

McClintock Wellness Corporation

Terms of Service Agreement

McClintock Wellness welcomes you! Please read the following terms and conditions before purchasing any product or service provided by McClintock Wellness Corporation and/or before listening 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, are possessive, 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. This includes, but is not limited to; mcclintockwellness.com, instantcontinuingeducation.com, kellymcclintockauthor.com, and findyourstrong.info.
- *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 , but is not limited to, any website operated by McClintock Wellness and/or any product, service, material, ebook, published book, blog, podcast, social media content, consultation, telesessions, coaching, assessment, online course, webinar, continuing education course, etc. 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 also doing business as *Instant CE*. 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 service 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.

Content Purpose & Disclaimers

All McClintock Wellness services and content, which includes but is not limited to 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. McClintock wellness content is for informational purposes, but should not be considered medical advice. 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.

A Note About Website Content

Although this section discusses the primary website domain of mcclintockwellness.com, its important to note that these terms govern all domains assigned to this primary website operated by McClintock Wellness. At mcclintockwellness.com, we have designed our materials (website, ebooks, courses, podcast, 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 content is for informational purposes and should not be considered medical advice. McClintock Wellness provides innovative tools to transform your mental and physical health, to include educational materials, life transformation online courses, one-on-one telesessions, etc. Although such products and services may be provided by licensed professionals, McClintock Wellness does not provide medical, mental health, 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, require 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, podcast, 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.

Certified Continuing Education (CE) Course Expiration

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 includes any/all courses that are not certified for continuing education, 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).

Refunds: Online Consultations/Telesessions

Upon Request, the Company will refund fees for any consultation/tele-session package within seven (7) days of purchase and for sessions that have not taken place. 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). After an online session has already taken place, no refunds will be permitted. Refunds will not be issued for late fees or rescheduling fees.

Refunds/Returns: Merchandise

In the event that a customer wishes to receive a refund for Merchandise, which includes all tangible products (mugs, shirts, yoga mats, etc.), they should contact the Company's customer service department via the website's contact page. Our Company representative will provide prompt instructions for return/refund. The merchandise must be unworn/unused, be in its original packaging, and the request must occur within sixty (60) days of purchase.

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. McClintock Wellness complies with the Children's Online Privacy Protection Act (COPPA) and does not knowingly collect personal information from children under 13. If we become aware that a child under 13 has provided personal data, we will take steps to remove such information promptly.

Privacy Policy and Customer Feedback

We take commercially reasonable steps to protect your Information from loss, misuse, and unauthorized access, disclosure, alteration, or destruction, taking into account the risks involved in processing and the nature of such data, and in compliance with applicable laws and regulations. Please understand, however, that no security system is impenetrable. We cannot guarantee the security of our databases, nor can we guarantee that the Information that you supply will not be intercepted while being transmitted to and from us over the Internet. 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 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.

In order to cooperate with governmental requests, court orders, and/or subpoenas, the Company will disclose your information as necessary and required. Be advised, such information may include, but is not limited to, your name, ip address, usage history, etc.

McClintock Wellness customers who provide comments and feedback, via a customer review or survey form, to include reviews issued via a third party entity (Amazon, google, yelp), 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, sublicense, 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 content, which includes but is not limited to; websites, materials, social media content, 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.

User Registration/Accounts

Once a customer opts-in to receive free products or registers and/or purchases a product or service on any website operated by the Company, 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.

McClintock Wellness is under no obligation to accept any individual as a Registered User and may accept or reject any registration in its sole and complete discretion. In addition, the Company may deactivate any account at any time, including, without limitation, if it determines that a Registered User has violated these Terms of Use.

User Content (Content Posted by a User)

All users are responsible for the content they post to the service, including its legality, reliability, and appropriateness. Registered Users may have the ability to post and upload Registered User Content. You, the user, expressly agree that once you submit your Registered User Content for inclusion into the Websites, it will be accessible by others, and that there is no confidentiality or privacy with respect to such Registered User Content, including, without limitation, any personally identifying information that you may make available. You, NOT McClintock Wellness, are responsible for all content that you upload, post, email, or otherwise transmit to McClintock Wellness or any site operated by the Company. 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 using 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.

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 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 the Company the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such content on and through the service. You also grant the Company the right to use your Registered User Content, to include but not limited to; your Sign-in name, name, likeness, and photograph without restriction to advertise and promote the Company brand, websites, products and services.

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.

User Conduct Guidelines

McClintock Wellness, like all communities, functions best when there are clear rules. By accessing and/or using our websites/content, you agree to comply with all applicable laws. and the Terms outlined in this agreement.

Per the terms of this agreement, users may not:

- use our content, 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)
- cause harm to minors in any manner whatsoever
- use the sites in any manner which could damage, disable, overburden, or impair the sites or interfere with any other party's use and enjoyment of the sites
- obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the sites
- Stalk, threaten, or otherwise harass another person
- Spam or use the Websites to engage in any commercial activities
- Access or use the Websites to collect any market research for a competing business
- Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity
- Interfere with or attempt to interrupt or damage the proper operation of the Websites through the use of any means that may include, but is not limited to; transmitting worms, malware, viruses, hacking devices, etc.
- Infringe on any proprietary rights of any party, including patent, trademark, trade secret, copyright, right of publicity or other rights
- Impersonate any person or entity including the Company and its employees or representatives
- Violate the privacy of any third person
- Falsify information
- Access or attempt to gain access to McClintock Wellness data/content, through hacking, password or data mining, bots, or any other means
- Cover, obscure, block, or in any way interfere with any advertisements and/or safety features on the Websites
- Take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our technical infrastructure
- Upload, post, email, transmit, or otherwise make available any content that:
 - may be deemed unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, discriminatory, mean-spirited, vulgar, obscene, offensive, upsetting, libelous, or invasive of another's privacy or which is racially, ethnically, or otherwise objectionable

- is indecent, pornographic, sexually explicit, promotes violence, or contains hate speech (i.e., speech that attacks or demeans a group based on race or ethnic origin, religion, disability, gender, age, veteran status, and/or sexual orientation/gender identity)
- infringes any copyright, trademark, right of publicity, or other proprietary rights of any person or entity
- discloses any sensitive information about another person, including that person's email address, postal address, phone number, credit card information, or any similar information.

Failure to Abide by User Guidelines & Terms of Service

We reserve the right, in our sole and absolute discretion, to deny you access to the Websites, or any portion of the Websites, without notice, and to remove any content that does not adhere to these Community Guidelines. 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 a user's access to the services/content as they deem necessary. The Company cannot control all content posted by users and/or third parties on the service, therefore users agree to use the service at their own risk. You understand that by using the services 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 services.

Content Backups

Although only reliable software is used by the Company, McClintock Wellness does not guarantee there will be no loss or corruption of data.

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.

Fees and Payment

As consideration for any purchase you make on the Websites, you shall pay McClintock Wellness all applicable fees and taxes. The Company uses a third-party payment processor who shall authorize your credit card, bank account, or other approved payment facility you provided during the registration/payment/purchase process for the full payment of the fees and any applicable taxes, and you hereby consent to the same. All payments will be processed and charged in U.S. dollars.

You must provide current, complete, and accurate billing and credit card information. You must promptly update all billing information (billing address, card number, and expiration date) to keep your account current, and accurate, and you must promptly contact us if your credit card is lost or stolen, or if you become aware of a potential breach of account security. You hereby authorize McClintock Wellness to obtain or determine updated or replacement expiration dates for your credit card in the event that the credit card you provided us expires.

We reserve the right to charge any renewal card issued to you to the same extent as the expired card. If payment is not received from your credit card issuer, you hereby agree to pay all amounts due upon demand. You agree to pay all costs of collection, including attorney's fees and costs, on any outstanding balance. In certain instances, the issuer of your credit card may charge you fees which you will be responsible to pay. You are advised to check with your bank and credit card issuer for details.

No Warranties & Disclaimers

McClintock Wellness provides all content, products, and services "as is" without warranties of any kind. We make no guarantees regarding the accuracy, completeness, reliability, or suitability of our content. The Company, its authors, agents, and affiliates disclaim all warranties, including but not limited to merchantability, non-infringement, and fitness for a particular purpose.

We do not warrant that our websites, products, or services will be uninterrupted, error-free, or compatible with all devices, software, or systems. Additionally, we do not guarantee that our content is free from viruses, malware, or other harmful components.

Limitation of Liability

To the maximum extent permitted by law, McClintock Wellness and its affiliates shall not be liable for any direct, indirect, incidental, consequential, punitive, or special damages arising from or related to the use of our content, products, or services. This includes, but is not limited to, damages related to loss of data, profits, business interruption, personal injury, privacy breaches, or inability to access our services.

In no event shall our total aggregate liability exceed the amount paid by the user for the service in the twelve (12) months preceding the claim. Some jurisdictions may not allow the exclusion or limitation of liability for certain damages, so these limitations may not apply to all users.

Errors & Omissions

Our websites, products, and services may contain errors, inaccuracies, or omissions, including but not limited to descriptions, pricing, promotions, offers, shipping charges, transit times, and availability. We reserve the right to correct any errors, update information, or cancel orders at any time without prior notice, even after an order has been submitted. We are not obligated to update or clarify any information except as required by law.

Content & Service Modifications

McClintock Wellness reserves the right to modify, update, or discontinue any content, product, or service at any time without notice. We are not responsible for any loss resulting from such modifications or discontinuations.

Indemnification

By using our content, products, and services, you agree to indemnify and hold harmless McClintock Wellness, its employees, agents, contractors, and owners from any claims, damages, liabilities, costs, or expenses (including legal fees) arising from your use of our services or violation of these terms.

Sensitive Content Disclaimer

Our content may cover sensitive topics. We do not guarantee that all content will be viewed as politically correct or acceptable by all users. We accept no liability for any interpretations of our content as offensive, triggering, or controversial.

Legal Rights & Updates

McClintock Wellness reserves the right to update or modify these Terms of Service at any time. Your continued use of our services constitutes acceptance of any changes. We also reserve the right to select our own legal counsel in the event of disputes.

By using our services, you acknowledge that you have read, understood, and agree to abide by these Terms of Service.

Force Majeure

McClintock Wellness shall not be held liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to natural disasters, pandemics, government actions, labor strikes, cyberattacks, power failures, or acts of war. If a force majeure event occurs, the Company will make reasonable efforts to mitigate its impact and resume services as soon as feasible.

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.

Applicable Law

These Terms of Service shall be governed by the laws of the State of Florida, without regard to conflict of law principles. 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. Any and all claims, causes of action, and/or disputes arising related to these terms or related to the relation between you and McClintock Wellness shall be filed with the courts having jurisdiction with St Johns County, Florida or a US District court located in Florida.

International users agree that Florida law shall apply, and any disputes shall be resolved in Florida courts unless otherwise required by applicable law. Cross-border disputes will be handled per applicable international arbitration agreements.

International Users

The service is controlled, operated, and administered by McClintock Wellness from our offices within the United States. If you access the service from a location outside the United States, you do so at your own risk. Whether inside or outside the United States, you are responsible for compliance with all local laws in your jurisdiction. 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, Mediation, & Arbitration Requirements

If you have any concern or dispute about the service, you agree to first try to resolve the dispute informally by contacting the Company. You must first contact the Company in writing regarding the nature of your concern and must allow the Company thirty (30) 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 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 escalating their complaint.

If the dispute is not settled after mediation, the disputing customer may proceed, at their own expense, by entering the process of arbitration. Any disputes arising out of or relating to these Terms of Service that cannot be resolved through mediation, shall be resolved through binding arbitration administered by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules. The arbitration shall take place in St Johns County, Florida, and the decision rendered shall be final and binding on both parties.

A customer who chooses to involve mediators, arbitrators, attorneys, etc. shall do so at their own expense and per the statute of limitations; any dispute, claim, or action arising from or related to the services/content, must be filed within two years of from date of incident. Any direct damages that you may claim to suffer as a result of your use of McClintock Wellness content shall be limited to the fees you have paid to the Company in connection with any purchases you have made from McClintock Wellness during the twelve (12) months immediately preceding the events giving rise to the claim.

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.

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. In the event of any conflict between the terms of this Agreement and the Terms and Conditions of Purchase, the Terms and Conditions of Purchase shall control.

Breach of Terms and Termination of Services

By accessing, using, or browsing any website operated by McClintock Wellness and/or accessing, using, or purchasing any content/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. If you wish to opt out of all email notifications, you may simply unsubscribe to the service or contact the Company in writing. Please allow McClintock Wellness thirty (30) days to process your request.

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).

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.

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>

Last updated on 12-29-24