

## **Terms and Conditions**

Last updated: August 29, 2019

Please read these Terms and Conditions (“Terms”, “Terms and Conditions”) carefully before using the **Guts to Heal Program** (“Program”) operated by Katherine Belisle of It Takes Guts Nutrition (“Company”).

By using the Program you agree to be bound by these Terms of Service and to use the Program in accordance with the Client Agreement and any additional terms and conditions that may apply to specific sections of the Program or to products and services available through the Company. Accessing the Program, in any manner, whether automated or otherwise, constitutes use of the Program and your agreement to be bound by these Terms of Service.

The Company reserves the right to change these Terms of Service or to impose new conditions on use of the Program, from time to time, in which case we will email and notify the registrants of the changes. By continuing to use the Program after we email such changes, you accept the Terms of Service, as modified.

### **Intellectual Property Rights**

This Program and all the materials available through the Program are the property of the Company and/or our affiliates or licensors, and are protected by copyright, trademark, and other intellectual property laws. The Program is provided solely for your personal non-commercial use. You may not use the Program or the materials in a manner that constitutes an infringement of the Company’s rights or that has not been authorized by the Company. More specifically, unless explicitly authorized in these Terms of Service or by the owner of the materials, you may not modify, copy, reproduce, republish, upload, post, transmit, translate, sell, create derivative works, exploit, or distribute in any manner or medium (including by email or other electronic means) any material from the Program. You may, however, download and/or print one copy of individual pages of the Program for your personal, non-commercial use, provided that you keep intact all copyright and other proprietary notices.

### **Purchases**

If you wish to purchase any product or service made available through the Program (“Purchase”), you may be asked to supply certain information relevant to your Purchase including, without limitation, your name, e-mail address, mailing address, phone number, credit card information or other information. Certain sections of the Program may allow you to purchase different types of products and services online that are provided by third parties. We are not responsible for the quality, accuracy, timeliness, reliability or any other aspect of these products and services. If you make a purchase from a merchant on its website or on a site linked to by [www.katherinebelisle.com](http://www.katherinebelisle.com), the information obtained during your visit to that merchant’s online store or site, and the information that you give as part of the transaction, such as your credit card number and contact information, may be collected by both the merchant and us. A merchant may have privacy and data collection practices that are different from ours. We have no responsibility or liability for these independent policies. In addition, when you purchase products or services on or through a website, you may be subject to additional terms and conditions that specifically apply to your purchase or use of such products or services. For more information regarding a merchant, its online store, its privacy policies, and/or any additional 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 and our affiliates from any damages that you incur, and agree not to assert any claims against us or them, arising from your purchase or use of any products or services made available by third parties through the Program or through [www.katherinebelisle.com](http://www.katherinebelisle.com).

Your participation, correspondence or business dealings with any third party found on or through our Program or [www.katherinebelisle.com](http://www.katherinebelisle.com), regarding payment and delivery of specific goods and services, and any other terms, conditions, representations or warranties associated with such dealings, are solely between you and such third party. You agree that the Company shall not be responsible or liable for any loss, damage, or other matters of any sort incurred as the result of such dealings.

#### **Links To Other Web Sites or Providers**

In an attempt to provide you with increased value, we may recommend and include third party links in our Program. These linked sites have separate and independent privacy policies. We therefore have no responsibility or liability for the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our site and welcome any feedback about these linked sites (including if a specific link does not work).

#### **Payment and Refund Policy**

You authorize Katherine Belisle to charge the indicated credit card for all amounts due as indicated above. You agree that if you have any problems or questions regarding any charges from Katherine Belisle, you will contact Katherine Belisle for assistance, using her email [katherine@takesguts.ca](mailto:katherine@takesguts.ca). You agree that you will not dispute any charges from Katherine Belisle unless you have already attempted to rectify the situation directly with Katherine Belisle and those attempts have failed. You guarantee and warrant that you are the legal cardholder for this credit card, and that you are legally authorized to enter into this recurring billing agreement with Katherine Belisle. You agree to indemnify, defend and hold Katherine Belisle harmless, against any liability pursuant to this authorization.

You agree to the following additional terms and conditions: (1) the billing date is the first of each month; (2) All payments are non-refundable and charges made to the credit card above under this agreement will constitute in effect a "sales receipt" and that services were rendered and received; (3) To terminate the recurring billing process you must terminate my service agreement in writing or arrange for an alternative method of payment with a minimum of at least 30 days notice to Katherine Belisle prior to the next billing date; (4) You will not dispute Katherine Belisle, recurring billing charges with your credit card issuer so long as the amount in question was for periods prior to the receipt of your written request to terminate Katherine Belisle services (at least 30 days prior to an upcoming billing date).

#### **Event Cancellation & Refund Policy**

Katherine Belisle reserves the right to refuse registrations, or postpone/cancel the Program. If Katherine Belisle refuses a registration or postpones/cancels the Program, registrants will be compensated with a refund minus any administration fees, or they may be offered a credit to be applied towards other programs and services offered by the Company.

## **DISCLAIMER**

WITH REGARDS TO CONTENT RELATING TO HEALTH & WELLNESS ON THE SITE:

THIS SITE OFFERS HEALTH, WELLNESS, FITNESS AND NUTRITIONAL INFORMATION AND IS DESIGNED FOR EDUCATIONAL PURPOSES ONLY. YOU SHOULD NOT RELY ON THIS INFORMATION AS A SUBSTITUTE FOR, NOR DOES IT REPLACE, PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. IF YOU HAVE ANY CONCERNS OR QUESTIONS ABOUT YOUR HEALTH, YOU SHOULD ALWAYS CONSULT WITH A PHYSICIAN OR OTHER HEALTH-CARE PROFESSIONAL. DO NOT DISREGARD, AVOID OR DELAY OBTAINING MEDICAL OR HEALTH RELATED ADVICE FROM YOUR HEALTH-CARE PROFESSIONAL BECAUSE OF SOMETHING YOU MAY HAVE READ ON THIS SITE. THE USE OF ANY INFORMATION PROVIDED ON THIS SITE IS SOLELY AT YOUR OWN RISK. NOTHING STATED OR POSTED ON THIS SITE OR AVAILABLE THROUGH ANY SERVICES ARE INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, THE PRACTICE OF MEDICAL OR COUNSELING CARE. FOR PURPOSES OF THIS AGREEMENT, THE PRACTICE OF MEDICINE AND COUNSELING INCLUDES, WITHOUT LIMITATION, PSYCHIATRY, PSYCHOLOGY, PSYCHOTHERAPY, OR PROVIDING HEALTH CARE TREATMENT, INSTRUCTIONS, DIAGNOSIS, PROGNOSIS OR ADVICE.