

Privacy Policy and Terms & Conditions

Privacy Policy

Women Being Well LLC operates healthcoachtiffiney.com and may operate other websites. It is Women Being Well's policy to respect your privacy regarding any information we may collect while operating our websites.

Website Visitors

Like most website operators, Women Being Well collects non-personally-identifying information of the sort that web browsers and servers typically make available, such as the browser type, language preference, referring site, and the date and time of each visitor request. Women Being Well's purpose in collecting non-personally identifying information is to better understand how Life in Order's visitors use its website. From time to time, Women Being Well may release non-personally-identifying information in the aggregate, e.g., by publishing a report on trends in the usage of its website.

Women Being Well also collects potentially personally-identifying information like Internet Protocol (IP) addresses for logged in users and for users leaving comments on healthcoachtiffiney.com blogs/sites. Women Being Well only discloses logged in user and commenter IP addresses under the same circumstances that it uses and discloses personally-identifying information as described below, except that commenter IP addresses and email addresses are visible and disclosed to the administrators of the blog/site where the comment was left.

Gathering of Personally-Identifying Information

Certain visitors to Women Being Well's websites choose to interact with Women Being Well in ways that require Women Being Well to gather personally-identifying information. The amount and type of information that Women Being Well gathers depends on the nature of the interaction. For example, we ask visitors who sign up at healthcoachtiffiney.com to provide a username and email address. Those who engage in transactions with Women Being Well are asked to provide additional information, including as necessary the personal and financial information required to process those transactions. In each case, Women Being Well collects such information only insofar as is necessary or appropriate to fulfill the purpose of the visitor's interaction with Women Being Well. Women Being Well does not disclose personally-identifying information other than as described below. And visitors can always refuse to supply personally-identifying information, with the caveat that it may prevent them from engaging in certain website-related activities.

Aggregated Statistics

Women Being Well may collect statistics about the behavior of visitors to its websites. Women Being Well may display this information publicly or provide it to others. However, Women Being Well does not disclose personally-identifying information other than as described below.

Protection of Certain Personally-Identifying Information

Women Being Well discloses potentially personally-identifying and personally-identifying information only to those of its employees, contractors and affiliated organizations that (i) need to know that information in order to process it on Women Being Well's behalf or to provide services available at Women Being Well's websites, and (ii) that have agreed not to disclose it to others. Some of those employees, contractors and affiliated organizations may be located outside of your home country; by using Women Being Well's websites, you consent to the transfer of such information to them. Women Being Well will not rent or sell potentially personally-identifying and personally-identifying information to anyone. Other than to its employees, contractors and affiliated organizations, as described above, Women Being Well discloses potentially personally-identifying and personally-identifying information only in response to a subpoena, court order or other governmental request, or when Women Being Well believes in good faith that disclosure is reasonably necessary to protect the property or rights of Women Being Well, third parties or the public at large. If you are a registered user of a Women Being Well website and have supplied your email address, Women Being Well may occasionally send you an email to tell you about new features, solicit your feedback, or just keep you up to date with what's going on with Women Being Well and our products. If you send us a request (for example via email or via one of our feedback mechanisms), we reserve the right to publish it in order to help us clarify or respond to your request or to help us support other users. Women Being Well takes all measures reasonably necessary to protect against the unauthorized access, use, alteration or destruction of potentially personally-identifying and personally-identifying information.

Cookies

A cookie is a string of information that a website stores on a visitor's computer, and that the visitor's browser provides to the website each time the visitor returns. Women Being Well uses cookies to help Women Being Well identify and track visitors, their usage of Women Being Well website, and their website access preferences. Women Being Well visitors who do not wish to have cookies placed on their computers should set their browsers to refuse cookies before using Women Being Well's websites, with the drawback that certain features of Women Being Well's websites may not function properly without the aid of cookies.

Business Transfers

If Women Being Well, or substantially all of its assets, were acquired, or in the unlikely event that Women Being Well goes out of business or enters bankruptcy, user information would be one of the assets that is transferred or acquired by a third party. You acknowledge that such transfers may occur, and that any acquirer of Women Being Well may continue to use your personal information as set forth in this policy.

Ads

Ads appearing on any of our websites may be delivered to users by advertising partners, who may set cookies. These cookies allow the ad server to recognize your computer each time they send you an online advertisement to compile information about you or others who use your computer. This information allows ad networks to, among other things, deliver targeted advertisements that they believe will be of most interest to you. This Privacy Policy covers the use of cookies by Women Being Well and does not cover the use of cookies by any advertisers.

Privacy Policy Changes

Although most changes are likely to be minor, Women Being Well may change its Privacy Policy from time to time, and in Women Being Well's sole discretion. Women Being Well encourages visitors to frequently check this page for any changes to its Privacy Policy. If you have a healthcoachtiffiney.com account, you might also receive an alert informing you of these changes. Your continued use of this site after any change in this Privacy Policy will constitute your acceptance of such change.

Terms of Service

The following terms and conditions govern all use of the healthcoachtiffiney.com website and all content, services and products available at or through the website (taken together, the Website). The Website is owned and operated by Women Being Well. The Website is offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, Women Being Well's Privacy Policy) and procedures that may be published from time to time on this Site by Women Being Well (collectively, the "Agreement").

Please read this Agreement carefully before accessing or using the Website. By accessing or using any part of the web site, you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this agreement, then you may not access the

Website or use any services. If these terms and conditions are considered an offer by Life In Order, acceptance is expressly limited to these terms. The Website is available only to individuals who are at least 18 years old.

Your healthcoachtiffiney.com Account and Site

If you create an account on any website associated with Women Being Well LLC, you are responsible for maintaining the security of your account, and you are fully responsible for all activities that occur under the account. You must immediately notify Women Being Well of any unauthorized uses of your account or any other breaches of security. Women Being Well will not be liable for any acts or omissions by You, including any damages of any kind incurred as a result of such acts or omissions.

Payment and Renewal

- **General Terms**

By selecting a product or service, you agree to pay Women Being Well the one-time and/or monthly or annual subscription fees indicated (additional payment terms may be included in other communications). Subscription payments will be charged on a pre-pay basis on the day you sign up for an Upgrade and will cover the use of that service for a monthly or annual subscription period as indicated. Payments are not refundable.

- **Automatic Renewal**

Unless you notify Women Being Well before the end of the applicable subscription period that you want to cancel a subscription, your subscription will automatically renew and you authorize us to collect the then-applicable annual or monthly subscription fee for such subscription (as well as any taxes) using any credit card or other payment mechanism we have on record for you. Upgrades can be canceled at any time by submitting your request to Women Being Well in writing.

- **Fees & Payment:** By signing up for an online program account you agree to pay Women Being Well the applicable setup fees and recurring fees. Applicable fees will be invoiced starting from the day your services are established and in advance of using such services. Women Being Well reserves the right to change the payment terms and fees upon thirty (30) days prior written notice to you.
- **Support:** If your service includes access to priority email support. "Email support" means the ability to make requests for technical support assistance by email at any time (with reasonable efforts by Women Being Well to respond within one business day) concerning the use of the VIP Services. "Priority" means that support takes priority over support for users of the standard or free healthcoachtiffiney.com services. All support will be provided in accordance with Women Being Well standard services practices, procedures and policies.

- **Responsibility of Website Visitors:** Women Being Well has not reviewed, and cannot review, all of the material, including computer software, posted to the Website, and cannot therefore be responsible for that material's content, use or effects. By operating the Website, Women Being Well does not represent or imply that it endorses the material there posted, or that it believes such material to be accurate, useful or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. The Website may contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. The Website may also contain material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated. Women Being Well disclaims any responsibility for any harm resulting from the use by visitors of the Website, or from any downloading by those visitors of content there posted.

Copyright Infringement and DMCA Policy

As Women Being Well asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by healthcoachtiffiney.com violates your copyright, you are encouraged to notify Women Being Well in accordance with Women Being Well's Digital Millennium Copyright Act ("DMCA") Policy. Women Being Well will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. Women Being Well will terminate a visitor's access to and use of the Website if, under appropriate circumstances, the visitor is determined to be a repeat infringer of the copyrights or other intellectual property rights of Women Being Well or others. In the case of such termination, Women Being Well will have no obligation to provide a refund of any amounts previously paid to Women Being Well.

2. **Intellectual Property.** This Agreement does not transfer from Women Being Well to you any Women Being Well or third party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with Life In Order. Life In Order, healthcoachtiffiney.com, the healthcoachtiffiney.com logo, and all other trademarks, service marks, graphics and logos used in connection with healthcoachtiffiney.com, or the Website are trademarks or registered trademarks of Life In Order or Life in Order's licensors. Other trademarks, service marks, graphics and logos used in connection with the Website may be the trademarks of other third parties. Your use of the Website grants you no right or license to reproduce or otherwise use any Life In Order or third-party trademarks.
3. **Changes.** Women Being Well reserves the right, at its sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement

periodically for changes. Your continued use of or access to the Website following the posting of any changes to this Agreement constitutes acceptance of those changes. Women Being Well may also, in the future, offer new services and/or features through the Website (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement.

4. **Termination.** Women Being Well may terminate your access to all or any part of the Website at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement or your healthcoachtiffiney.com account (if you have one), you may simply discontinue using the Website. Notwithstanding the foregoing, if you have a paid services account, such account can only be terminated by Women Being Well if you materially breach this Agreement and fail to cure such breach within thirty (30) days from Women Being Well's notice to you thereof; provided that, Women Being Well can terminate the Website immediately as part of a general shut down of our service. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Disclaimers

The Website is provided "as is". Women Being Well and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither Women Being Well nor its suppliers and licensors, makes any warranty that the Website will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, the Website at your own discretion and risk.

5. **Limitation of Liability.** In no event will Women Being Well, or its suppliers or licensors, be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to Life In Order under this agreement during the twelve (12) month period prior to the cause of action. Women Being Well shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.
6. **General Representation and Warranty.** You represent and warrant that (i) your use of the Website will be in strict accordance with the Women Being Well Privacy Policy, with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside) and (ii) your use of the Website will not infringe or misappropriate the intellectual property rights of any third party.

7. **Indemnification.** You agree to indemnify and hold harmless Women Being Well, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Website, including but not limited to your violation of this Agreement.
8. **Miscellaneous.** This Agreement constitutes the entire agreement between Women Being Well and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized executive of Women Being Well, or by the posting by Women Being Well of a revised version. Except to the extent applicable law, if any, provides otherwise, this Agreement, any access to or use of the Website will be governed by the laws of the state of Georgia, USA, excluding its conflict of law provisions, and the proper venue for any disputes arising out of or relating to any of the same will be the state and federal courts located in Douglas County, GA. Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court without the posting of a bond), any dispute arising under this Agreement shall be finally settled in accordance with the Comprehensive Arbitration Rules of the Judicial Arbitration and Mediation Service, Inc. ("JAMS") by three arbitrators appointed in accordance with such Rules. The arbitration shall take place in Douglasville, GA, in the English language and the arbitral decision may be enforced in any court. The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys' fees. If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may assign your rights under this Agreement to any party that consents to, and agrees to be bound by, its terms and conditions; Life In Order may assign its rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

Online Program Policy

I view health coaching services as a collaborative process between you, me and anyone else you determine to be appropriate. My approach is to view you as a person whose mind, body and spirit are interconnected. In addition, I seek to facilitate balanced and integrated ways of being that nourish your mind, body and spirit. My view is to see emotional, spiritual, and physical health challenges as normal human experiences, which are impacted by one's way of living and coping. These challenges can be an opportunity to enhance your health as well as an opportunity for growth. To meet the unique needs of each client, my services integrate current scientific findings with a creative/intuitive healing process. There are a variety of services in the community that may be helpful to integrate into your services. You are encouraged to explore what combination, if any, might work best for you. I also respect that it is most important for you to feel comfortable with your

coach. Should you ever have questions or concerns about my process, please feel free to speak with me about them.

Guarantee/Refund Policy

Due to the nature of services offered by Women Being Well, once a purchase has been made a request for refund/cancellation must be made in writing at “Women Being Well 4813 Ridge Rd. Suite 111 #629 Douglasville, GA 30134” or via email at support@healthcoachtiffiney.com. If you have not accessed the client portal and decide to no longer participate in a client/coach relationship you must notify me in writing within 10 days of payment remittance for a full refund. Once you have accessed the client portal a partial refund of 75% of payment remitted will be refunded ONLY AFTER completing modules 1-4, proof of completion of associated action items, and participation in at least 2 coaching calls (submission of question in lieu of live attendance acceptable) within the first 30 days of access being granted to client portal. If a cancellation/refund is not requested as outlined, said request will be denied. Refunds will be processed on the 15th and 30th of every month.

Lifetime Access

Upon purchasing a program you will gain full access to all materials through the client portal. You will also gain access to the program-specific Facebook group, as well as weekly group coaching calls. The duration of the program is allotted for 12 weeks, after which time access to the program-specific Facebook group and weekly group coaching calls will cease. Upon the completion of the program additional offerings for continued support will be made available.

Sessions

Group coaching calls will be held no longer than 60 minutes and will be held weekly at the designated time indicated in the program welcome email and private Facebook group. Access to weekly coaching calls will be for the duration of the 12 week program. All calls are recorded and made available within the program-specific Facebook group for reference. Because weekly coaching calls are recorded, there will not be any “make up” or additional calls offered unless deemed necessary by Women Being Well. Continued access following the 12 week program period will be offered in a post-program offering.

Decline Payment

Rather paying in full or making payments via a payment plan, in the event your payment is declined you will be notified immediately via email. You will have three days to bring your account into good standing. If account is not brought into good standing you will receive a second email notifying you that you have two days to do so before access to the client portal is suspended. In the event that the account is not brought into good standing, you will

receive an email notifying you that your access has suspended and will continue to receive an email every week thereafter until the account is brought into good standing. Women Being Well reserves the right to legally pursue payment and any associated fees incurred in an attempt to satisfy your account.

Communication

All communication will be via the program-specific private Facebook Group and during weekly group coaching calls. I will address program-specific questions posted to the group between the hours of 9 a.m. and 5 p.m. M-F. If you believe you are having a medical emergency, please dial 9-1-1 for assistance. There may be the rare instance in which a weekly coaching call will be rescheduled due to a holiday, notice shall be given no less than 1 week prior. In the event you require support outside of program specific needs (i.e. billing, tech, concerns and/or complaints, etc.) please email support@healthcoachtiffiney.com. Support emails will be responded to within 48 hours of receipt.

Medical Disclaimer

Any information provided either on this website or via email subscription is not intended to diagnose, treat, prevent or cure any illness or disease. The information provided is for general educational purposes, has not been reviewed nor approved by the FDA and is not intended to take the place of advice from your medical professional, licensed dietitian or nutritionist. You are solely responsible for your health care and activity choices. Participation in challenges or any other free event does not constitute a client-coach relationship.