

## **Program Terms & Conditions ("Terms of Purchase")**

This Agreement sets forth the terms of purchase for any purchase from Balanced You™.

By placing your Order with Balanced You™ by clicking "accept," or by using the Services, you agree to be bound by this Agreement. If you do not agree with these terms, you should leave the Company website or the applicable purchase page and discontinue use of the Services immediately.

In these terms and conditions, "We/us/our/[d/b/a]" means Balanced You™. "You/your" means you as a user of the Website and/or Customer of the Program/Services.

### **The Services.**

This is a live 3-day workshop where participants will learn the Summit Transformation Level 1 process and be certified in it after attending the full 3-day workshop.

Certification means the attendee can use the process with themselves or others for pay or otherwise. They are NOT permitted to teach this process or share the materials.

This is what is included in the level 1 certification class:

#### IN THIS 3-DAY LIVE TRAINING, YOU WILL LEARN:

- How the conscious and subconscious mind works
- Why you are the way you are
- How to get your subconscious in line with your conscious goals
- How to muscle test to get answers from your system
- How to create goal statements
- How to synchronize the brain
- How to transform subconscious beliefs
- How to do the Balanced You™ Balance, Color Balance, and Cross-Over Balance
- How to confirm it worked
- How to set action plans
- How to use this process to help yourself and others
- How to track results
- How to make money using this process

#### YOU WILL GET TO:

- Practice with each other
- Reprogram Your Mind for Success
- Become confident in the process so you can help yourself and other succeed

## YOU WILL RECEIVE:

- A certificate to show that you are certified in Summit transformation™ Level 1
- A certification mark for your web site/marketing to show others that you have this certification
- A new perspective after days of programming your mind for success
- Positive benefits from the process that you were not expecting
- New friends with a similar passion to help themselves and others live their best lives
- Gain muscle testing experience
- Have a tool you can use for the rest of your life to help yourself and others

Level 2 and Level 3 are separate courses and can be taken to expand your Summit Transformation™ tools.

**Requirements.** I agree to sign via Docusign before the class, the COVID-19 Waiver and the Summit Transformation™ Certification Agreement.

**Payment.** Payment is required before beginning the program, as indicated on your Order form, and may be a one-time fee, or a monthly or other recurring fee, as applicable. Please check the details of your Order form or Order page for the information specific to your program. You agree to pay the amount agreed and not to cancel this transaction with your bank or credit card company. The Company is not responsible for any overdraft charges, over limit charges, or NSF fees charged by your bank or credit card company. Fees for Services may be pre-paid or by installment, as indicated on your Order form. Failure to make an installment payment will result in suspension or termination of the Services. The Company does not guarantee any specific results from use of the Services. The Company does not make any representations or warranties as to specific outcomes or results.

### **Refund Policy.**

All purchases are non-refundable with 3-day write of rescission whether you complete the program or not. Programs and purchases are non-transferable except with express written consent. If you for any reason are unsatisfied with your purchase, please call Jenny at one eight hundred, 807-5772 extension one so we can make it right.

If you are sick and cannot attend the class, you can attend at a future date.

**Confidentiality & Non-Disclosure Agreement.** You are free to speak, write and share about your own experiences from the Program, but you agree to keep all information shared by others confidential, including all information shared by others inside of the on-line community associated with the Program. This provision specifically applies to and includes content shared within the membership course, where applicable, *and* any private Facebook group, or similar forum if used. If you have *any* questions about the applicability of this provision, please contact us via email at [jenny \[at\] balancedyou \[dot\] org](mailto:jenny[at]balancedyou[dot]org).

**Communications.** The online community associated with the Program is intended to be a supportive, respectful and positive community for all involved. Communicating disrespectfully to any other members of the group constitutes grounds for removal from the Program and any associated online forum, which decision shall be in the sole discretion of the Company.

**Term.** This Agreement will be effective consistent with the term indicated on your Order form or Order page. Failure to pay for the Program or Services consistent with the program requirements will result in termination of the Program prior to the end of the applicable term, and your access to Program materials or ongoing Services will be discontinued. Additional fees may be accrued in the event you continue to access the Program website or continue to use the Services after any failure to pay for said services.

**Reservation of Rights.** Company reserves the rights to remove you from the Program or Services for cause, whether a breach of this contract, an act of misfeasance against the Company, a representative of the company or a participant of a group program, or other inappropriate action, which may include any action which causes a disturbance amongst the group, or otherwise negatively impacts the experience of others participating in any program offered by the Company. Such a determination shall be made solely by Company. You agree that your exclusive remedy in such a scenario, if any, will be limited to the refund of any amount paid to participate in the services or program.

**Data Scraping Prohibited.** Data scraping or data mining of any kind from this website, or from any platforms, groups, or online forums operated by the Company is strictly prohibited. Copying, removing, or otherwise scraping data, information or content, regardless of the reason, from the website, or from any platform, group, or online forum operated by the Company is a violation of these Terms and will result in your immediate removal from any program services offered by the Company, including from within any platforms, groups, or online forums associated with those services, without refund or recourse, which decision shall be in the sole discretion of the Company.

**Disclaimer.** USE OF THE PROGRAM OR SERVICES COVERED BY THIS AGREEMENT AND ANY CONTENT PROVIDED THEREIN IS AT YOUR OWN RISK. The Company and its employees, representatives and agents are not responsible for any physical or non-physical damages imagined, perceived, or otherwise sustained as a result of the use of the Program or Services or any content provided as part of the Program or Services. The Services provided through the Program are advisory and supportive only, and you bear sole responsibility for the use and implementation of these services in your personal or professional life. You are free to reject any advice, suggestions or requests made during the Program at any time. There are no guarantees as to the progress or outcomes that may result from the Services and you are responsible for the results you achieve. THE PRODUCTS AND SERVICES OFFERED BY THE COMPANY ARE NOT SUITED FOR EVERYONE. THE CREATORS OF ANY PRODUCTS, SERVICES OR PROGRAMS OFFERED HEREIN OR IN CONNECTION HERewith DO NOT ASSUME, AND SHALL NOT HAVE, ANY LIABILITY TO USERS FOR INJURY OR LOSS IN CONNECTION THEREWITH. WE MAKE NO REPRESENTATIONS OR WARRANTIES AND EXPRESSLY DISCLAIM ANY AND ALL

LIABILITY CONCERNING ANY DECISION, ACTION OR OUTCOME FOLLOWING THE PRESENTATION OF INFORMATION OFFERED OR PROVIDED WITHIN OR THROUGH THE PROGRAM, SERVICES OR WEBSITE.

**Medical Disclaimer.** THE INFORMATION, PROGRAMS, OR SERVICES CONTAINED HEREIN ARE NOT SUBSTITUTES FOR ANY PROFESSIONAL ADVICE OR TREATMENT, INCLUDING THE ADVICE AND TREATMENT OF A LICENSED HEALTH CARE PROFESSIONAL. You should consult your physician or other health care professional before starting this or any other fitness, nutrition, or health related program to determine if it is right for your needs. The information offered through this site is educational only and does not replace professional medical advice, diagnosis or treatment. If you have questions or situations requiring professional or medical advice, you should consult with an appropriately trained and qualified specialist, such as a licensed physician, psychologist, or other health professional. Never disregard the medical advice of a psychologist or other health professional, or delay in seeking such advice because of the information offered or provided within or through the program, services or website.

**Earnings Disclaimer.** RESULTS ARE NOT GUARANTEED. Any statement made on the website or in the program regarding income or earnings are provided as examples only, and do not guarantee you future earnings or income. Please note that the stated results are not typical and there is no guarantee that you will achieve the same or similar results. As with any endeavor, results may vary, and depend on a wide variety of factors including, but not limited to, your skill, knowledge, ability, dedication, business savvy, network, and financial situation. The use of any products or services offered through the Company should be based on your own due diligence. You agree that the Company (including its agents, representatives, sponsors, promoters, advertisers or affiliates), are not responsible for the success or failures you experience in your personal or business life.

**Relationship.** Nothing contained in this Agreement shall be interpreted or construed to create a joint venture, partnership, employment or agency relationship of any kind.

**Modification.** The Company may modify this Agreement from time to time and without notice. You agree to be bound by the terms of this Agreement and any future modifications when such modifications are posted to the Company's website. You should review this Agreement regularly during the use of the Program or Services to keep apprised of any changes.

**Assignment.** No assignment of this Agreement is permitted, without prior written permission from the Company. Any attempt to do so shall constitute a default or violation of this Agreement which shall be immediately void. The Company's rights and obligations, in whole or in part, under this Agreement may be assigned or transferred by the Company.

**Third Party Beneficiaries.** This Agreement is solely for the benefit of the parties and their successors and permitted assigns and does not confer any rights or remedies on any other person or entity.

**Governing Law.** This Agreement and any action related thereto shall be governed by the laws of the State of California without regard to its choice of law principles. The parties consent to exclusive jurisdiction and venue in federal and state courts sitting in Escondido, San Diego, California.

**Dispute Resolution & Binding Arbitration.** In the event of a dispute arising under or relating to this Agreement, the Content, or the Website (each, a “Dispute”), either party may elect to finally and exclusively resolve the dispute: first, by confidential mediation, to be conducted by a mutually selected, qualified neutral, third-party attorney/mediator located in San Diego, CA which mediation may occur in-person, online (via web cams), or telephonically, and shall be scheduled within 30 days of either party providing the other with a request to mediate; second, by confidential, binding arbitration governed by the Federal Arbitration Act (“FAA”). Any election to arbitrate, at any time, shall be final and binding on the other party. IF EITHER PARTY CHOOSES ARBITRATION, NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL. DISCOVERY AND APPEAL RIGHTS MAY ALSO BE LIMITED IN ARBITRATION. All disputes will be resolved before a neutral arbitrator whose decision shall be final except for a limited right of appeal under the FAA. Any court in San Diego, CA may enforce the arbitrator’s award. The arbitration may be conducted in person, through the submission of documents, by phone, or online and shall be conducted by a qualified JAMS or similarly experienced arbitrator. If conducted in person, the arbitration shall take place in San Diego. The parties may litigate in court to compel arbitration, to stay proceeding pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. In addition, we may litigate in court to seek injunctive relief.

**Force Majeure.** If a party is prevented from fulfilling its obligations under this Agreement for one of the following reasons beyond the party’s reasonable control, including due to a national environmental or military emergency, such as fire, flood, explosion, war, strike, embargo, government regulation, or civil or military authority, or acts or omissions of carriers, transmitters, providers, vandals, or hackers (a “force majeure event”), the time for that party’s performance will be extended for the period of the delay or inability to perform due to such occurrence; provided, however, that You will not be excused from payment of any sums of money owed by you to the Company; and provided further, however, that if a party suffering a force majeure event is unable to cure that event within thirty (30) days, the other party may terminate this Agreement.

**Construction.** This Agreement shall be construed fairly and not interpreted for or against either party. Any remedies available to the Company, including any set forth in this Agreement, are not exclusive and are in addition to any other rights or remedies available to it at law or in equity.

**Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of the respective parties hereto, their successors, heirs, representatives, and permitted assigns.

**Damage Waiver.** Under no circumstances whatsoever shall we be liable to you or anyone else for any direct, indirect, incidental, consequential, special, exemplary, punitive or other

damages under this Agreement, arising out of your participation in the Program including due to the actions, statements or behavior of any third parties or participants of the Program. This provision applies even if we have been advised of the possibility of such damages. Notwithstanding anything to the contrary contained in this Agreement, the Company's liability to you for any cause whatsoever and regardless of the form of action, will at all times be limited to the amount paid, if any, by you to the Company for the services during the term of the Program or membership.

**Intellectual Property.** All materials provided to you as part of your Program or Services which are the subject of this Agreement are proprietary and may not be duplicated, copied, reproduced, published or displayed in any form without the prior express written permission of the Company. You may not re-use, perform, modify, transmit, re-post or use in any way the content or any derivative works thereof, without the prior express written permission of the Company. All trademarks, logos, and service marks displayed on any materials provided as part of your Program or Services under this Agreement are protected by US and International copyright and Intellectual Property laws. Access to any materials or content online or otherwise as part of the Program or Services subject to this Agreement should not be construed as granting any license or right to duplicate said content, including trademarks, logos and service marks of the Company or any third-party.

**Terms of Use Agreement.** You agree to the terms and conditions of the Terms of Use Agreement found at [www.BalancedYou.org](http://www.BalancedYou.org).

**Privacy.** You agree to the terms and conditions of the Privacy Policy found at [www.BalancedYou.org](http://www.BalancedYou.org). If you attend any Company live event, you agree that any third-party vendor involved in the event ticket sales, event facility registration, etc may share your personal identifying information with the Company to allow us to serve you and other event attendees with the proper products and services, in accordance with our posted Privacy Policy.

**Waiver.** The waiver by either party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of any party to enforce any of the provisions herein shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions.

**Severability.** If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect, and the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision.

**Indemnity.** You agree to indemnify, defend and hold harmless the Company, its subsidiaries, affiliates, and their officers, managers, employees, agents, attorneys, representatives or assigns from any claims, liability, damages, losses, harm, costs and expenses, including legal fees and expenses or any other detriment incurred by You in any claims arising out of this Agreement, your use of the Services, any breach of this

Agreement, including breach of your representations and warranties set forth above, or if any content that you post or publish while using the Services causes the Company to be liable to a third party.

**Voidability.** This Agreement cannot be voided by *not* logging in to the Member or Program website, where applicable, by not accessing or using the Services as delivered, by not attending the Program, or in any other way attempting to avoid viewing or taking delivery of the Program or Services as outlined. These actions will not void your Agreement or permit you the right to a refund.

**Entire Agreement.** This Agreement represents the entire understanding and agreement of the parties relating to the Program or Services purchased, and any and all prior agreements, understandings, and representations, whether express or implied, written or oral, regarding the Program or Services, are of no further force and effect. In order to participate in certain portions of the Program or Services, you may be notified that you may be required to agree to additional terms and conditions as the program is revised over time. You may receive a copy of this Agreement at any time by emailing the Company at [jenny \[at\] balancedyou \[dot\] org](mailto:jenny@balancedyou.org) and requesting a copy of your “Program Terms of Purchase.”

**Contact.** If you have any questions regarding this Agreement or any aspect of our services, please contact the Company at 800-809-5772.

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