

## Terms and Conditions of Website

These terms and conditions govern your use of this website; by using this website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website.

You must be at least 18 years of age to use this website. By using this website and by agreeing to these terms and conditions you warrant and represent that you are at least 18 years of age.

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### License to Use Website

Unless otherwise stated, WellFitHappy LLC and/or its licensors own the intellectual property rights in the website and material on the website. Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- Republish material from this website (including republication on another website);
- Reproduce, duplicate, copy or otherwise exploit material on this website for personal and/or commercial purpose;
- When creating a profile, purchasing our membership, contacting other members, posting anything on our social media accounts, or visiting any page, you will NOT:
- Disclose any confidential information about other users without their permission
- Engage in any kind of offensive behavior (pornography, racism, abusiveness, harassment etc.)
- Forward chain letters using our website
- Use picture that does not belong to you. You are not permitted to impersonate anyone.
- Infringe any third party's rights
- Upload any malicious software, virus etc. that could disrupt the working of system tools, servers, networks
- Try to sell other users' information to third parties
- Try to access our services through automated robots, or conduct attacks such as Denial of Service
- Promote products/services on our website.

### Acceptable use

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any

material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without WellFitHappy LLC's express written consent. You must not use this website to transmit or send unsolicited commercial communications. You must not use this website for any purposes related to marketing without WellFitHappy LLC's express written consent.

No Refunds for Information Products– Due to the inherent irrevocability of the transmission of knowledge, refunds will not be rendered for any information products purchased through LauraBethKruger.com, regardless of your financial situation, viewing of the information product, following of the advice contained therein, or of any other factor. Though WellFitHappy LLC strongly believes in the value of the advice found within its information products, results are not guaranteed. WellFitHappy LLC disclaims any express or implied warranties.

We may add some third party products/services on our website and in that case, the product copyrights belongs to the creator or successor in interest of the creator. We may also sell products/services as an affiliate so some of the products will be added to our website from other companies. We are not liable for any problem arising out of their contents, description, products etc. Under no circumstances shall WellFitHappy LLC, its affiliates, or any of their officers, directors, employees, or agents be liable for any loss, damage or harm caused by a user's reliance on information obtained through the LauraBethKruger.com website.

### **Restricted Access**

Access to certain areas of this website is restricted. WellFitHappy LLC reserves the right to restrict access to areas of this website, or indeed this entire website, at WellFitHappy LLC's discretion.

If WellFitHappy LLC provides you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential. WellFitHappy LLC may disable your user ID and password in WellFitHappy LLC's sole discretion without notice or explanation.

### **User Content**

In these terms and conditions, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this website, for whatever purpose.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or WellFitHappy LLC or a third party (in each case under any applicable law).

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

WellFitHappy LLC reserves the right to edit or remove any material submitted to this website. Prices, promotions, and campaigns are also subject to change without prior notice.

Notwithstanding WellFitHappy LLC's rights under these terms and conditions in relation to user content, WellFitHappy LLC does not undertake to monitor the submission of such content to, or the publication of such content on, this website.

### **No Warranties**

This website, LauraBethKruger.com, is provided "as is" without any representations or warranties, express or implied. WellFitHappy LLC makes no representations or warranties in relation to this website or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, WellFitHappy LLC does not warrant that:

- this website will be constantly available, or available at all; or
- the information on this website is complete, true, accurate or non-misleading.

Nothing on this website constitutes, or is meant to constitute, advice of any kind. If you require advice in relation to any [legal, financial, health or medical] matter you should consult an appropriate professional. This includes, but not limit to, eating disorders, substance use/abuse, etc. By using this website and the information within, you assume all risks.

### **Limitations of Liability**

WellFitHappy LLC will not be liable to you (whether under the law of contact, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- to the extent that the website is provided free-of-charge, for any direct loss;
- for any indirect, special or consequential loss; or
- for any business and/or health losses, loss of revenue, income, injury, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if WellFitHappy LLC has been expressly advised of the potential loss.

### **Reasonableness**

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable. If you do not think they are reasonable, you must not use this website.

### **Other Parties**

You accept that WellFitHappy LLC has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against WellFitHappy LLC's officers or employees in respect of any losses you suffer in connection with the website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect WellFitHappy LLC's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors.

### **Indemnity**

You hereby indemnify WellFitHappy LLC and undertake to keep WellFitHappy LLC indemnified

against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by WellFitHappy LLC to a third party in settlement of a claim or dispute on the advice of WellFitHappy LLC's legal advisers) incurred or suffered by WellFitHappy LLC arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

#### **Breaches of these Terms and Conditions**

Without prejudice to WellFitHappy LLC's other rights under these terms and conditions, if you breach these terms and conditions in any way, WellFitHappy LLC may take such action as WellFitHappy LLC deems appropriate to deal with the breach, including suspending your access to the website and/or bringing court proceedings against you.

#### **Variation**

WellFitHappy LLC may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

#### **Governing Law**

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of South Dakota.

#### **Acknowledgement**

These Terms of Use, including all documents referenced herein, represent the entire understanding between you and WellFitHappy LLC regarding your relationship with LauraBethKruger.com and WellFitHappy LLC, and supersedes any prior statements or representations. When visiting the LauraBethKruger.com website or making a purchase therefrom, YOU AGREE TO BE BOUND BY THESE TERMS OF USE.

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