

HEALING BETRAYED HEARTS WEBSITE TERMS OF USE



Please read these Terms of Use for Programs, Services, Program Materials and their content (“Terms of Use”) carefully before using the Company’s service (“Service”) which can be accessed via our Website at <https://www.healingbetrayedhearts.com> or through our mobile application. The terms “we,” “us,” and “our” refer to the Company. “You” refers to you, as a user or viewer of the Service. We reserve the right, at our sole discretion, to modify or replace these Terms of Use at any time without notice. Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms of Use as it appears, whether or not you have read it. These Terms of Use apply to all visitors, users and others who access or use the Service. If you do not agree with these Terms of Use, please do not use our Service.

REFUND POLICY

Your satisfaction with our Program or Service is important to us. Yet, because of the extensive time, effort, preparation and care that goes into creating and/or providing our Programs, Services and Program Materials, we have a no return no refund policy. Unless otherwise provided by law, you acknowledge that we do not offer refunds for any portion of your payment for any of our Programs and Services, and no refunds will be provided to you at any time. By using and/or purchasing any of our Programs, Services or Program Materials, you understand and agree that all sales are final and no refunds will be provided.

USE AND CONSENT

By purchasing or using any of our Programs or Services, you agree to abide by these Terms of Use as well as our Disclaimer, Terms and Conditions and Privacy Policy, and any other terms and conditions that may apply, and are you are required to act in accordance with them. Accessing, purchasing or using our Programs, Services or Program Materials, in any manner constitutes use of the Program, Services and Program Materials, and your agreement to be bound by these Terms of Use.

These Terms of Use require the use of arbitration on an individual basis to resolve disputes, rather than jury trials, and limit the remedies available to you in the event of a dispute. You fully understand and agree that by enrolling in, purchasing and/or using any of our Programs, Products, Services and Program Materials that you are waiving certain legal rights and you are voluntarily agreeing to do so.

AGE OF CONSENT

Our Programs, Services or Program Materials are solely for individuals who are at least 18 years of age or older and by using our Programs, Services or Program Materials, you represent and warrant that you are at least 18 years of age, and that you agree to and to abide by these Terms of Use. Any registration by, use of or access to our Service, Website, Programs, Services or Program Materials by anyone under age 18 is unauthorized, unlicensed and in violation of these Terms of Use.

INTELLECTUAL PROPERTY RIGHTS

Intellectual property rights means collectively, all rights in, to and under patents, trade secret rights, copyrights, trademarks, service marks, trade dress and similar rights of any type under the laws of any government authority, including without limitation, all applications and registrations relating to the foregoing. Our Programs, Services and all the Program Materials are our property and/or our affiliates or licensors, and are protected by copyright, trademark, and other intellectual property laws. The content in our Programs and Services is solely owned by or licensed to us, unless otherwise indicated. This content includes, but is not limited to, words or text, design, layout, appearance, graphics, photos, images, information, materials, documents, data, databases and all other information and intellectual property (“Content”) of our Program Materials or any other material or aspects of materials provided by us to you. Any trademarks, taglines, and logos displayed on Program Materials are trademarks belonging to us. All trademarks reproduced in this Website, which are not the property of, or licensed to us, are acknowledged on the Website. Any use including framing, meta tags or other text utilizing these trademarks, or other trademarks displayed, is strictly prohibited without our express written consent, or permission granted herein. For those trademarks, taglines, and logos for which you are granted permission to use, the trademark indicia must be included at all times. Any marketing or promotional tools and/or Program or Service titles or any other title or information of ours bearing the trademark symbols (™) or ® may not be used by you for any reason without our express written permission. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these Terms of Use.

Our Limited License to You

If you view, enroll in, purchase or access any of our Program Materials through our Programs or Services, you will be considered our Licensee. You are granted a revocable, non-transferable license for personal, non-commercial use only, limited only to you, with permission and restrictions. As a Licensee, you understand and acknowledge that our Programs, Services, Program Materials and any content that has been created, developed or obtained by us is done through the investment of significant time, effort and expense, and is a valuable, special and unique asset of ours which need to be protected from improper and unauthorized use. You may not use our Programs, Services or Program Materials in a manner that constitutes an infringement of our rights in any way that is contrary to these Terms of Use or that has not been authorized by us.

You are permitted to download and/or print free resources from our Website, email correspondence, or other publicly shared information that are NOT a part of any paid Program, Service or Program Materials for your own personal or business use, but only provided that you give us credit by name, keep intact all copyright and other proprietary notices and, if used electronically, you must include the link back to the Website page(s) from which the information was obtained. You may establish a hypertext link to our Website or Content so long as the link does not state or imply any sponsorship, endorsement by, or ownership in our Website or Content and does not state or imply that we have sponsored, endorsed or have ownership rights in your website. However, you may not frame or inline link our Content without our written permission.

When you purchase a Program or Service from our Website or otherwise, you are purchasing the limited right to use the Program Materials in the form that is provided by us to you with certain conditions as specified in these Terms of Use, and you are clearly and expressly prohibited from doing the following:



- You will not copy, share or steal our Programs, Services, or Program Materials, or any parts of them.
- You will not in any way use, copy, adapt or represent any of our Programs, Services or Program Materials in any way as if they are yours or created by you.
- You will not engage in improper and/or unauthorized use of our Programs, Services and Program Materials. Improper and unauthorized use includes but is not limited to modifying, copying, reproducing, republishing, uploading, posting, transmitting, translating, selling, creating derivative works, exploiting, or distributing in any manner or medium (including by email or other electronic means) any Program Materials or any other information accessed or purchased through our Programs or Services, or any other communications provided by us for your own personal use, business/commercial use or in any way that earns you money.
- You will not duplicate, share, trade, sell, or otherwise distribute any part of our Programs, Services or Program Materials to any other person, so they can copy and/or use them for their own personal, business or commercial use or in any way that earns them money, whether it was known to you or not at the time that you shared the information that it was their intention. You are the only one granted a limited license to use our Programs, Services, and Program Materials.
- You will not violate our intellectual property rights, including copyright and trademark rights. Downloading, printing, or otherwise using our Programs, Services or Program Materials for your own training purposes in no way gives you any copyright, trademark, intellectual property or ownership rights of our Programs, Services or Program Materials.
- You will not reprint or republish any part of our Programs, Services or Program Materials for publication or compilation into your own products, programs, services or program materials for your own personal use or business/commercial use or in any way that earns you money.
- You will not use our Programs, Services or Program Materials in a manner that constitutes an infringement of our rights or in a manner that has not been authorized by us through our prior written consent.
- You may not engage in improper and/or unauthorized use of our Program Materials or any other information related to our Programs or Services. Unless otherwise explicitly authorized in these Terms of Use, improper and/or unauthorized use includes but is not limited to modifying, copying, reproducing, republishing, uploading, posting, transmitting, translating, selling, creating derivative works, exploiting, or distributing in any manner or medium (including by email or other electronic means) for commercial use, to any other person in a way that earns them money, any Program Materials or any other information accessed or purchased through our Programs or Services or any other communications provided by us to you promoting or relating to the Programs or Services.
- You understand and agree that engaging in the prohibited use or the improper and/or unauthorized use of our Programs, Services or Program Materials as set forth in these Terms of Use is considered theft and stealing and we retain the right to prosecute theft to the full extent of the law.
- You agree and understand that prohibited use, improper and/or unauthorized use may give rise to a civil claim for damages and/or be a criminal offense.

All rights not expressly granted in these Terms of Use or any express written license, are reserved by us.



Your License to Us

You are responsible for the content that you post to the Service, including its legality, reliability, and appropriateness. By posting or submitting any material on or through our Programs, Services or Program Materials, such as comments, posts, photos, images or videos, or any other contributions, you are representing that you are the owner of all such materials; you have the right to use it and grant us the rights and License as provided in these Terms of Use; does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person. You verify you are at least 18 years of age.

When you voluntarily submit to us or post any comment, photo, image, video or any other submission for use on or through our Programs, Services or Program Materials, you grant us, and anyone authorized by us, an unlimited, royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide license to use, copy, modify, transmit, sell, exploit, create derivative works from, distribute, and/or publicly perform or display such contributions, in whole or in part, in any manner or medium, now known or developed in the future, for any purpose, and granting us the right to make it part of our current or future Programs, Services and Program Materials. This right includes granting us use or exploitation of proprietary rights or intellectual property rights like copyright, trademark, service mark, trade secrets, patent rights or any other of your intellectual property rights under any relevant jurisdiction without any further permission from you or compensation by us to you.

You also grant us, and anyone authorized by us, the right to identify you as the author of any of your comments, posts, photos, images, videos or other contributions by name, email address, or screen name. You acknowledge that we have the right—but not the obligation—to use and display any contributions from you of any kind, and that we may elect to cease the use and display of any such contributions on our Programs, Services and Program Materials at any time for any reason whatsoever. Any contributions that contain any of the following will be deleted without notice: Commercial content; adult content (explicit sexual descriptions, self-harm, graphic violence); any type of discriminatory and/or offensive speech; intelligible language; or anything we deem inappropriate at any time for any reason.

REQUEST FOR PERMISSION TO USE CONTENT

Any request for written permission to use our Programs Services or Program Materials, in whole or in part, or any other intellectual property or property belonging to us (“Content”), should be made BEFORE you wish to use it by sending an email to team@healingbetrayedhearts.com. We very clearly state that you may not use our Programs, Services or Program Materials, in whole or in part, in any way that is contrary to these Terms of Use unless we have given you specific written permission to do so.

If you are granted permission by us, you agree to use the specific Content that we allow and ONLY in the ways for which we have given you our written permission. If you choose to use the content in ways that we do not specifically give you written permission, you agree that you will be treated as if you had copied, duplicated and/or stolen such Content from us, and you consent to immediately stop using such Content and to take whatever actions we may request by the methods and in the time frame that we prescribe to protect our intellectual property and ownership rights in our Programs, Services or Program Materials.



MEDIA RELEASE

By participating in our Facebook community, you consent to photographs, videos, and/or audio recordings that may be made that may contain you, your voice and/or your likeness. In our sole discretion, we reserve the right to use these photographs, videos, and or/audio recordings and/or any other materials submitted by you to us in connection with your participation in our Programs, Services or Program Materials in our current or future Facebook community without compensation to you at any time, now or at any time in the future.

SECURITY

We cannot completely ensure or warrant the security of the Programs, Services and Program Materials or the contributions or information transmitted to us on or through our Website or our Programs, Services and Program Materials. Submitting contributions or information on our through our Programs, Services and Program Materials is done entirely at your own risk. We make no assurances about our ability to prevent any such loss or damage to you or to any other person, company or entity arising out of use of our Programs, Services and Program Materials and you agree that you are assuming such risks.

When you apply for, enroll in, purchase or use our Programs, Services or Program Materials, we may seek and collect personal information, including but not limited to, your name, email address, phone number, billing information, credit card or payment information, demographic information, preferences, interests, or other personally identifying information (“Confidential Information”). By providing such Confidential Information to us, you grant us permission to use and store such Confidential Information. We will use our best efforts to keep your Confidential Information safe, secure and confidential. We take precautions to protect such Confidential Information. When you submit Confidential Information via our Programs, Services or Program Materials, we take measures to protect the security of your Confidential Information both online and offline. However, due to the nature of the Internet, we cannot completely ensure or warrant the security of your Confidential Information or of any other data or information transmitted to us or through Service; therefore submitting Confidential Information, data or other information is done at your own risk. We have security measures in place to prevent the loss, misuse, and alteration of the information that is obtained from you, but we make no assurances about our ability to prevent any such loss, misuse, to you or to any third party arising out of any such loss, misuse, or alteration.

We try to ensure that the availability and delivery of our Programs, Services and Program Materials is uninterrupted and error-free, including our Content and communications through methods like our Website, private Facebook groups, email communications, videos, audio recordings, downloadable PDF handouts, slides, or any other materials provided by us to you. However, we cannot guarantee that your access will not be suspended or restricted from time to time, including to allow for repairs, maintenance or updates. To the fullest extent permitted by law, we will be not be liable to you for damages or refunds, or for any other recourse, should our Programs, Services or Program Materials become unavailable or access to the them becomes slow or incomplete due to any reason, such as system back-up procedures, internet traffic volume, upgrades, overload of requests to the servers, general network failures or delays, or any other cause which may from time to time make our Programs, Services or Program Materials inaccessible to you.



PERSONAL RESPONSIBILITY AND ASSUMPTION OF RISK

You agree that you are using your own judgment and due diligence in using our Programs, Services and Program Materials, are doing so solely at your own risk, and to accurately represent the information provided to us. You agree and understand that you assume all risks and no results are guaranteed in any way related to our Programs, Services or Program Materials, and that this Service is intended merely educate, inform and provide tools to help you make your own decisions. You take full responsibility for and knowingly assume all of the risks related to the consequences of your use, misuse, or non-use of any information provided through our Programs, Services or Program Materials. You are responsible for your choices, actions, decisions, results and implementation of any idea, suggestion or recommendation from our Programs, Services or Program Materials into your life, family or business.

You are agreeing that you will not use our Programs, Services or Program Materials in any way that causes or is likely to cause the our Programs, Services or Program Materials, or access to them, to be interrupted, damaged or impaired in any way. You understand that you are solely responsible for all electronic communications and content sent from your computer to this Service and to us.

You agree to only purchase our Programs, Services or Program Materials for yourself or for another person for whom you are legally permitted to do so or from whom you have obtained the express consent to provide their name, address, method of payment, credit card number, and billing information. You agree to be financially responsible for all purchases made by you or someone acting on your behalf through the Service.

You agree to use the Service for legitimate, non-commercial purposes only and not for speculative, false, fraudulent, or illegal purposes. You can only use the Service for lawful purposes. You agree that you will not use the Service in any of the following ways:

- In connection with a criminal offense or otherwise carry out any unlawful activity.
- To send, use or reuse any material that is illegal, offensive, abusive, indecent, harmful, defamatory, obscene or menacing, threatening, objectionable, invasive of privacy, in breach of confidence, infringing of any intellectual property rights, or that may otherwise may injure others.
- To send, negatively impact, or infect our Programs, Services or Program Materials with software viruses or any other harmful or similar computer code designed to adversely affect the operation of any computer software or hardware, commercial solicitation, chain letters, mass mailings or any spam, whether intended or not.
- To cause annoyance, inconvenience or needless anxiety.
- To impersonate any third party or otherwise mislead as to the origin of your contributions.
- To reproduce, copy, duplicate or resell any part of our Programs, Services or Program Materials in any way that is not in compliance with these Terms of Use or any other agreement with us.

DISCLAIMER

Our Programs, Services, and Program Materials are for informational and educational purposes only. To the fullest extent permitted by law, we expressly exclude any liability for any direct, indirect or consequential loss or damage incurred by you or others in connection with our Programs, Services, and Program Materials, including without limitation any liability for any accidents; delays; injuries; harm;



loss; damage; death; lost profits; personal or business interruptions; misapplication of information; physical or mental disease, condition or issue; physical, mental, emotional, or spiritual injury or harm; loss of income or revenue; loss of business; loss of profits or contracts; anticipated savings; loss of data; loss of goodwill; wasted time; physical, mental, emotional, spiritual or health benefits; future income; expenses; sales volume or potential profitability; and for any other loss or damage of any kind, however and whether caused by negligence, breach of contract, or otherwise, even if foreseeable. You specifically acknowledge and agree that we are not liable for any defamatory, offensive or illegal conduct of any other Program, Service or Program Materials participant or user, including you. Nothing related to our Programs, Services or Program Materials is to be perceived or relied upon in any way as medical, legal, financial, religious, business, mental health or any other form of advice in any way. It is NOT counseling, psychotherapy, psychoanalysis, or any other form of mental health treatment, care or therapy. Nothing contained in any of our Programs, Services or Program Materials is to be used as a substitute for professional advice from legal, financial, religious, business, or medical professional, including but not limited to, diagnosis or treatment that can be provided by your own physician, nurse practitioner, physician assistant, therapist, counselor, mental health practitioner, licensed dietitian or nutritionist, member of the clergy, or any qualified, licensed or registered professional. You are advised to seek counsel relating to your specific circumstances as needed for any and all questions and concerns you now have, or may have in the future.

Do not disregard professional medical advice or delay seeking professional advice because of information you have read in any of our Programs, Services, Program Materials or their Content, or anything you have received from us. Do not stop taking any medications without speaking to your physician, nurse practitioner, physician assistant, mental health provider or other health care professional. If you have or suspect that you have a medical or mental health issue, contact your own health care provider promptly. We are not providing health care, medical or mental therapy services or attempting to diagnose, treat, prevent or cure in any manner whatsoever any physical ailment, or any mental or emotional issue, disease or condition. We are not giving medical, psychological, or religious advice whatsoever.

You agree that we are not responsible for your dedication; desire; motivation; actions; commitment; follow-through; relationship status; the success or failure of your decisions; your feelings or moods either directly or indirectly related to our Programs, Services or Program Materials; ability to meet your goals (in whole or in part); any financial losses; or any other result of any kind that you may have as a result of information presented to you through our Programs, Services or Program Materials. We cannot and do not guarantee that you will attain a particular result, positive or negative, relational, spiritual, financial or otherwise, through the use of our Programs, Services or Program Materials, and you accept and understand that results differ for each individual. We also expressly disclaim responsibility in any way for the choices, actions, results, use, misuse or non-use of the information provided or obtained through the use of our Programs, Services or Program Materials. You are solely responsible for your results.

We may provide links and pointers to other websites that are not owned or controlled by the Service, and are maintained by third parties, which may take you outside of our Programs, Services or Program Materials. These links are provided for your convenience, and the inclusion of any link in our Programs, Services or Program Materials to any other website does not imply our endorsement, sponsorship, or approval of that website or its owner. We do not endorse and we are not responsible for the views,



opinions, facts, advice, statements, accuracy or reliability provided by external resources referenced in our Website or its Content. We assume no responsibility for errors or omissions caused by other websites that may be included our Programs, Products, Services or Program Materials. We have no control over the content, practice or functionality of those websites and so we accept no responsibility or liability, directly or indirectly, for damage or loss caused or alleged to be caused or otherwise by or in connection with your use of or reliance on any such content, goods or services available on or through any such websites or services, and therefore do not guarantee the accuracy, completeness, or usefulness of any other website or their content. It is your responsibility to review the terms and conditions and privacy policies of those linked websites to confirm that you understand and agree with those policies.

By purchasing and/or using our Programs, Services or Program Materials in any way or for any reason, you also implicitly agree to our full Disclaimer which can be accessed via our Website at <https://www.healingbetrayedhearts.com> or through our mobile application.

NO WARRANTIES

We make no warranties as to our Programs, Services or Program Materials, the information, content, results or use of such. You agree that our Programs, Services or Program Materials are provided “as is” and “as available” without warranties of any kind either express or implied. To the fullest extent permissible pursuant to applicable law, we disclaim all warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance. We expressly do not warrant that the Programs, Services or Program Materials will be functional, uninterrupted, correct, complete, appropriate, or error-free. Furthermore, we make no representations or warranties of any kind that defects will be corrected; that any part of the Website or its Content is free of viruses or other harmful components; and on third party websites in terms of their correctness, accuracy, timeliness, reliability or otherwise.

ERRORS AND OMISSIONS

Although every effort is made to present you with the most accurate and up-to-date information in our Programs, Services or Program Materials, the information may inadvertently contain inaccuracies, typographical errors, or out-of-date information. We make no warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information in our Programs, Services or Program Materials. Because scientific, technology and business practices are constantly evolving, you agree that the Service or anyone acting as our agent, consultant, affiliate, joint venture partner, employee, shareholder, director, staff, team member, or anyone otherwise affiliated with this Service is not responsible for the views, opinions, or accuracy of facts referenced on or through its Programs, Services or Program Materials. We assume no liability for errors or omissions on the Website, its Content, or in other information referenced by or linked to the site. You acknowledge that such information may contain inaccuracies or errors to the fullest extent permitted by law.

INDEMNIFICATION

You hereby fully and completely agree at all times to defend, indemnify, release and hold harmless our Service, as well as any of our affiliates, agents, contractors, officers, directors, shareholders,



employees, joint venture partners, successors, transferees, assignees, and licensees, as applicable, from and against any and all claims, causes of action, damages, liabilities, costs and expenses, including legal fees and expenses, arising out of or related to our Programs, Services or Program Materials, or your breach of any obligation, warranty, representation or covenant set forth in these Terms of Use or in any other agreement with us.

LIMITATION OF LIABILITY

By using our Programs, Services or Program Materials, you agree to absolve the Service of any liability or loss that you or any other person may incur from use of the information, materials or services that you request or receive through or on this Website. In the event that you use our Service or any other information provided by us or affiliated with us, we assume no responsibility.

In no event shall the Service, nor its directors, employees, partners, agents, suppliers or affiliates, due to any act or default of anyone or any business, whether owners, staff, agents, joint venture partners, contractors, vendors, affiliates or otherwise affiliated with us be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, the following:

- Accidents, delays, injuries, harm, loss of profits, data, use, goodwill, damage, death, physical or mental disease or condition or issue, personal or business interruptions, misapplication of information, or other intangible losses, resulting from your access to or use of or inability to access or use the Service.
- Any conduct or content of any third party on the Service, including but not limited to, any owners, staff, agents, joint venture partners, contractors, vendors, affiliates or otherwise who is engaged in rendering our Service, in any way or in any location.
- Any content obtained from the Service.
- Unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed its essential purpose.

RELEASE OF CLAIMS

To the fullest extent permitted by law, we expressly exclude any liability for any direct, indirect, special, incidental, equitable or consequential loss, damage or difficulties incurred by you or others for any use of or reliance on our Programs, Services or Program Materials, or on any of those affiliated with us in any way. You hereby release us from any and all claims, including without limitation, any liability for any accidents; delays; injuries; harm; loss; damage; death; loss of income or revenue; loss of business; loss of profits or contracts; anticipated savings; loss of data; personal or business interruptions; misapplication of information; physical or mental disease, condition or issue; physical, mental, emotional, or spiritual injury or harm; loss of goodwill; wasted time; and for any other loss or damage of any kind, however and whether caused by negligence, breach of contract, or any other loss, even if we are expressly advised of the possibility of such damages or difficulties. You specifically acknowledge and agree that we are not liable for any defamatory, offensive or illegal conduct of any other participant or user, including you, in any of our Programs, Services or Program Materials.



PURCHASES AND ONLINE COMMERCE

If paying by credit or debit card, you give us permission to automatically charge your credit or debit card as payment for your Program or Service without any additional authorization, for which you will receive an electronic receipt. In the event that payment is not received at the time the Program or Service is scheduled, we reserve the right to cease your access immediately and permanently.

If you voluntarily decide to withdraw from our Programs or Services at any time or for any reason whatsoever, you still will remain fully responsible for the full cost of the Programs and Services. In the event that unforeseen circumstances prevent you from attending a Program or Service, you understand that you will not be issued a refund; but may reschedule as long as you do so at least two (2) days prior to the Program or Service. Contact us at scheduling@healingbetrayedhearts.com to reschedule. If less than two (2) days' notice is given but the space is filled with another attendee, you will be permitted to reschedule without having to pay in full again. You will be charged in full for a no-show and rescheduling will be at Healing Betrayed Hearts sole discretion.

You agree to use our Programs, Services and Program Materials for legitimate, non-commercial purposes only and not for speculative, false, fraudulent, or illegal purposes. You agree to only purchase goods or services for yourself or for another person for whom you are legally permitted to do so or for whom you have obtained the express consent to provide their name, address, method of payment, credit card number, and billing information. You agree to be financially responsible for all purchases made by you or someone acting on your behalf. All information obtained during your purchase or transaction for our Programs and Services such as your name, address, method of payment, credit card number, and billing information, may be collected by both us and our payment processing company.

Since we have a clear and explicit Refund Policy in these Terms of Use that you have agreed to prior to completing the purchase of any of our Programs or Services, we do not tolerate or accept any type of chargeback threat or actual chargeback from your credit card company. In the event that a chargeback is placed on a purchase or we receive a chargeback threat during or after your purchase, we reserve the right to report the incident to all three credit reporting agencies or to any other entity for inclusion in any chargeback database or for listing as a delinquent account which could have a negative impact on your credit report score. The information reported will include your name, email address, order date, order amount, and billing address. Chargeback abusers wishing to be removed from the database shall make the payment for the amount of the chargeback. We also reserve the right to seek payment from you for any delinquent payment that is not provided by or upon the due date by enlisting the help of a collections agency, and we may exercise our right to report your delinquent payment to all three credit reporting agencies, either directly or through the help of a collections agency.

If you make a purchase from one of our affiliates, or any other individual or company through a link provided on or through our Programs or Services ("Merchant"), all information obtained during your purchase or transaction and all of the information that you give as part of the transaction, such as your credit card number and contact information, may be collected by the Merchant and their payment processing company as well. Your participation, correspondence or business dealings with any affiliate, individual or company on or through our Programs or Services, and all purchase terms, conditions, representations or warranties associated with payment, refunds, and/or delivery related to your purchase, are solely between you and the Merchant. You agree that we shall not be responsible or



liable for any loss, damage, refunds, or other matters of any sort that incurred as the result of such dealings with a Merchant.

Payment processing companies and Merchants may have privacy and data collection practices that are different from ours. We have no responsibility or liability for these independent policies of the payment processing companies and Merchants. In addition, when you make certain purchases through our Programs or Services, you may be subject to the additional terms and conditions of a payment processing company, Merchant or us that specifically apply to your purchase. For more information regarding a Merchant and its 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, our affiliates, our payment processing company, and Merchants from any damages that you incur, and agree not to assert any claims against us or them, arising from your purchase through or use of our Website or its Content.

TERMINATION

You have the right to terminate your use of or participation in our Programs or Services at any time by sending an email to team@healingbetrayedhearts.com. We reserve the right at our sole discretion to refuse or terminate your access to our Programs, Services or Program Materials, in full or in part, at any time, without notice, by sending you an email to the email address you provided upon purchase of the Program or Service. In the event of cancellation or termination by either of us, you will have 24 hours to pay any and all remaining payments or balances that are owed to us.

Upon termination by either of us, we reserve the right to immediately refuse or terminate your access to any aspect of our Programs, Services and Program Materials, including but not limited to our Website, email communications, Facebook groups, coaching calls, or any other method of communications related to our Programs, Services and Program Materials at any time without notice and in our sole discretion.

All of the terms of this Terms of Use, including but not limited to all copyright, trademark, and intellectual property rights, disclaimers, limitations of liability, release of claims, and our Refund Policy will still apply now and in the future, even after termination by you or us.

DISPUTE RESOLUTION

If an issue or concern arises, you agree to not publicly or privately, including on all social media or internet forums, make any negative or critical comments about Healing Betrayed Hearts or any of its employees. You additionally agree not to engage in any conduct or communications with any company or entity in a way that disparages or harms the reputation of our Company, any of our Programs or Services or any of its employees in any way.

We may choose to waive or not enforce one or more terms of this Terms of Use, but it does not in any way limit the right to later enforce every part of this Terms of Use. If any terms of these Terms of Use are construed to be invalid or unenforceable for any reason, it shall not affect the validity or enforceability of any other term which shall be given full force and effect.



You agree to negotiate in good faith and use reasonable efforts to amicably settle any dispute, controversy or claim arising out of or relating to this Terms of Use, or the breach thereof. It is hoped that should we ever have any differences, we would be able to work them out through email correspondence. However, should we be unable to satisfactorily resolve the matter within a reasonable time, you agree that that the only method of legal dispute resolution that will be used is binding arbitration before a single arbitrator, selected jointly, in accordance with the American Arbitration Association Rules. Prior to seeking arbitration, you must send an email to us at team@healingbetrayedhearts.com and include all of your reasons for dissatisfaction with our Program or Service.

You understand and agree now that the only remedy that can be awarded to you through arbitration is full refund of your payment made to date. No other actions or financial awards of consequential damages, or any other type of damages, may be granted to you. We both agree now that the decision of the arbitrator is final and binding, and may be entered as a judgment into any court having the appropriate jurisdiction.

By purchasing our Programs or Services, you are agreeing to a modification of the statute of limitations such that any arbitration must be begun within one (1) year of the date of your email to me referenced above or you waive the right to seek dispute resolution by arbitration or to take any other legal action. You also agree that should arbitration take place, it will be held in Kenton County in the Commonwealth of Kentucky where my business is located, and the prevailing party shall be entitled to all reasonable attorneys' fees and all costs necessary to enforce the decision of the arbitrator.

CONFIDENTIALITY AND PRIVACY

By using our Programs and Services, you agree to enter true and accurate information as part of the registration, purchase process and otherwise. If you enter a false email address, we have the right to immediately inactivate your account.

We may collect both "Personal Information" and "Non-Personal Information" about you. Personal Information includes information that can be used to personally identify you, such as your name, email address, credit card number, phone number, street address, billing information, birthday, preferences, interests, assignments, or other personally-identifying information. Please note that Personal Information that you are giving to us is voluntarily, and by you providing this information to us you are giving consent for us to use, collect and process this Personal Information. You can opt-out or request for us to delete your Personal Information at any point by contacting us at team@healingbetrayedhearts.com. If you choose not to provide us with certain Personal Information, you may not be able to participate in certain aspects of our Programs, Services or Program Materials.

Non-Personal Information includes information that cannot be used to personally identify you, such as anonymous usage data, general demographic information we may collect, referring/exit pages and URLs, platform types, comments, photos, images, videos, preferences you submit and preferences that are generated based on the data you submit and number of clicks or any other submission to us when using or participating in our Programs, Services or Program Materials. Anonymous traffic data may also be shared with business partners and advertisers on an aggregate basis.



We will use our best efforts to keep your Personal Information safe, secure and confidential in accordance with these Terms of Use and our full Privacy Policy which can be accessed via our Website at <https://www.healingbetrayedhearts.com> or through our mobile application. If you believe that any of your Personal Information is incorrect or incomplete, please contact us as soon as possible at team@healingbetrayedhearts.com and we will promptly apply necessary corrections.

We request and require Personal Information to understand your needs and provide you with better services. In addition, we may use such data and Personal Information for the following reasons:

- For internal record keeping
- To improve our Programs, Services or Program Materials
- To periodically send promotions about new Programs, Products or Services or other special offers from which you may unsubscribe at any time
- For aggregate, non-identifiable data for research purposes
- To customize the respective Programs or Services you purchase or use according to your interests
- For support or communication related to your Program, Service or Program Materials

All data and Personal Information is stored through a data management system. This data and Personal Information can only be accessed by those who help manage that information in order to deliver email or otherwise contact those who would like to receive our correspondence. You agree and acknowledge that we, including but not limited to our team, staff and affiliates, and those who manage the data management system may have access to your Personal Information.

In general, we do not trade, sell, rent or otherwise share your Personal Information with third parties without your consent. We may share your Personal Information with vendors and other third-party providers who are performing services for the Company. In general, the vendors and third-party providers used by us will only collect, use and disclose your information to the extent necessary to allow them to perform the services they provide for the Company. For example, when you provide us with personal information to complete a transaction, verify your credit card, and place an order, you consent to our collecting and using such personal information for that specific purpose, including by transmitting such information to our vendors (and their service providers) performing these services for the Company.

In addition, we may disclose your Personal Information if required to do so by law or if you violate our Terms of Use. We retain your Personal Information for the minimum amount of time necessary to provide you with the information and/or services that you requested from us. We may include certain Personal Information for longer periods of time if necessary for legal, contractual and accounting obligations.

It is important to note that whenever you make your Personal Information or Non-Personal Information available for viewing by others such as through our Programs, Services, Program Materials, Website or social media, the Personal Information or Non-Personal Information that you share can be seen, collected and used others, and therefore, we cannot be responsible for any unauthorized use by others of such Personal Information or Non-Personal Information that you voluntarily share online or in any other manner.



We track Non-Personal Information using cookies, or small text files which include an anonymous unique identifier. Cookies are sent to a user's browser from our servers and are stored on the user's computer hard drive. Sending a cookie to a user's browser enables us to collect Non-Personal Information about that user and keep a record of the user's preferences when utilizing our services, both on an individual and aggregate basis. The Company may use both persistent and session cookies; persistent cookies remain on your computer after you close your session and until you delete them, while session cookies expire when you close your browser. Persistent cookies can be removed by following your Internet browser help file directions. If you choose to disable cookies, some areas of the Service may not work properly. We have no access to or control over any information collected by other individuals, companies or entities whose website or materials may be linked to our Programs, Services or Program Materials.

CONTACT US & WITHDRAWING CONSENT

By using our Service, Website or its Contents, you accept all parts of the above Terms of Use (whether or not you have read it), and you fully consent to it in its entirety. If you have any questions regarding these Terms of Use, or wish to withdraw your consent, please contact us at: team@healingbetrayedhearts.com.

