

## **Welcome to Upstream Wellness Coaching LLC**

The following **Terms and Conditions** outline the rules and regulations for the use of Upstream Wellness Coaching LLC's Website.

By accessing this Website, you imply that you accept these Terms and Conditions in full. You represent and warrant that **you are at least 18 years of age**. Any use of or access to coaching services provided by Upstream Wellness Coaching LLC by anyone under the age of 18 is prohibited by these Terms and Conditions. **Do not continue to use Upstream Wellness Coaching LLC's Website if you do not accept all the Terms and Conditions stated on this page.**

### **Terminology**

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements: "Client", "You" and "Your" refers to you, the person accessing upstreamwellnesscoaching.com and accepting the Company's Terms and Conditions. "The Company", "Ourselves", "We", "Our", "Us", and "Website" refers to our Company. "Party", "Parties", or "Us", refers to both the Client and ourselves, or either the Client or ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services/products, in accordance with and subject to, prevailing law of United States. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to same.

### **Cookies**

Cookies are used by online sites to retrieve user details for each visit. Cookies are used in some areas of our Website to enable the functionality of the site. By using Upstream Wellness Coaching LLC's website, you consent to the use of cookies in accordance with Upstream Wellness Coaching LLC's Privacy Policy.

### **Security**

Due to the nature of the Internet, submitting information on this Website or affiliate links is done at your own risk. While security measures are in place to prevent the loss, misuse, and alteration of the information that is obtained from you, 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. Submitting information is done at your own risk.

### **Intellectual Property Rights**

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#### **You must not:**

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- Redistribute content from Upstream Wellness Coaching LLC unless content is specifically made for redistribution.

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Questions about the use of our intellectual property should be directed to us via the “Contact Us” form on this Website or by sending an email to [upstreamwc@gmail.com](mailto:upstreamwc@gmail.com).

### **User Comments**

Certain parts of this Website offer the opportunity for users to post and exchange opinions, information, material and data ('Comments') in areas of the Website. Upstream Wellness Coaching LLC does not screen, edit, publish or review Comments prior to their appearance on the Website and Comments do not reflect the views or opinions of Upstream Wellness Coaching LLC, its agents or affiliates. Comments reflect the view and opinion of the person who posts such view or opinion. To the extent permitted by applicable laws Upstream Wellness Coaching LLC shall not be responsible or liable for the Comments or for any loss, damages or expenses caused and or suffered as a result of any use of and/or posting of and/or appearance of the Comments on this Website.

Upstream Wellness Coaching LLC reserves the right to monitor all Comments and to remove any Comments which it considers in its absolute discretion to be inappropriate, offensive or otherwise in breach of these Terms and Conditions.

**You warrant and represent that:**

- You are entitled to post the Comments on our Website and have all necessary licenses and consents to do so;
- The Comments do not infringe any intellectual property right, including without limitation copyright, patent or trademark, or other proprietary right of any third party;
- The Comments do not contain any defamatory, libelous, offensive, indecent or otherwise unlawful material or material which invades privacy.
- The Comments will not be used to solicit or promote business or custom or present commercial activities or unlawful activity.

You hereby grant to Upstream Wellness Coaching LLC a non-exclusive royalty-free license to use, reproduce, edit and authorize others to use, reproduce and edit any of your Comments in any and all forms, formats or media. Also, in connection with the exercise of such rights, you grant us, and anyone authorized by us, the right to identify you as the author of any of your postings or submissions by name or screen name, as we deem appropriate. You acknowledge that we have the right but not the obligation to use and display any postings or contributions of any kind and that we may elect to cease the use and display of any such materials (or any portion thereof), at any time for any reason whatsoever.

Any request for permission to use any of our content or images, or other use of information obtained from or through our Programs, Products, Services, or Website, or any other intellectual property not specifically authorized, should be made using the “Contact Us” form on this Website, or by sending an email to [upstreamwc@gmail.com](mailto:upstreamwc@gmail.com).

**Hyperlinking to our Content**

You may establish a hypertext link to the Website so long as the link does not state or imply any sponsorship of your site by us or by the website. However, you may not, without our prior written permission, frame or inline link any of the content of the Website or incorporate into another website or other service any of our material, content or intellectual property.

Questions about hyperlinking to our Website and/or content should be directed to us via the “Contact Us” form on this Website or by sending an email to [upstreamwc@gmail.com](mailto:upstreamwc@gmail.com).

**Third Party Links and Online Commerce**

Throughout this Website, we may provide third party links which may take you outside of our owned or controlled Website. Links are provided for your convenience, and inclusion of any link does not imply endorsement, sponsorship, or approval by us of the linked website, its operator or content.

Also, neither we nor any affiliates operate or control in any respect any information, programs, products or services that third parties may provide on or through their websites or on websites linked to our Website. We have no control over the contents or functionality of those websites and accept no responsibility for any loss or damages that may arise from your use of them. We are not responsible for any website outside this Website, and such other website use will be subject to those linked websites’ relevant terms and conditions and privacy policies. It is your responsibility to review those terms and conditions and privacy policies of other websites to confirm that you understand and agree with those policies.

You release us and our affiliates from any damages that you incur and agree not to assert any claims against them or us, arising from your purchase or use of any programs, products or services made available by third parties through our Website.

Your participation, correspondence or business dealings with any third party found on or through our Website, regarding payment and delivery of specific goods and services, and any other terms, conditions, representations or warranties associated with such dealings, are solely between you and such third party. You agree that we shall not be responsible or liable for any loss, damage, or other matters of any sort incurred as the result of such dealings.

You agree to only purchase goods or services for yourself or for another person for whom you are legally permitted to do so. When purchasing for a third party that requires you to submit the third party's personal information to us or a merchant, you represent that you have obtained the express consent of such third party to provide such third party's personal information.

For more information regarding a merchant, its online store, its privacy policies, and/or any additional terms and conditions that may apply, visit that merchant's website and click on its information links or contact the merchant directly.

### **Accuracy of Information**

While every attempt is made to ensure that the information on this Website is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the Website remains available or that the material on the Website is kept up to date at any given moment. If inaccuracies are discovered while using this Website, please report them to Upstream Wellness Coaching LLC. The report will be seriously considered, but no guarantee of editing information is implied by this disclaimer. Questions or comments about the accuracy of the contents this Website should be directed to us via the "Contact Us" form or by sending an email to [upstreamwc@gmail.com](mailto:upstreamwc@gmail.com).

### **Disclaimer**

Information from the Website or received from coaching services at Upstream Wellness Coaching LLC is not offered as a substitute for professional mental health care or medical care and are not intended to diagnose, treat or cure any mental health or medical conditions. Your use of this site implies that you understand and agree that you are fully responsible for your wellbeing as a result of the use of the Website and any coaching services provided by Upstream Wellness Coaching LLC.

Upstream Wellness Coaching LLC in no way acts in the capacity of any licensed medical professional including, but not limited to; Registered Nurse, Registered Dietitian, Clinical Nutritionist, Naturopathic Doctor, Medical Physician or Mental Health Practitioner. Rachel Jones, owner of Upstream Wellness Coaching LLC, is a Functional Medicine Certified Health Coach and as such does not diagnose or treat diseases or conditions. All guests of Upstream Wellness Coaching LLC are directed to promptly consult a licensed medical professional about any suspected health issues that may be revealed during the use of this Website or in the course of coaching sessions. Upstream Wellness Coaching LLC reserves the right to determine which cases fall outside of the health coaching scope of practice, in which event an appropriate referral will be recommended. **All coaching clients are expected to have a current licensed health care provider on their health care team.**

## **Termination**

We reserve the right in our sole discretion to refuse or terminate your access to the Website or any part of the Website at any time without notice. In the event of cancellation or termination, you are no longer authorized to access the part of the Website affected by such cancellation or termination. The restrictions imposed on you concerning material downloaded from the Website, and the disclaimers and limitations of liabilities outlined in these Terms and Conditions, shall survive.

If you have any questions about these Terms and Conditions, please contact Upstream Wellness Coaching LLC via the “Contact Us” page or email [upstreamwc@gmail.com](mailto:upstreamwc@gmail.com).

May 7, 2019