



## Terms and Conditions

Please read these Terms and Conditions carefully before using this Website.

These Terms and Conditions were last modified and are effective as of October 11, 2019.

### Terms and Conditions

The Website and its Content is owned by Intuitas Integrative Wellness, LLC ("Company"). The term "you" refers to the user or viewer of [intuitaswellness.com](http://intuitaswellness.com) ("Website"). As used in these Terms, "we" and "us" includes Company, its subsidiaries, affiliates, and any third-party vendors we hire to assist in the administration of the Website, the collection, cataloging and/or analysis of data, and/or the processing or handling of any user transactions.

Please read these Terms and Conditions ("T&C") carefully. We reserve the right to change these T&C on the Website at any time without notice, and by using the Website and its Content you are agreeing to the T&C as they appear, whether or not you have read them. If you do not agree with these T&C, please do not use our Website or its Content.

### Click-Through Agreements

Before using certain areas of the Website (including the registration of your Account) and/or accessing various Content or services, you may be asked to indicate your acceptance of additional special terms and conditions by clicking a button marked "I Accept," "I Agree," "Okay," "I Consent" or other words or actions that similarly acknowledge your consent or acceptance of a Click-Through Agreement. To the extent there is a conflict between these T&C and any Click-Through Agreement, the Click-Through Agreement will govern.

## **Account Registration**

In order to access or use certain Content or services and/or certain portions of the Website, you may be required to register and create an account ("Account") with Company. Information gathered through the registration process and any other information related to your Account will be subject to these T&C as well as to our [Privacy Policy](#). You represent and warrant that you are at least 18 years old and that all information provided by you when creating your Account is true, accurate and complete and that you will maintain, at all times, true, accurate and complete information related to your Account. Information related to your Account should be maintained by you in a confidential manner, as you are solely responsible for the usage of your Account by any third parties with respect to the Website. It is your responsibility to advise us if you are aware of any unauthorized access to your Account or if your Account information has been made available by you to third-parties in a manner that may result in unauthorized usage of the Account. In our sole and absolute discretion, we may terminate your Account for any reason (including for reasons related to unlawful or unauthorized usage) and we are under no obligation to retain a record of your Account or any data or information that you may have stored by means of the Account.

## **Website Use and Content**

The words, design, layout, graphics, photos, images, information, materials, documents, data, databases and all other information and intellectual property accessible on or through this Website ("Content") is our property and is protected by United States intellectual property laws.

If you have purchased a service, program, product or subscription or otherwise entered into a separate agreement with us you will also be subject to the terms of that agreement or those terms of use, which shall prevail in the event of a conflict. All online service requests, reservations and orders shall be processed through a third-party processing site and shall be subject to additional terms of use relating to the transaction.

No person under the age of eighteen (18) is authorized to access or use this Website. By accessing or using this Website and its Content, you represent and warrant that you are at least 18 years old and that you agree to and to abide by these T&C. Any registration by, use of or access to the Website and its Content by anyone under age 18 is unauthorized, unlicensed and in violation of these T&C. User access to, and use of, the Website is subject

to all applicable laws and regulations. Use of this Website is void where prohibited. By using this Website, you represent and warrant that you have the right, authority and capacity to enter into this Agreement and abide by the T&C.

Do not submit, post or otherwise transmit via the Website information that is proprietary or confidential of third parties (whether by law or by contract) or that you otherwise do not have the legal right to use. Any information, content or other material, including, but not limited to, any feedback, data, answers, questions, comments, suggestions, plans, ideas, user reviews or the like, which you send to us will be treated as being non-confidential and non-proprietary. We assume no obligation to protect confidential or proprietary information (other than those outlined in our [Privacy Policy](#)) from disclosure.

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When you access our Website or any of its Content, you agree that:

- You will not copy, duplicate or wrongfully appropriate our Website or Content. You understand that doing anything with our Website or its Content that is contrary to these T&C and the limited license we are providing to you herein is considered illegal conversion, and we reserve our right to prosecute such conversion to the full extent of the law.

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You acknowledge that we have the right but not the obligation to use any contributions from you and that we may elect to cease the use of any such contributions on our Website or in our Content at any time for any reason.

#### Request for Permission to Use Content

Any request for written permission to use our Content, or any other intellectual property or property belonging to us, should be made BEFORE you wish to use the Content by completing the "Contact Us" form on this Website, or by sending an e-mail to [info@intuitaswellness.com](mailto:info@intuitaswellness.com).

We very clearly state that you may not use any Content in any way that is contrary to these T&C unless we have given you specific written permission to do so. If you are granted permission by us, you agree to use the specific Content that we allow and ONLY in the ways for which we have given you our written permission. If you choose to use the Content in ways that we do not specifically give you written permission, you agree now that you will be treated as if you had copied, duplicated and/or stolen such Content from us, and you consent to immediately stop using such Content and to take whatever actions as we may request and by the methods and in the time frame that we prescribe to protect our intellectual property and ownership rights in our Website and its Content.

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#### **Personal Responsibility and Assumption of Risk**

As a Licensee, you agree that you are using your own judgment in using our Website and its Content and you agree that you are doing so at your own risk. You agree and understand that you assume all risks and no results are guaranteed in any way related to this Website and/or any of its Content. This Website and its Content are merely to provide you with education and tools to help you make your own decisions for yourself. You are solely responsible for your actions, decisions and results based on the use, misuse or non-use of this Website or any of its Content.

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By using our Website and its Content in any way or for any reason, you also implicitly agree to our full Disclaimer which may be found on this Website.

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You agree at all times to defend, indemnify and hold harmless our Company, as well as any of our affiliates, agents, contractors, officers, directors, shareholders, employees, joint venture partners, successors, transferees, assignees, and licensees, as applicable, from and against any and all claims, causes of action, damages, liabilities, costs and expenses, including legal fees and expenses, arising out of or related to your breach of any obligation, warranty, representation or covenant set forth in these T&C or in any other agreement with

us, any use of the Website or Content, any services and products obtained via the Website, or your use of any information obtained from the Website..

### **Limitation of Liability.**

Unless otherwise limited by law, we will not be held responsible or liable in any way for the information, products or materials that you request or receive through or on our Website and its Content. We do not assume liability for accidents, delays, injuries, harm, loss, damage, death, lost profits, personal or business interruptions, misapplication of information, physical or mental disease, condition or issue, or otherwise, due to any act or default of anyone or any business, whether owners, staff, agents, joint venture partners, contractors, vendors, affiliates or otherwise, affiliated with us. We do not assume liability for any owners, staff, agents, joint venture partners, contractors, vendors, affiliates or otherwise who is engaged in rendering our Website or its Content, or in any way or in any location. In the event that you use our Website and its Content or any other information provided by us or affiliated with us, we assume no responsibility, unless otherwise provided by law.

### **Release of Claims.**

In no event will we be liable to any party for any type of direct, indirect, special, incidental, equitable or consequential damages for any use of or reliance on our Website and its Content, or on those affiliated with us in any way, and you hereby release us from any and all claims; including, without limitation, those related to lost profits, personal or business interruptions, personal injuries, accidents, misapplication of information, or any other loss, physical or mental disease, condition or issue, or otherwise, even if we are expressly advised of the possibility of such damages or difficulties.

### **Your Conduct**

You are agreeing that you will not use our Website or its Content in any way that causes or is likely to cause the Website, Content, or access to them to be interrupted, damaged or impaired in any way. You understand that you are solely responsible for all electronic communications and content sent from your computer to this Website and its Content and to us.

You agree to only purchase services for yourself or for another person for whom you are legally permitted to do so or for whom you have obtained the express consent to provide their name, address, method of payment, credit card number, and billing information.

You agree to be financially responsible for all purchases made by you or someone acting on your behalf through the Website or its Content. You agree to use the Website and its Content for legitimate, non-commercial purposes only and not for speculative, false, fraudulent, or illegal purposes.

You must use the Website and its Content for lawful purposes only. You agree that you will not use the Website or its Content in any of the following ways:

- For fraudulent purposes or in connection with a criminal offence or otherwise carry out any unlawful activity;
- To send, use or re-use any material that is illegal, offensive, abusive, indecent, harmful, defamatory, obscene or menacing, threatening, objectionable, invasive of privacy, in breach of confidence, infringing of any intellectual property rights, or that may otherwise may injure others;
- To send, negatively impact, or infect our Website or its Content with software viruses, trojan horses, worms, logic bombs, or any other harmful or similar computer code designed to adversely affect the operation of any computer software or hardware, commercial solicitation, chain letters, mass mailings, "junk mail," or any spam, whether intended or not;
- To cause annoyance, inconvenience or needless anxiety;
- To impersonate any third party or otherwise mislead as to the origin of your contributions;
- To reproduce, duplicate, copy or resell any part of our Website or its Content in a way that is not in compliance with these T&C or any other agreement with us.
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.

## **Online Commerce**

Certain sections of the Website or its Content may allow you to make purchases from us or from other merchants. If you make a purchase from us on or through our Website or its Content, all information obtained during your purchase or transaction and all of the information that you give as part of the transaction, such as your name, address, method of payment, credit card number, and billing information, may be collected by both us, the merchant, and our payment processing company. Please review our [Privacy Policy](#) for how we comply with securing your personal data.

Your participation, correspondence or business dealings with any affiliate, individual or company found on or through our Website, all purchase terms, conditions, representations or warranties associated with payment, refunds, and/or delivery related to your purchase, are solely between you and the merchant. You agree that we shall not be responsible or liable for any loss, damage, refunds, or other matters of any sort that incurred as the result of such dealings with a merchant.

Payment processing companies and merchants may have privacy and data collection practices that are different from ours. We have no responsibility or liability for these independent policies of the payment processing companies and Merchants. In addition, when you make certain purchases through our Website or its Content, you may be subject to the additional terms and conditions of a payment processing company, Merchant or us that specifically apply to your purchase. For more information regarding a Merchant and its terms and conditions that may apply, visit that merchant's Website and click on its information links or contact the Merchant directly.

You release us, our affiliates, our payment processing company, and Merchants from any damages that you incur, and agree not to assert any claims against us or them, arising from your purchase through or use of our Website or its Content.

## **Termination**

We reserve the right in our sole discretion to refuse or terminate your access to the Website and its Content, in full or in part, at any time without notice. In the event of cancellation or termination, you are no longer authorized to access the part of the Website or Content affected by such cancellation or termination. The restrictions imposed on you in these T&C

with respect to the Website and its Content will still apply now and in the future, even after termination by you or us.

## **Jurisdictional Issues**

Although this Website is accessible worldwide, not all information, products or services discussed or referenced herein are available to all persons or in all geographic locations. This Website is controlled and operated by Company from its offices within Atlanta, Georgia. Company makes no representation that materials on the Website are appropriate or available for use in other locations. Those who choose to access this Website from other locations do so on their own initiative and are responsible for compliance with local laws.

## **Choice of Law and Forum**

These T&C shall be governed by and construed in accordance with the laws of the State of Georgia, excluding its conflicts of law rules. You expressly agree that the exclusive jurisdiction for any claim or action arising out of or relating to these T&C shall be filed only in Atlanta, Georgia, and you further agree and submit to the exercise of personal jurisdiction of such courts for the purposes of litigating such claim or action.

## **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 and proposals (whether oral, written, or electronic) between you and Company with respect to this Website. If any part of these T&C 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 portion shall remain in full force and effect.

This Website is operated by Intuitas Integrative Wellness, LLC: 309 East Paces Ferry Road, Suite 625, Atlanta, GA 30305.

All other feedback, comments, requests for technical support and other communications relating to the Website should be directed to [info@intuitaswellness.com](mailto:info@intuitaswellness.com).