 315-246-8559, or send us a letter at: SolutionFocusedHealth c/o Bonnie Mackey, 227 New Street, New Bern, NC 28560.

## **9. DISCLAIMER OF WARRANTIES**

All materials, information, software, products, and services included in or available through this website (The “Content”) are provided “as is” and “as available” for your use. The content is provided without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or noninfringement.

COMPANY and its agents do not warrant that the content is accurate, reliable or correct; that this website will be available at any particular time or location; that any defects or errors will be corrected; or that the content is free of viruses or other harmful components. Your use of this website is solely at your risk. Because some jurisdictions do not permit the exclusion of certain warranties, these exclusions may not apply to you.

## **10. LIMITATION OF LIABILITY**

Under no circumstances shall COMPANY or its agents, affiliated companies, officers, directors, employees, and contractors be liable for a direct, indirect, punitive, incidental, special, or consequential damages that results from the use of, or inability to use, this website or the products and services sold on this website. This limitation applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if COMPANY has been advised of the possibility, of such damage, except as prohibited by law, in no event shall the amount of collective liability of COMPANY and its agents, affiliated companies, officers, directors, employees, and contractors exceed the amount actually paid to COMPANY for

products or services. Because some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, COMPANY's liability in such jurisdictions shall be limited to the extent permitted by law. Any provision herein to the contrary notwithstanding, the maximum liability of COMPANY to any person, firm or corporation whatsoever arising out of or in the connection with any license, use or other employment of any content delivered to you hereunder, whether such liability arises from any claim based on breach or repudiation of contract, warranty, tort or otherwise, shall in no case exceed the actual price paid to COMPANY by you for the Content whose license, use, or other employment gives rise to the liability. The essential purpose of this provision is to limit the potential liability of COMPANY arising out of this Agreement. The parties acknowledge that the limitations set forth in this Section are integral to the amount of consideration levied in connection with the website and any services rendered hereunder and that, were COMPANY to assume any further liability other than as set forth herein, such consideration would of necessity be set substantially higher.

#### **11. INDEMNIFICATION**

Upon request by COMPANY, you agree to defend, indemnify, and hold COMPANY and its other affiliated companies harmless, and their employees, contractors, officers, and directors from all liabilities, claims, and expenses, including attorney's fees, that arise from your misuse of this website or the services offered by COMPANY, or that arise from your violation of the Terms and Conditions stated herein.

#### **12. SEVERABILITY AND INTEGRATION**

Unless otherwise specified herein, this Agreement constitutes the entire agreement between you and COMPANY with respect to this website and supersedes all prior or contemporaneous communications between you and COMPANY with respect to this website. If any part of these Terms and Conditions is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

#### **13. GOVERNING LAW**

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of North Carolina.

#### **14. ARBITRATION OF DISPUTES**

Except for payment/collection issues or infringement of COMPANY's intellectual property, which can be heard by a court of competent jurisdiction, the parties agree that any dispute or claim in law or equity arising between them regarding the use of this website or these Terms and Conditions, including any dispute regarding the enforceability or applicability of this arbitration provision, shall be decided by neutral, binding arbitration conducted in Craven County, North Carolina. The arbitrator shall be a retired judge, justice, or an attorney with at least ten (10) years of legal experience relating to the subject matter of this Agreement unless the parties mutually agree otherwise, who shall render an award in accordance with the substantive laws of Craven County, North Carolina. In all other respects, the arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association, subject to the parties being allowed limited discovery. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction.

NOTICE: By using this website or purchasing products and /or services from COMPANY, you are agreeing to have any dispute arising out of the matters included in this "arbitration of disputes" provision decided by neutral arbitration, and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial. You are giving up your judicial rights to discovery and appeal, unless those rights are specifically included in the "arbitration of disputes" provision. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate anyway pursuant to a court order. Your agreement to this arbitration provision is voluntary. If you do not wish to agree to arbitration, then you may not use this website.

#### **15. CLASS ACTION WAIVER**

Arbitration or any other legal action arising in connection with the use of this website, the services offered through this website, or these terms and conditions must be on an individual basis, where allowed by applicable laws. This means neither you nor COMPANY may join or consolidate claims by or against other customers, or litigate in court or arbitrate any claims as a representative or member of a class or in a private attorney general capacity.

#### **16. ATTORNEYS' FEES**

In any dispute, action, proceeding, or arbitration regarding the use of this website or these Terms and Conditions, including the enforcement of any arbitration provision herein, the party prevailing in such action or proceeding shall be entitled to recover, in addition to any other award of damages or other remedies, its reasonable attorneys' and experts' fees, costs and expenses (including, without limitation, expenses for expert witnesses and all reasonable attorneys' fees, costs and expenses upon appeal).

#### **17. VOID WHERE PROHIBITED**

Any offers made on this website are **Void Where Prohibited by law**. COMPANY operates this website primarily from North Carolina, USA, although vendors or staff of COMPANY might manage this website from various international locations. While this website is globally accessible, not all services, products, or features offered here may be applicable or accessible to everyone or in every country or region. Furthermore, not all offerings may be suitable or permitted outside the US. COMPANY reserves the right, in COMPANY's sole discretion, to selectively provide or restrict certain services or products to certain individuals or geographic locations. Some promotions or offers on this website may not be valid in certain regions or geographic locations. If you decide to access this website from a location outside the US, you are responsible for ensuring that you adhere to the local laws in your jurisdiction.