

McClintock Wellness Terms of Service Agreement

Please read The following terms and conditions before purchasing any product or service provided by McClintock Wellness Corporation and/or before listen to any podcast or using any website provided/operated by McClintock Wellness Corporation.

Definitions, Interpretation, and Meaning

The following definitions shall have the same meaning regardless of whether they appear in singular or plural or whether the words are capitalized or presented in lowercase.

For the purposes of these Terms of Service:

- McClintock Wellness Corporation may be referred to as “McClintock Wellness”, “the Company”, “our Company”, “we”, “us”, or “our”.
- *Account* means a unique account created for a customer/user to access McClintock Wellness products or services.
- *Website*, or *site*, refers to any website operated by McClintock Wellness.
- *Device* means any device that can access our services such as a computer, cellphone, or tablet.
- *Continuing Education (CE) Courses* refer to online courses that are certified by state and/or national credentialing boards for the continuing education of licensed and/or certified professionals.
- *The Service(s)*, *Service(s)*, “*our Service(s)*”, or “*Content*” refers to any website operated by McClintock Wellness and/or any product, service, material, blog, or podcast offered, provided, or sold by McClintock Wellness.
- The words “you”, “customer”, “client”, “user”, “subscriber”, or “member” may be used synonymously and interchangeably and refers to the individual accessing or using the company’s website or its products/ services; or the company, or other legal entity on behalf of which such individual is accessing or using the service, as applicable.
- *Terms of Service* or “*terms*” refer to the Terms and Conditions that form the entire agreement between the customer and the company regarding the use of services.
- *Third-party service* refers to any service or content including; data, information, products, or services provided by a third-party separate from McClintock Wellness.
- Words like teletherapy, telecounseling, telesessions, telecoaching, etc. may be used interchangeably and are meant to describe the method of receiving education, consultation, guidance, and coaching virtually,

using technology such as videoconferencing, text, or chat rooms which can be conducted on a laptop, tablet, desktop, cell phone, etc.

Acknowledgment/Terms and Conditions

These terms and conditions shall serve as a legal agreement between you, the customer, and McClintock Wellness Corporation, a company duly organized and validly existing in the state of Florida. These Terms of Service set out the rights and obligations of all users regarding the use of the Service, which includes any website operated by McClintock Wellness and/or any product or services offered, provided, or sold by McClintock Wellness. These terms and conditions also outline the rules and conditions that must be met by customers, or prospective customers, to use any website operated by McClintock Wellness and/or any product or services offered, provided, or sold by McClintock Wellness. Each product or service offered by McClintock Wellness may have additional terms and conditions.

By accessing or using any McClintock Wellness website or by purchasing any McClintock Wellness products or services, you hereby agree to be bound by these terms and conditions and all terms incorporated herein. If you choose to browse through a McClintock Wellness website, but do not create an account, your use of the Site is still subject to this Agreement. If you do not agree to these Terms, you are required not to browse the Sites. Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms of Service. These Terms apply to all visitors, users, and others who access or use the Service.

It is the responsibility of the active or prospective user, customer, or client, to read the Terms before proceeding to use any McClintock Wellness website and before purchasing any product or service. If you do not expressly agree to all of the following Terms and Conditions, then please do not access or use our website, products, or services.

By using our website and/or products and services, you certify that you have read and reviewed this Terms of Service agreement and that you agree to comply with its terms and conditions. If you do not want to be bound by the Terms of Service, you are advised to stop using all McClintock Wellness websites, products, and services accordingly. McClintock Wellness only grants use and access to company websites, products, and services to those who have accepted all of the terms and conditions outlined in the McClintock Wellness Terms of Service.

A Note About McClintock Wellness

At mcclintockwellness.com we have designed our materials (website, ebooks, courses, etc.) to provide the guidance we wish we had the day we were diagnosed. It is our hope that this information helps you to fast-track your wellness plan. Our Christian-based agency's mission is to educate, create awareness, and promote innovative, holistic, and integrated health/wellness practices.

McClintock Wellness provides innovative tools to transform your mental and physical health, to include educational materials, life transformation online courses, one-on-one coaching sessions (via telesessions), etc. Although such services may be provided by licensed professionals, McClintock Wellness does not provide medical services or therapy services. The information that McClintock Wellness provides is not medical advice and is not intended to take the place of advice from a qualified medical professional. Be aware that certain symptoms and conditions should be closely monitored by a qualified medical professional to ensure safety. For example, if you have been diagnosed with a chronic illness or mental health condition, have any condition that requires medication monitoring, struggle with addiction, or have thoughts of self-harm or harming others; these would all be reasons to establish an ongoing in-person relationship with a qualified medical practitioner for constant close monitoring.

McClintock Wellness products and services are not intended to diagnose, treat, cure, or prevent any illness. Our products, services, and websites are for informational purposes only and are not intended to be a substitute for medical advice, diagnosis, or treatment. Any action you take with regard to your personal health is solely at your own risk and expense. Always check with your doctor before changing things like diet, exercise, supplement routines, or anything else that may impact your health.

That said, at no time will we apologize for the content of our material, as it contains the reality of what we learned while taking every logical step to save the life of someone we love. Our materials are influenced by some of the world's leading researchers, authors, naturopaths, medical experts (alternative, integrative, conventional), etc. Our materials focus on integrative/holistic care and outline the mind/body strategies that worked for us. This information was gathered during a time in our lives when the stakes couldn't have been any higher. There is no pressure to incorporate the practices outlined, as we understand and respect the fact that health/wellness is a very private journey.

A Note About Continuing Education

McClintock Wellness provides Continuing Education (CE) Courses at instantcontinuingeducation.com (primary URL). These online courses are certified by state and/or national credentialing boards for the continuing education of licensed/certified professionals. These courses may have additional terms and services found within each course.

Age Restriction

You must be at least Eighteen (18) years of age to use McClintock Wellness services. By using our website, you warrant that you are at least 18 years of age and you may legally adhere to this Agreement. McClintock Wellness assumes no responsibility for liabilities related to age misrepresentation.

Privacy Policy and Customer Feedback

McClintock Wellness values privacy for our company and our users. McClintock Wellness will not sell, distribute, release, or share your personal information without your permission. Although the company will never share your information, all users are subject to the Terms and Privacy Policy of any and all third-party websites that we use. McClintock Wellness accepts no liability for information shared by a third-party.

McClintock Wellness does provide educational services, life transformation coaching services, online courses, etc. and will take reasonable measures to ensure the safety, security, and privacy of all our clients. McClintock Wellness does not provide medical services or therapy services and is not required to comply with medical privacy guidelines or the Health Insurance Portability and Accountability Act (HIPAA) or any other related regulations that protect the privacy and security of health information.

McClintock Wellness customers who provide comments and feedback, via a customer review or survey form, agree to allow the Company to use the feedback, or any part thereof, in any way they deem appropriate so long as reasonable measures are taken to ensure the privacy of the customer. You, as the customer, agree to grant the Company a non-exclusive, perpetual, irrevocable, royalty-free, worldwide right and license to use, reproduce, disclose, sub-license, distribute, modify and exploit such feedback without restriction. McClintock Wellness may use such customer feedback on promotional materials, advertisements, websites, etc. as a means of providing social proof that verifies the quality of the Services.

Copyrights/Intellectual Property

McClintock Wellness Services, to include all websites, materials, products, podcasts, and services provided on the company websites and available through third party platforms is/are the property of McClintock Wellness, its affiliates, directors, officers, employees, agents, suppliers, or licensors including all copyrights, trade secrets, trademarks, patents, and other intellectual property. You agree that you will not reproduce or redistribute the company's content/intellectual property in any way, including electronic, digital, or new trademark registrations. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of our Sites, Products, or Services without the express written permission of McClintock Wellness or the author/creator who possesses the copyright. No portion of any McClintock Wellness publication, course, or product may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, without the express written consent of the company or author/creator who possesses the copyright.

You may not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on our Sites. McClintock Wellness content is not for resale. Use of our Sites does not entitle users to make any unauthorized use of any protected content, and in particular, you will not delete or alter any proprietary rights, copyrights, or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of McClintock Wellness and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of McClintock Wellness or our licensors except as expressly authorized by these Terms.

All copyrights, trademarks, content, and any other intellectual property on our websites, including but not limited to website contents, design, property, software, and intellectual property, are owned and/or licensed and/or copyrights assigned to McClintock Wellness unless otherwise stated. By accessing the websites, contents, materials, etc. owned by the Company you agree to use the contents solely for personal use. You agree not to share, redistribute, sell, profit off of any and all materials, ideas, and intellectual property. None of the contents of the company may be downloaded, altered, copied, reproduced, stored, or sold without prior documented consent from the copyright holders. Exceptions to this include downloadable material within our websites that are meant for personal use and can be downloaded by users in order to complete online courses, telesessions, etc.

You herein acknowledge, understand and agree that all of the McClintock Wellness Corporation trademarks, copyright, trade name, service marks, and other McClintock Wellness Corporation logos and any brand features, and/or product and service names are trademarks and as such, are and shall remain the property of McClintock Wellness Corporation. You herein agree not to display and/or use in any manner the McClintock Wellness Corporation logo or marks without obtaining McClintock Wellness Corporation's prior written consent. All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of McClintock Wellness or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

McClintock Wellness Corporation will always respect the intellectual property of others, and we ask that all of our users do the same. With regard to appropriate circumstances and at its sole discretion, McClintock Wellness Corporation may disable and/or terminate the accounts of any user who violates our Terms and/or infringes the rights of others.

If you feel that your work has been duplicated in such a way that would constitute copyright infringement, or if you believe your intellectual property rights have been otherwise violated, you must notify us in writing as described in this agreement. You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- a) The electronic or the physical signature of the individual that is authorized on behalf of the owner of the copyright or other intellectual property interest;
- b) A description of the copyrighted work or other intellectual property that you believe has been infringed upon;
- c) A description of the location of the site which you allege has been infringing upon your work;
- d) Your physical address, telephone number, and email address;
- e) A statement, in which you state that the alleged and disputed use of your work is not authorized by the copyright owner, its agents or the law;
- f) And finally, a statement, made under penalty of perjury, that the aforementioned information in your notice is truthful and accurate, and that you are the copyright or intellectual property owner, representative or agent authorized to act on the copyright or intellectual property owner's behalf.

The McClintock Wellness Corporation agent for notice of claims of copyright or other intellectual property infringement can be contacted as follows:

Mailing Address:

McClintock Wellness Corporation Attn: Copyright Agent
4016 South Third Street #1143 Jacksonville Beach, Florida 32250

You may also provide notification by completing the contact form on the website. <https://www.mcclintockwellness.com/contact-us>

Upon receipt of a notification of copyright infringement, the Company will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged content from the Service. You may be held accountable for damages, including the company's administrative time, attorneys' fees, etc., for falsifying a claim or misrepresenting that McClintock Wellness Content is infringing Your copyright.

Customers/Registration/User Accounts

Once a customer opts-in to receive free products or registers and/or purchases a product or service, they are considered a "registered user" with McClintock Wellness. If you choose to browse through a McClintock Wellness website, but do not create an account, your use of the Site is still subject to this Agreement; if you do not agree to this Agreement, do not browse the Sites.

When you create an account, you will provide a unique username and email and will create a password. You may not use as a username:

- a. The name of another person or entity or that is not lawfully available for use
- b. A name or trademark that is subject to any rights of another person or entity other than You without appropriate authorization
- c. A name that is otherwise offensive, vulgar, or obscene

You are responsible for all activities that occur under your account or password. Because any activities that occur under your username or password are your responsibility, it is important for you to keep your username and/or password secure. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that McClintock Wellness is not responsible for third party access to your account that results from theft or misappropriation of your account. Notify us immediately if you believe that someone has used your username, email, or password without your authorization so we may address this accordingly. We reserve all rights to terminate accounts, edit or remove content, and cancel orders at our sole discretion.

Furthermore, the user must provide the Company with information that is accurate, complete, and current at all times. The user, must provide factual,

correct, current, and complete personal information as requested by the Company and must maintain and promptly update registration and profile information in an effort to maintain accuracy and completeness at all times. Failure to do so constitutes a breach of the Terms, which may result in termination of the user's account. If anyone knowingly provides any information that is false, untrue, inaccurate, or incomplete in nature, McClintock Wellness Corporation has the right to suspend or terminate the member, and as such refuse any and all current or future use of McClintock Wellness Corporation Services, or any portion thereof.

Electronic Communications

Visiting our websites or sending emails to McClintock Wellness constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications that McClintock Wellness provides to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

Conduct

You may not use our products, services, or Sites for any illegal or unauthorized purpose or in any way that violates any laws in your jurisdiction (including but not limited to motor vehicle laws). You must not transmit any worms or viruses or any code of a destructive nature.

As a user or member of any McClintock Wellness Site, you herein acknowledge, understand and agree that all information, text, software, data, photographs, music, video, messages, tags or any other content, whether it is publicly or privately posted and/or transmitted, is the expressed sole responsibility of the individual from whom the content originated. In short, this means that you are solely responsible for any and all content posted, uploaded, emailed, transmitted or otherwise made available by way of the McClintock Wellness Services, and as such, we do not guarantee the accuracy, integrity, or quality of such content.

It is expressly understood that by use of our Services, you may be exposed to content including, but not limited to, errors or omissions in content posted, and/or any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted or otherwise made available by McClintock Wellness.

Furthermore, you herein agree not to make use of McClintock Wellness Corporation's Services for the purpose of:

- a) uploading, posting, emailing, transmitting, or otherwise making available any content that shall be deemed unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or invasive of another's privacy or which is hateful, and/or racially, ethnically, or otherwise objectionable;
- b) causing harm to minors in any manner whatsoever;

You are granted a non-exclusive, non-transferable, revocable license to access and use mcclintockwellness.com strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to McClintock Wellness that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

Links to Other Websites

Our Service may contain links to third-party websites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such websites or services. We strongly advise You to read the terms and conditions and privacy policies of any third-party websites or services that You visit.

Content (Courses, Podcasts, Blogs, etc.)

All McClintock Wellness Services and Content, which includes websites, products, services, materials, blogs, and/or podcasts offered, provided, or sold by McClintock Wellness are designed to provide helpful information on the subjects of discussion. All such Services and Content is the sole expression and opinion of the author(s) and/or presenter(s)/contributor(s) and is not to be considered advice to the user. These opinions expressed do not necessarily reflect the opinions of the company. The company accepts no liability for any consequences, real or imagined, that a user may attribute in any way to "Services"/Content. References are often provided for informational purposes only and do not constitute an endorsement of any source. While best efforts have been used in preparing all Services/Content, the author and agents

make no guarantees or warranties of any kind and assume no liabilities of any kind with respect to the accuracy or completeness of the contents. The author and related agents are not liable for any loss, incidental, or consequential damages caused, alleged to have been caused, directly or indirectly, by the information contained in the Services/Content and/or any McClintock Wellness course, blog, or podcast to include, not limited to physical, psychological, emotional, financial, or commercial damages.

By purchasing and completing any and all courses, you agree to the terms and conditions in this document as well as any terms and disclaimers stated within the course. Courses may often cover sensitive topics. McClintock Wellness and its affiliates can not and do not guarantee that Services content is politically correct in the user's opinion and accept no liability or fault for interpretations to sensitive topics, including content being "triggering", "offensive rhetoric", or "hate speech".

Certified Continuing Education (CE) Course Expiration Access

All certified continuing education courses expire one year (365 days) after the purchase date. It is the user's responsibility to complete all courses timely, before expiration. The user will no longer have access to any expired courses (older than 1 year) and no refunds will be granted. Although course access expires, course certificates, purchase history, and record of completion are still shown in the user account.

CE Credit Approval

The company is transparent about any and all courses and contents. Such information can be found on the website or your state board's website. All users are responsible for knowing and understanding the continuing education requirements for their state, license, and/or certification. The company accepts no liability for a user's choice of courses and/or fulfillment of continuing education requirements.

Coupons /Special Offers

Coupons are distributed at the company's discretion. Sharing or distributing coupons of any kind between or amongst users is prohibited and is a direct violation of the Terms. Coupons cannot be regenerated for customers in circumstances including but not limited to; losing a coupon code or deleting a coupon code.

Refunds: Live Trainings

Fees for all live trainings are fully refundable until 30 days before the event. No refunds are granted within thirty (30) days of the scheduled training. Refunds

are not given after a customer has attended a live event. Refunds will be processed within fourteen (14) days of the request. Refund requests must be made in writing by completing the contact form on the website. Requests must explain the reason for the refund request and must contain customer contact information (including an active phone number).

Refunds: CE Courses

In the event that a customer wishes to receive a refund for an online course, they must not have already;

- taken the course
- submitted testing materials
- received a completion certificate for the course

Refund requests for all online CE trainings must be made within seven (7) days of the original purchase. No refunds are granted after this 7-day period. Refunds will be granted within 14 days of an approved request. Refund requests must be made in writing by completing the contact form on the website. Requests must explain the reason for the refund request and must contain customer contact information (including an active phone number).

Refunds: Life Transformation Courses

Our Life Transformation online courses, which are not certified continuing education courses, provide a 3-day money-back guarantee. The user must request a refund within 72 hours of purchase to qualify for a refund. Refund requests must be made in writing by completing the contact form on Refunds the website. Requests must explain the reason for the refund request and must contain customer contact information (including an active phone number).

Content Posted by Users

You are responsible for the Content that You post to the Service, including its legality, reliability, and appropriateness.

You grant McClintock Wellness a royalty-free and non-exclusive license to display, use, copy, transmit, and broadcast the content you upload and publish. For issues regarding intellectual property claims, you should contact the company in order to come to an agreement.

By posting Content to the Service, You grant Us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Service. You retain any and all of Your rights to any Content You submit, post or display on or through the Service and You are responsible for protecting those rights. You agree that this license includes the

right for Us to make Your Content available to other users of the Service, who may also use Your Content subject to these Terms.

You represent and warrant that: (i) the Content is Yours (You own it) or You have the right to use it and grant Us the rights and license as provided in these Terms, and (ii) the posting of Your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.

Content Restrictions

The Company is not responsible for the content of the Service's users. You expressly understand and agree that You are solely responsible for the Content and for all activity that occurs under your account, whether done so by You or any third person using Your account.

You may not transmit any Content that is unlawful, offensive, upsetting, intended to disgust, threatening, libelous, defamatory, obscene or otherwise objectionable. Examples of such objectionable Content include, but are not limited to, the following:

- Unlawful or promoting unlawful activity.
- Defamatory, discriminatory, or mean-spirited content, including references or commentary about religion, race, sexual orientation, gender, national/ethnic origin, or other targeted groups.
- Spam, machine or randomly generated, constituting unauthorized or unsolicited advertising, chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling.
- Containing or installing any viruses, worms, malware, trojan horses, or other content that is designed or intended to disrupt, damage, or limit the functioning of any software, hardware or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of a third person.
- Infringing on any proprietary rights of any party, including patent, trademark, trade secret, copyright, right of publicity or other rights.
- Impersonating any person or entity including the Company and its employees or representatives.
- Violating the privacy of any third person.
- False information and features.

The Company reserves the right, but not the obligation, to, in its sole discretion, determine whether or not any Content is appropriate and complies with these Terms, refuse or remove this Content. The Company further reserves the right to

make formatting and edits and change the manner of any Content. The Company can also limit or revoke the use of the Service if You post such objectionable Content. As the Company cannot control all content posted by users and/or third parties on the Service, you agree to use the Service at your own risk. You understand that by using the Service You may be exposed to content that You may find offensive, indecent, incorrect or objectionable, and You agree that under no circumstances will the Company be liable in any way for any content, including any errors or omissions in any content, or any loss or damage of any kind incurred as a result of your use of any content.

Content Backups

Although regular backups of Content are performed, the Company does not guarantee there will be no loss or corruption of data.

Corrupt or invalid backup points may be caused by, without limitation, Content that is corrupted prior to being backed up or that changes during the time a backup is performed.

The Company will provide support and attempt to troubleshoot any known or discovered issues that may affect the backups of Content. But You acknowledge that the Company has no liability related to the integrity of Content or the failure to successfully restore Content to a usable state.

You agree to maintain a complete and accurate copy of any Content in a location independent of the Service.

Errors, Inaccuracies, and Omissions

While best efforts have been used in preparing all content to include website materials, blogs, courses, etc., the Company, authors, and agents make no guarantees or warranties of any kind and assume no liabilities of any kind with respect to the accuracy or completeness of the contents. The Company, authors, and related agents are not liable for any loss, incidental, or consequential damages caused, alleged to have been caused, directly or indirectly, by the information contained in any McClintock Wellness content, product, or service; including, but not limited to, physical, psychological, emotional, financial, or commercial damages.

Information, software, products, and services included in or available through our sites may include inaccuracies, typographical errors, or omissions. These inaccuracies may relate to products, services, descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change

or update information or cancel orders if any information on the Site or on any related Site is inaccurate at any time without prior notice (including after you have submitted your order). We undertake no obligation to update, amend or clarify information on the Site or on any related Site, including without limitation, pricing information, except as required by law. No specified update or refresh date applied on the Site or on any related Site, should be taken to indicate that all information on the Site or on any related Site has been modified or updated.

Warranty

Without limitation, the Company makes no representation of any kind that our websites, products, and/or our Services will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems, devices, or services, operate without interruption, meet any performance or reliability standards or be error-free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's providers, staff members, or agents makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, time bombs or other harmful components. Limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

Applicable Law

The laws of the Country, excluding its conflicts of law rules, shall govern these Terms and Your use of the Service. Your use of the Service may also be subject to other local, state, national, or international laws.

By using the Service, you agree that the laws of Florida, without regard to principles of conflict laws, will govern these terms and conditions, or any dispute of any sort that might come between McClintock Wellness and you, or its business partners and associates.

International Users

The Service is controlled, operated, and administered by McClintock Wellness from our offices within the USA. If you access the Service from a location

outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the McClintock Wellness Content in any country or in any manner prohibited by any applicable laws, restrictions, or regulations.

Disputes

If You have any concern or dispute about the Service, you must first contact the company in writing regarding the nature of your concern and must allow the company ten (10) business days (from receipt of the written dispute) to respond. If you, the disputing customer, are not happy with the response of the Company, you may choose to, at your own expense, enter into the process of mediation. Mediation is a legal process that involves presenting a case to a neutral evaluator who issues a binding resolution. Mediation is intended to be faster, less expensive, and more streamlined than a lawsuit, and aims to resolve disputes through compromise. All Customers are required to attend at least one session of mediation before filing a lawsuit. If the dispute is not settled after mediation, the disputing customer may proceed, at their own expense, with a more formal action of their choosing. A customer who chooses to involve mediators, arbitrators, attorneys, etc. shall do so at their own expense and any such proceeding or any lawsuit will be under the jurisdiction of Florida.

Indemnification/Liability/Hold Harmless

Your use of our Services is an acknowledgment that you have read, understand, and agree to abide by all terms outlined in this document. McClintock Wellness reserves the right to edit, modify, and change this Agreement at any time. To the extent permitted by law, you hereby indemnify and hold harmless McClintock Wellness Corporation and all of its staff, agents, employees, contract workers, and owners from and against any and all claims of loss, damage, injury, cost (including court costs and attorney fees), charges, liability or exposure, however, caused, resulting from or arising out of or in any way connected with or related to our Services. McClintock Wellness is not liable for any damages that may occur to you as a result of your misuse of our Services. Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of this Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You through the Service. We reserve the right to select our own legal counsel.

The information, software, products, and services included in or available through our sites may include inaccuracies or typographical errors. McClintock Wellness Corporation and/or its suppliers may make improvements and/or changes in the sites, products, and services at any time without limitation. McClintock Wellness Corporation and/or its suppliers make no representations

about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services and related graphics contained on the site for any purpose. To the maximum extent permitted by applicable law, all such information, software, products, services and related graphics are provided "as is" without warranty or condition of any kind. McClintock Wellness Corporation and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

Our websites, Services, and products may often cover sensitive topics. McClintock Wellness and its affiliates can not and do not guarantee that all content will be viewed as politically correct in the user's opinion and accept no liability or fault for interpretations to sensitive topics, including content being "triggering", "offensive rhetoric", or "hate speech".

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, direct, indirect, punitive, incidental, special, or consequential damages or any damages whatsoever including, but not limited to, damages for loss of use, loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose. Additionally, to the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any loss in any way connected with the use or performance of the site, with the delay or inability to use the site or related services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the site, or otherwise arising out of the use of the site, whether based on contract, tort, negligence, strict liability or otherwise, even if McClintock Wellness corporation or any of its suppliers has been advised of the possibility of damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. If you are dissatisfied with any portion of the site, or with any of these terms of use, your sole and exclusive remedy is to discontinue using the site.

Changes to Terms of Service

You can review the most current version of these Terms at any time on the company's websites. We reserve the right to update, change, or replace any part of these terms by posting updates and/or changes to our sites. It is your

responsibility to check the Terms and Services page periodically for changes. Your continued use of or access to the sites following the posting of any changes constitutes acceptance of those changes. If you do not agree to all the updated terms of this agreement, then you may not access the sites and should not use/purchase any service or product.

Additional terms of Service may apply to specific McClintock Wellness Services/ products. For example, online courses may contain additional terms of service listed within each course. One-on-one telesessions, coaching consultations, etc. may also require the signing of additional terms of service, consents, etc.

Class Action Waiver

Any arbitration or mediation under these terms and conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. The parties agree that a party may bring claims against the other only in each's individual capacity, and not as a plaintiff or class member in any putative class, collective and/ or representative proceeding, such as in the form of a private attorney general action against the other. Further, unless both you and McClintock Wellness agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

Breach of Terms and Termination of Services

By accessing, using, or browsing any McClintock Wellness website and/or accessing, using, or purchasing any service/product, you agree to be bound by these Terms. McClintock Wellness may terminate or suspend your account immediately, without notice or liability, for any reason whatsoever, including without limitation if You breach these Terms of Service.

Upon termination, Your right to use the Service will cease immediately. If You wish to terminate Your account, You may simply discontinue using the Service.

We have the right, but not the obligation, to take any of the following actions in our sole discretion at any time and for any reason without giving you prior notice:

1. Restrict, suspend or terminate your access to all or any part of our Site(s);
2. Change, suspend or discontinue all or any part of our products, services, or Site(s);
3. Refuse, move, or remove any content that is available on all or any part of our Site(s);
4. Deactivate or delete Your accounts;
5. Establish general practices and limits concerning the use of our Site(s).

Contact Us

If you have any questions about these Terms and Conditions, You can contact us by visiting the contact page on our website and completing the contact form. <https://www.mcclintockwellness.com/contact-us>

Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Last updated on 11-05-24