

The Bloated Belly Solution

All Program Policies

PRIVACY POLICY

Last updated December 2022.

Kelly Hiser Inc. values its users' privacy and protecting your privacy is an important priority of Kelly Hiser Inc. This Privacy Policy ("Policy") will help you understand how we collect and use personal information from those who visit our website (the "Site") and affiliated social media accounts, pages, and other applications (the "Social Media Accounts") or make use of our online facilities and services, and what we will and will not do with the information we collect. Our Policy has been designed and created to ensure those affiliated with Kelly Hiser Inc. of our commitment and realization of our obligation not only to meet, but to exceed, compliance with applicable privacy laws and regulations.

We reserve the right to make changes to this Policy at any given time. If you want to make sure that you are up to date with the latest changes, we advise you to frequently visit this page. If at any point in time Kelly Hiser Inc. decides to make use of any personally identifiable information on file, in a manner vastly different from that which was stated when this information was initially collected, the user or users shall be promptly notified by email. Users at that time shall have the option as to whether to permit the use of their information in this separate manner.

This Policy applies to visitors of the Site and Social Media Accounts, any subscribers of Kelly Hiser Inc.'s programs, publications, newsletters, or notifications, any contributors of content to the Site and Social Media Accounts, any users, viewers, subscribers, or purchasers of Kelly Hiser Inc. products or services (collectively, "Products and Services" and separately "Products" and "Services"), and any of Kelly Hiser Inc.'s other customers, clients, members, and partners (all of whom may be referred to as "you" in this Policy). This Policy governs any and all data collection and usage by us. Through the use of the Site, you are therefore consenting to the data collection procedures expressed in this Policy.

If you are a European Union ("EU") resident, please note that there are a number of provisions in this Policy that apply uniquely to you (which have been italicized for your convenience).

Please note that this Policy does not govern the collection and use of information by companies that Kelly Hiser Inc. does not control, nor by individuals not employed or managed by us. If you visit a website that we mention or link to, be sure to review its privacy policy before providing the site with information. It is highly recommended and suggested that you review the privacy policies and statements of any website you choose to use or frequent to better understand the way in which websites garner, make use of, and share the information collected.

Specifically, this Policy will inform you of the following:

1. What personally identifiable information is collected from you through the Site;
2. Why we collect personally identifiable information and the legal basis for such collection;
3. How we use the collected information and with whom it may be shared;
4. What choices are available to you regarding the use of your data; and
5. The security procedures in place to protect the misuse of your information.

Information We Collect

It is always up to you whether to disclose personally identifiable information to us, although if you elect not to do so, we reserve the right not to allow you to use the Site, Social Media Accounts, or provide you with any Products or Services. We collect information about you when you communicate with us and/or when you visit, use, or download content from the Site or Social Media Accounts, including, without limitation, when you purchase Products and Services, sign up for or request our publications, newsletters, or notifications, or post, publish, or otherwise take action on or through the Site or Social Media Accounts. We also collect information automatically when you visit our Site, which may include cookies, third party tracking technologies and server logs.

The personal information we collect includes information you provide us, which may consist of your name, postal address, telephone number, email address, date of birth, demographics, activities, location information and payment information and other reasonably identifying information relevant to the Site, Social Media Accounts, or our Products and Services. Personal information does not include “de-identified,” “anonymous” or “aggregate information,” which are not associated with a specific person or entity.

You may give us personal information in a variety of ways, including, without limitation, when you: (A) use the Site or Social Media Accounts, (B) purchase or use any of our Product and Services, (C) subscribe or sign up to receive our publications, email communications, and feeds from blogs and social media, (D) provide, post, or upload personal information to or through the Site or Social Media Accounts, (E) communicate with us (e.g., name, address, email address) through our “Contact Us” page at Kelly@kellyhiserinc.com (please note, you should not send confidential or proprietary information to us via email, other electronic communication, or via a post to a public platform), (F) download content from the Site or Social Media Accounts and (G) when you otherwise knowingly provide personal information to us. In addition, Kelly Hiser Inc. may automatically collect information about you and the device used to access to Site or Social Media Accounts or to transmit information (such as hardware model, operating system version, unique device identifiers, and mobile network information, including phone number), log information (Internet Protocol address, browser type, system activity, hardware settings, browser settings and language, date and time of access, last URL visited, cookies, how you used the Site or Social Media Accounts), and cookies that may uniquely identify your browser, which

will assist us in providing and maintaining superior quality service. This Policy covers the use of cookies on or through the Site or Social Media Accounts and does not cover the use of cookies by any advertisers or vendors.

We may link information we automatically collect with personal information for any lawful purpose, such as to improve and analyze the use of the Site or Social Media Accounts, to improve user experience, to deliver Products and Services, to communicate with you, to monitor the security and integrity of the Site or Social Media Accounts, and to analyze our operations.

Kelly Hiser Inc. may also deem it necessary, from time to time, to follow websites that our users may frequent to glean what types of services and products may be the most popular to customers or the general public. With this, we may also collect information about you when you visit or otherwise use the Site or Social Media Accounts, such as when you view or click on content or ads, perform a search, or share Kelly Hiser Inc. articles. This could include sending a “cookie,” “pixel tag,” clear gif or web beacons to your device that contains identification unique to the device you are using. The information we receive through cookies, web beacons, and similar technologies may enable us to recognize users across devices, such as smartphones, computers, tablets, or related browsers. Depending upon your device or computer, you may be able to set your browser(s) to reject cookies or delete cookies, but that may result in the loss of some functionality of the Site or Social Media Accounts and/or certain Products and Services.

Please rest assured that the Site will only collect personal information that you knowingly and willingly provide to us by way of surveys, completed membership forms, and emails. It is the intent of the Site to use personal information only for the purpose for which it was requested, and any additional uses specifically provided for on this Policy.

Please note that if you are an EU resident, to the extent that any cookie can uniquely identify a computer, mobile device, tablet, or the person using such device, under the General Data Protection Regulation (“GDPR”), this is considered personal data to which, if collected by us, this Policy applies.

Why We Collect Information and For How Long

We are collecting your data for several reasons, including, without limitation, to:

- better understand your needs and provide you with the Products and Services you have requested;
- fulfill our legitimate interest in improving our services and products; or
- send you promotional emails containing information we think you may like;
- contact you to fill out surveys or participate in other types of market research;
- customize the Site according to your online behavior and personal preferences; and

- protect our rights, interests, safety, and property and that of our customers, service providers and other third parties

The data we collect from you will be stored for no longer than necessary. The length of time we retain such information will be determined based upon the following criteria: (A) the length of time your personal information remains relevant, (B) the length of time it is reasonable to keep records to demonstrate that we have fulfilled our duties and obligations, (C) any limitation periods which claims might be made, (D) any retention periods prescribed by law or recommended by regulators, professional bodies or associations, (E) the type of contract we have with you, (F) the existence of your consent, and (G) our legitimate interest in keeping such information as stated in this Policy.

Use of Information Collected

Kelly Hiser Inc. does not now, nor will it in the future without your consent, sell, rent, or lease any of its customer lists and/or names to any third parties.

Kelly Hiser Inc. may collect and may make use of personal information to assist in the operation of our Site and to ensure delivery of the services you need and request. We may also use personal information to promote security, investigate violations of our agreements (including this Policy) and/or attempts to harm our users and visitors, and verify proper conduct using the Site or Social Media Accounts and/or our Products and Services. Additionally, we use personal information for investigations or prevention of fraud or network abuse. At times, we may find it necessary to use personally identifiable information as a means to keep you informed of other possible products and/or services that may be available to you from our websites.

Kelly Hiser Inc. may also be in contact with you with regards to completing surveys and/or research questionnaires related to your opinion of current or potential future services that may be offered.

Kelly Hiser Inc. uses various third-party social media features including but not limited to Facebook, Instagram, Twitter, Pinterest, and other interactive programs. These may collect your IP address and require cookies to work properly. These services are governed by the privacy policies of the providers and are not within Kelly Hiser Inc.'s control.

We may anonymize and/or de-identify information collected by Kelly Hiser Inc. via the Site or Social Media Accounts or other means so that the information does not identify you. Notwithstanding any other provision in this Policy, Kelly Hiser Inc.'s use and disclosure of aggregated and/or de-identified information is not subject to any restrictions under this Policy, and we may disclose it to others without limitation for any purpose.

The GDPR requires data collectors, such as Kelly Hiser Inc., to have a legal basis to use the personal data of EU residents. Therefore, this section shall apply to any such personal data collected by Kelly Hiser Inc. Kelly Hiser Inc. uses the personal data that you provide to supply you with high-quality products, content, and services as you request, to send important notices, and for internal purposes such as auditing, data analysis, and research to provide you with the information you need to make the most informed decisions. We may also use your personal data to offer you products, content or services that may be of interest to you, based upon your interests or the preferences you shared with us, and may share your personal data with third party sponsors of content, events, and other services or offers. The legal basis for processing your personal data is your consent. In certain circumstances we may otherwise process your personal data if Kelly Hiser Inc. has a legitimate interest in doing so and Kelly Hiser Inc. is not infringing any of your rights and freedoms. When Kelly Hiser Inc. processes your personal data for Kelly Hiser Inc. legitimate interests, Kelly Hiser Inc. will consider and balance any potential impact on you and your rights under data protection and any other relevant law. Our legitimate business interests do not override your interests. Kelly Hiser Inc. will not use your personal data in circumstances where your rights and freedoms override our legitimate interests unless we have your consent or are otherwise required or permitted to by law.

Disclosure of Information

Kelly Hiser Inc. will not sell, license, rent, use, or otherwise disclose your personal information to unaffiliated third parties, except under the following circumstances:

- as necessary to provide services or products you have ordered.
- in other ways described in this Policy or to which you have otherwise consented;
- to our third-party vendors and partners who complete transactions or perform services on our behalf (for example, credit/debit card processing, development, fraud protection, billing, shipping, customer service, auditing, and marketing);
- in the aggregate with other information in such a way so that your identity cannot reasonably be determined;
- as required by law, or in response to a subpoena or search warrant;
- to outside auditors who have agreed to keep the information confidential;
- as necessary to enforce the Terms of Service;
- pursuant to a change in your business structure, such as a merger, acquisition, joint venture, corporate reorganization, financing, or sale of company assets, or in the unlikely event of insolvency, bankruptcy or receivership;
- as required by law or other legal process, such as a court order, summons, subpoena, and the like;
- to investigate, prevent, or take action regarding suspected or actual illegal activities or to assist government enforcement agencies, enforce our rights in connection with our agreements with you, or investigate and defend ourselves against any third-party claims or allegations; or

- as necessary to maintain, safeguard and preserve all the rights and property of Kelly Hiser Inc.

Third parties may collect information about your online activities over time and across different websites when you use the Site or Social Media Accounts. For example, we may enable social network plug-ins, whereby those social media providers embed content and tools on the Site (i.e., plug-ins), which may collect personal information directly from you in connection with your interaction with such content and tools. Such providers' use of the information is subject to their own privacy policies, which we recommend you review. We are not responsible for such providers' privacy practices, which are not covered by this Policy.

We may share any of the information we collect with affiliated companies under common ownership or control, such as companies that are part of the Kelly Hiser Inc. family of companies, and any successors and assignees of Kelly Hiser Inc. We share information with our affiliates so that they may provide you with information regarding products and services that may be of use to you, and for any other use set forth in this Policy. If we choose to share information we collect in this fashion, we will require our affiliates to honor this Policy.

If you are an EU resident, Kelly Hiser Inc. will only share your personal data with unaffiliated third parties, with your consent. If Kelly Hiser Inc. shares your personal data to Kelly Hiser Inc. affiliates or with any other third party as described in this Policy and your personal data will be transferred to a state which is not a member state of either the EU or the EEA, or deemed adequate by the European Commission, Kelly Hiser Inc. (as a data controller/data exporter) will only conduct such transfer (to a data processor/data importer) if there are suitable safeguards in place, such as binding corporate rules, standard contractual clauses, approved Codes of Conduct, or approved certification mechanism. For more information, please contact kelly@KellyHiserInc.com

Non-Marketing Purposes

Kelly Hiser Inc. greatly respects your privacy. We do maintain and reserve the right to contact you if needed for non-marketing purposes (such as bug alerts, security breaches, account issues, and/or changes in Kelly Hiser Inc. products and services). In certain circumstances, we may use our Site, or other public means to post a notice.

Children under the age of 13

The Site is not directed to, and does not knowingly collect personal identifiable information from, children under the age of thirteen (13). If it is determined that such information has been inadvertently collected on anyone under the age of thirteen (13), we shall immediately take the necessary steps to ensure that such information is deleted from our system's database, or in the alternative, that verifiable parental consent is obtained for the use and storage of such information. Anyone under the age of thirteen (13) must seek and obtain parent or guardian permission to use this Site.

California Privacy Rights

California Civil Code Section 1798 entitles California customers to request information concerning whether a business has disclosed personal information to any third parties for the third parties' direct marketing purposes. As stated in this Policy, we will not sell or share your personal information with non-affiliated companies for their direct marketing purposes without your consent (and as otherwise set forth in this Policy). California customers who wish to request further information about our compliance with this law or have questions or concerns about our privacy practices and policies may contact us as specified in the contact provide below.

Unsubscribe or Opt-Out

All users and visitors to our Site have the option to discontinue receiving communications from us by way of email or newsletters. To discontinue or unsubscribe from our newsletter, you can unsubscribe at the bottom of all e-mails sent. You can also unsubscribe by sending an e-mail to kelly@kellyhiserinc.com If you wish to unsubscribe or opt-out from any third-party websites, you must go to that specific website to unsubscribe or opt-out. Kelly Hiser Inc. will continue to adhere to this Policy with respect to any personal information previously collected. Please note that it may take us some time to process your requests, consistent with applicable law. Please note that you do not have the ability to opt-out of non-marketing communications that we send you in connection with the use of the Site or Social Media Accounts, such as when you have engaged in transactions with us.

Links to Other Websites

Our Site does contain links to affiliate and other websites. Kelly Hiser Inc. does not claim nor accept responsibility for any privacy policies, practices and/or procedures of other such websites. Therefore, we encourage all users and visitors to be aware when they leave our Site and to read the privacy statements of every website that collects personally identifiable information. This Privacy Policy Agreement applies only and solely to the information collected by our Site.

Notice to European Union Users

Kelly Hiser Inc.'s operations are located primarily in the United States, so your personal data will be processed by us in the United States where data protection and privacy regulations may not offer the same level of protection as in other parts of the world, such as the EU. If you provide information to us, the information will be transferred out of the EU and sent to the United States, which may not offer an equivalent level of protection of that required in the EU or certain other countries, and to the processing of that information as described in this Policy. By providing personal information to us, you are consenting to its storage and use as described in this Policy.

Social Media Accounts

Your use or viewing of the Social Media Accounts, such as social networking pages, blogs, and file sharing sites (i.e., Facebook, Twitter, LinkedIn, Instagram), is subject to this Policy and the terms of use of the applicable social media platform. All comments submitted or posted on the Social Media Accounts are subject to public disclosure. To the extent we collect any personal information about you through the Social Media Accounts, we handle such personal information in accordance with this Policy.

Your Rights as a Data Subject

Under the regulations of the GDPR of the EU, you have certain rights as a Data Subject. These rights are as follows:

- ***The right to be informed:*** this means we must inform you of how we intend to use your personal data and we do this through the terms of this Policy.
- ***The right of access:*** this means you have the right to request access to the data we hold about you and we must respond to those requests within one month. You can do this by sending an email to Kelly@KellyHiserInc.com
- ***The right to rectification:*** this means that if you believe some of the data we hold is incorrect, you have the right to have it corrected. You can do this by logging into your account with us, or by sending us an email with your request.
- ***The right to erasure:*** this means you can request that the information we hold be deleted, and we will comply unless we have a compelling reason not to, in which case you will be informed of same. You can do this by sending an email to Kelly@KellyHiserInc.com
- ***The right to restrict processing:*** this means you can change your communication preferences or opt-out of certain communications. You can do this by sending an email to Kelly@KellyHiserInc.com
- ***The right of data portability:*** this means you can obtain and use the data we hold for your own purposes without explanation. If you wish to request a copy of your information, contact us at Kelly@KellyHiserInc.com
- ***The right to object:*** this means you can file a formal objection with us regarding our use of your information with regard to third parties, or its processing where our legal basis is our legitimate interest in it. To do this, please send an email to Kelly@KellyHiserInc.com

In addition to the rights above, please rest assured that we will always aim to encrypt and anonymize your personal information whenever possible. We also have protocols in place in the unlikely event that we suffer a data breach and we will contact you if your personal information is ever at risk. For more details regarding our security protections see the section below or visit our website.

Security

Kelly Hiser Inc. takes precautions to protect your information. When you submit sensitive information via the Site, your information is protected both online and offline. Wherever we collect sensitive information (e.g., credit card information), that information is encrypted and transmitted to us in a secure way. You can verify this by looking for a lock icon in the address bar and looking for “https” at the beginning of the address of the Site.

While we use encryption to protect sensitive information transmitted online, we also protect your information offline. Only employees who need the information to perform a specific job (e.g., billing or customer service) are granted access to personally identifiable information. The computers and servers in which we store personally identifiable information are kept in a secure environment. This is all done to prevent any loss, misuse, unauthorized access, disclosure, or modification of the user’s personal information under our control.

We also use Secure Socket Layer (SSL) for authentication and private communications to build users’ trust and confidence in the internet and website use by providing simple and secure access and communication of credit card and personal information.

Although we work hard to protect personal information that we collect and store, no data security measures are 100% secure and we cannot guarantee that our safeguards will prevent every unauthorized attempt to access, use, alter, destroy, or disclose personal information. Kelly Hiser Inc. maintains security and incident response plans to handle incidents involving unauthorized access to private information we collect or store. We retain information only as long as reasonably necessary for business, accounting, tax, or legal purposes. When we dispose of personal information, we use reasonable procedures designed to erase or render it unreadable (e.g., shredding documents and wiping electronic media). If you become aware of a security issue, please contact us at the address, email address, or telephone number provided at the bottom of this Policy. We will work with you to address any problems.

You play an important role in ensuring the security your personal information. We encourage you to use safeguards to protect your information. If you have provided personal information to us and wish to delete, change, or correct, or limit or restrict our use of such personal information, you can: (A) ask us to erase or delete all or some of your personal information (e.g., if it is no longer necessary to provide services to you), (B) ask us to stop using all or some of your personal information (e.g., if we have no legal right to keep using it) or to limit our use of it (e.g., if your personal information is inaccurate or unlawfully held); and (C) ask us for a copy of your personal information.

For any of the above requests, you will need to send us a written request (email or other reliable form of written communication) in accordance with our notice provisions below. We

are not required to alter or delete information stored for purposes of backup or disaster recovery (or where such action may not be technologically possible).

If you are an EU resident, under the GDPR, you may, among other things, send Kelly Hiser Inc. a request to (A) confirm that Kelly Hiser Inc. is processing your personal data, or to access, update or correct the personal data ASP holds about you, or to obtain a copy to reuse for your own purposes, (B) erase your personal data, (C) opt-out of marketing communications from Kelly Hiser Inc. or (D) restrict Kelly Hiser Inc.'s processing of your personal data. We kindly ask you to send such concerns (or objection) in written form stating your name, address, and phone number, so that we can confirm your identity. If you inform us that you want your personal data erased (if you are an EU resident), or that you no longer wish for us to communicate with you for marketing purposes, or to otherwise restrict Kelly Hiser Inc.'s processing of your personal data, we may retain some basic information in order to avoid sending you unwanted materials in the future, and to keep a record of your request and our response.

Disclaimer

THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS POLICY, IF ANY, ARE KELLY HISER, INC.'S ONLY REPRESENTATIONS AND WARRANTIES AND NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER KELLY HISER, INC. NOR ANY PERSON ASSOCIATED WITH KELLY HISER, INC. MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SITE OR SOCIAL MEDIA ACCOUNTS. WITHOUT LIMITING THE FOREGOING, KELLY HISER, INC. NOR ANYONE ASSOCIATED WITH KELLY HISER, INC. REPRESENTS OR WARRANTS THAT THE SITE OR SOCIAL MEDIA ACCOUNTS OR THE CONTENTS THEREIN WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SITE OR SOCIAL MEDIA ACCOUNTS OR THE SERVER OR PLATFORM THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SITE OR SOCIAL MEDIA ACCOUNTS WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. KELLY HISER, INC. EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR ANY ACTS OR OMISSIONS OF OTHER USERS OF THE SITE OR SOCIAL MEDIA ACCOUNTS. IF YOU ARE DISSATISFIED WITH THE SITE OR SOCIAL MEDIA ACCOUNTS, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE SITE OR SOCIAL MEDIA ACCOUNTS.

Some jurisdictions do not allow the disclaimer of warranties, so such disclaimer may not apply to you.

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL KELLY HISER, INC. BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, COVER, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE, ANTICIPATED PROFITS, BUSINESS OR SALES, ANY LOSS OF GOODWILL OR REPUTATION, OR THE COSTS OF SUBSTITUTE GOODS OR SERVICES, EVEN IF KELLY HISER, INC., OR AN AUTHORIZED REPRESENTATIVE THEREOF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IN NO EVENT SHALL THE TOTAL LIABILITY OF KELLY HISER, INC. TO YOU OR ANY THIRD PARTY FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE) ARISING FROM THIS POLICY OR YOUR ACCESS TO OR USE OF THE SITE OR SOCIAL MEDIA ACCOUNTS EXCEED, IN THE AGGREGATE, \$100.00.

Some jurisdictions do not allow the exclusion of damages, so such exclusions may not apply to you. The limitation of liability set forth above shall only apply to the extent permitted by applicable law.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS POLICY OR YOUR USE OF THE SITE OR SOCIAL MEDIA ACCOUNTS OR OUR PRODUCTS AND SERVICES MUST BE COMMENCED WITHIN SIX (6) MONTHS AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Release

If you have a dispute with one (1) or more other users of the Site or Social Media Accounts, you release us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees, and agents) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. IN ENTERING INTO THIS POLICY YOU EXPRESSLY WAIVE ANY PROTECTIONS (WHETHER STATUTORY OR OTHERWISE) THAT WOULD OTHERWISE LIMIT THE COVERAGE OF THE RELEASE CONTAINED HEREIN TO INCLUDE ONLY THOSE CLAIMS WHICH YOU MAY KNOW OR SUSPECT TO EXIST IN YOUR FAVOR AT THE TIME OF AGREEING TO THIS POLICY, INCLUDING, WITHOUT LIMITATION, CALIFORNIA CIVIL CODE §1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Acceptance of Terms

By viewing, using, registering, or accessing this Site or affiliated social media accounts, you are hereby accepting and agreeing to be bound by the terms and conditions stipulated within the Policy. Your continued use of our Site following the posting of any updates or changes to our terms and conditions shall mean that you agree and acceptance of such changes.

You may not access or use the Site or Social Media Accounts if you (A) do not agree to this Policy, (B) are not at least eighteen (18) years old, or (C) are prohibited from accessing or using the Site or Social Media Accounts by applicable law.

You hereby represent that you (A) have read, understood, and accepted this Policy, (B) will be financially responsible for your access to or use of the Site or Social Media Accounts, (C) are at least eighteen (18) years old, and (D) may otherwise enter into and form binding contracts under applicable law.

Cookies

A cookie is a small text file which is sent to your computer or mobile device (referred to in this policy as a “device”) by the web server so that a website can remember some information about your browsing activity on the Website.

First party cookies are created by the website that you are visiting. A third-party cookie is frequently used in behavioral advertising and analytics and is created by a domain other than the website you are visiting. Third-party cookies, tags, pixels, beacons, and other similar technologies (collectively, “Tags”) may be placed on the Site to monitor interaction with advertising content and to target and optimize advertising. Each internet browser has functionality so that you can block both first and third-party cookies and clear your browser’s cache. The “help” feature of the menu bar on most browsers will tell you how to stop accepting new cookies, how to receive notification of new cookies, how to disable existing cookies and how to clear your browser’s cache. For more information about cookies and how to disable them, you can consult the information at [All About Cookies](#).

Without cookies you may not be able to take full advantage of the Site content and features. Please note that rejecting cookies does not mean that you will no longer see ads when you visit our Site. In the event you opt-out, you will still see non-personalized advertisements on the Site. The Site collects the following data using a cookie when serving personalized ads:

- IP Address
- Operating System type
- Operating System version
- Device Type
- Language of the website
- Web browser type
- Email (in hashed form)

If you would like more information about this practice and to know your choices to opt-in or opt-out of this data collection, please visit [National Advertising Initiative opt out page](#). You may also visit [Digital Advertising Alliance website](#) and [Network Advertising Initiative website](#) to learn more information about interest-based advertising. You may download the AppChoices app at [Digital Advertising Alliance's AppChoices app](#) to opt out in connection with mobile apps or use the platform controls on your mobile device to opt out.

Governing Law

By accessing the Site or Social Media Accounts, you agree that this Policy and your use of the Site or Social Media Accounts shall be governed exclusively by the laws of the State of Illinois without regard to conflict of laws principles, regardless of your location when accessing the Site or Social Media Accounts. This Policy is entered into and performed in Chicago, Cook County, Illinois. This Policy does not give rise to personal jurisdiction over Kelly Hiser Inc., either specific or general, in jurisdictions other than Illinois. Kelly Hiser Inc. makes no representation that the Site or Social Media Accounts are appropriate or will be available for use in other locations. If you use a site from outside the United States of America, you are entirely responsible for compliance with applicable local laws, including but not limited to the export and import regulations of other countries in relation to the Site or Social Media Accounts and third-party content.

Dispute Resolution

The parties shall attempt to resolve any disputes through good faith business negotiations or facilitative mediation in Chicago, Illinois. Except as otherwise determined by Kelly Hiser Inc. in its sole discretion, all disputes or claims arising out of or relating to this Policy shall be settled by arbitration, to be conducted by a single arbitrator in Chicago, Illinois, by and in accordance with the then effective commercial rules of the American Arbitration Association; provided that the arbitrator shall not have authority to issue injunctions. The proceedings shall be conducted only in the English language. Judgment upon the award may be entered in any court having jurisdiction thereof. Other legal proceedings, if any, shall be initiated and maintained in Cook County, Illinois. The parties expressly submit to the exclusive personal jurisdiction and venue of these courts and waive any objection on the grounds of personal jurisdiction, venue, or *forum non conveniens*.

Attorneys' Fees and Costs

If any litigation or other court action, arbitration, or similar adjudicatory proceeding is commenced by any party to enforce its rights under this Policy against the other party, all fees, costs and expenses, including, without limitation, cost of arbitration, reasonable attorneys' fees and court costs, incurred by Kelly Hiser Inc., if it is the prevailing party in such litigation, action, arbitration or proceeding, shall be reimbursed by you; provided, that if Kelly Hiser Inc. prevails

in part, and loses in part, the court, arbitrator or other adjudicator presiding over such litigation, action, arbitration or proceeding shall award a reimbursement of the fees, costs and expenses incurred by Kelly Hiser Inc. on an equitable basis.

Notices

Any notice to Kelly Hiser Inc. must be in writing and must be sent via email to Kelly@KellyHiserInc.com Any notice to you shall be given by email to the email address provided by you to us. Notice shall be deemed to have been given to you upon twenty-four (24) hours after it has been sent or at the time the information was posted on or through the Site or Social Media Accounts. If you change your email address, you are responsible for notifying us.

Severability

If any provision of this Policy is held by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, then such provision shall be enforced to the maximum extent permissible so as to affect the intent of this Policy, and the remainder of this Policy shall continue in full force and effect.

No Waiver

The failure by Kelly Hiser Inc. to exercise or enforce any rights or provisions of this Policy shall not constitute a waiver of such right or provision.

No Partnership

No partnership, joint venture, franchisor-franchisee, or agency relationship is intended or created by this Policy.

Survival

All provisions in this Policy regarding representations and warranties, content, indemnification, disclaimers, and limitations on liability shall survive any termination of this Policy.

Force Majeure

Any delay in the performance of any duties or obligations of Kelly Hiser Inc. will not be considered a breach of this Policy if such delay is caused by a labor dispute, market shortage of materials, fire, earthquake, flood, or any other event beyond the control of Kelly Hiser Inc., provided that Kelly Hiser Inc. uses reasonable efforts, under the circumstances, to resume performance as soon as reasonably practicable.

How to Contact Us

If you have any questions or concerns regarding the Privacy Policy Agreement related to our Site or Social Media Accounts, please feel free to contact us via e-mail at Kelly@kellyhiserinc.com

If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

If you are an EU resident and believe you have suffered harm due to a breach of your rights by Kelly Hiser Inc. under this Policy, and Kelly Hiser Inc. has not handled your complaint in a reasonably sufficient manner, you may also file a complaint with the applicable supervisory authority. In addition, you may contact us at kelly@kellyhiserinc.com by sending your privacy-related comments or questions to the address set forth above.

Terms and Conditions

TERMS & CONDITIONS POLICY:

These Terms of Use for our Website, Programs, Products and Services state how you may use our Website, Programs, Products and Services, and Program Materials.

Please read these Terms of Use carefully. We reserve the right to change these Terms of Use from time to time without notice to you. By purchasing or using any of our Programs, Products, and Services or Program Materials, now or in the future, you are agreeing immediately upon said purchase to the Terms of Use as they appear, and agree that you are legally bound by them, whether or not you have read them. If at any time you do not agree with these Terms of Use, please do not use our Programs, Products and Services or Program Materials.

WORDS YOU NEED TO UNDERSTAND

“Agreement” or **“contract”** means all of the documents which you and the Company have signed and the Credit Card Authorization Form you have signed.

“Client” or **“you”** means any purchaser, client and/or user of any of our Website, Programs, Products and Services, or Program Materials.

“Company”, **“we”**, **“us”** or **“me”** means Kelly Hiser Inc.

“Improper and/or Unauthorized Use” includes and is not limited to modifying, copying, reproducing, republishing, uploading, posting, transmitting, translating, selling, creating derivative works, exploiting, or distributing in any manner or medium any Program Materials or any other information accessed or purchased through our Programs, Products and Services for your own business or commercial use or in any way that earns you money or that you trade for valuable consideration.

“Programs, Products and Services” means any paid program or service, group course or program including but not limited to a mastermind, e-course, downloadable information product, e-book, or other service or course where we provide content for educational and informational purposes that is not permitted to be reproduced or used in your own business for commercial use or in a way that earns you money. Programs, Products, and Services may be delivered in ways including but not limited to in-person, phone, Zoom, Skype, webinars, Facebook Live Videos, teleseminars, videos, audios, books, e-books, products, social media, blog articles, or otherwise in a variety of settings such as individual coaching sessions, individual consulting sessions, group programs including but not limited to masterminds, classes, workshops, events, retreats, seminars, or trainings.

“Program Materials” mean any video, audio, printed or written text or work including but not limited to drafts, online or printed documents, or other materials created by us that are provided to you for your educational and informational purposes or through our Programs, Products and Services.

“Terms of Use” includes this document and all the standard provisions that form part of every contract we enter into with each purchaser, client, and user (including you) of any of our Programs, Products and Services, as amended from time to time by us in our sole discretion, without notice to you.

“Website” or **“site”** means the website maintained by Kelly Hiser Inc. and any affiliated or subsequent website.

HOW YOU MAY USE OUR PROGRAMS, PRODUCTS AND SERVICES AND PROGRAM MATERIALS

You consent to use our Website, Programs, Products and Services and Program Materials as described in the following paragraphs, which collectively are referred to as the “Terms of Use”. By purchasing or using any of our Website, Programs, Products and Services and Program Materials, you agree to abide by these Terms of Use and the Contract you have signed, and you acknowledge and agree that you are required to act in accordance with them. Accessing, purchasing, or using our Programs, Products and Services and Program Materials, in any manner, constitutes and is evidence of your use of them, and your agreement to be bound by these Terms of Use.

Our Website, Programs, Products and Services and Program Materials are intended solely for persons who are 18 years of age or older. Any registration by, use of, or access to any Programs, Products and Services and Program Materials by anyone who is younger than 18 years of age is unauthorized, unlicensed and violates these Terms of Use. By purchasing or using our Website, Programs, Products and Services and Program Materials, you represent and warrant that you are at least 18 years of age.

COPYRIGHT

The entire content included in these Websites including but not limited to text, graphics or code is copyrighted as a collective work under the United States of America and other copyright laws, and is the property of Kelly Hiser Inc. The collective work includes works that are licensed to Kelly Hiser Inc. ALL RIGHTS RESERVED. Permission is granted to electronically copy and print hard copy portions of these Websites for the sole purpose of placing an order with Kelly Hiser Inc. or purchasing products from Kelly Hiser Inc.

You may display and, subject to any expressly stated restrictions or limitations relating to specific material, download or print portions of the material from the different areas of these Websites solely for your own non-commercial use, or to place an order with Kelly Hiser Inc. or to purchase Kelly Hiser Inc. products. Any other use, including but not limited to the reproduction, distribution, display or transmission of the content of these Websites is strictly

prohibited, unless authorized by Kelly Hiser Inc. You further agree not to change or delete any proprietary notices from materials downloaded from the Websites.

TRADEMARKS

All trademarks, service marks and trade names of Kelly Hiser Inc. used on the Websites are trademarks or registered trademarks of Kelly Hiser Inc.

INTELLECTUAL PROPERTY RIGHTS

Our Limited License to You.

Our Website, Programs, Products, Services, and Program Materials are our property, and are protected by copyright, trademark, and other intellectual property laws. This means you can only use and access our Programs, Products and Services, and Program Materials in the ways and to the extent we say you can, i.e., as described in greater detail in the following paragraphs. The content in our Website, Programs, Products, Services, and Program Materials is solely owned by or licensed to us, unless expressly indicated otherwise. This content includes, but is not limited to the design, layout, look, appearance, graphics of our Programs, Products and Services, and Program Materials or any other material or aspects of materials provided by us to you. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these Terms of Use.

If you purchase or access any of our Program Materials through our Website, you will be considered our Licensee. To clarify, all content obtained through us is solely and completely our property, and you are granted a revocable, non-transferable license for personal, non-commercial use only, limited to you only. This means you may not use our Website, Programs, Products and Services, or the Program Materials in a manner that constitutes an infringement of our rights or in a manner that has not been authorized by us. You are being granted a limited license to use our Website, Program, Products, Services and Program Materials with permission and restrictions. This means that when you purchase a Program, Product or Service from us, you are purchasing the limited right to use the Program Materials with certain conditions as specified in these Terms of Use.

You are permitted to use our Website, Programs, Products, Services, and Program Materials in the following manner:

You may download and/or print Program Materials for your personal use. To clarify, you are not permitted to share, sell, reprint, repurpose or republish any other of our Program Materials including handouts, for resale or mass reproduction purposes for your own business or commercial use or in any way to make you money unless you ask us in writing if you may do so, and we have given you written permission to do so.

Any trademarks, taglines, and logos displayed on our website are trademarks belonging to us. All trademarks reproduced on our website, of which we do not own or hold a license, are acknowledged on our 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 in these Terms of Use.

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, Product and Service titles or any other title or information of ours bearing the trademark symbols (™) or ® may not be used by you for any reason unless you ask us in writing if you may do so, and we answer in writing and state that you may do so.

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

Podcasts

In all instances podcasts are available for personal, noncommercial use only. Unless otherwise indicated, you may only use the podcast for personal, noncommercial purposes, provided that: you do not modify or delete any of the podcast Content nor individual audio files you do not redistribute the audio files made available as part of the podcast audio files made available for download are not to be reproduced, edited, re-transmitted, or in any way repurposed without our prior consent. We reserve the right to discontinue providing podcast(s) and to require that you cease accessing or using the podcast(s) or any elements of the podcast at any time for any reason.

Information You Must Not Share with Others.

As a Licensee, you understand and acknowledge that our Programs, Products and Services and Program Materials have been created, developed, or obtained by us through the investment of significant time, effort, and expense, and that this information is a valuable, special, and unique asset of ours which needs to be protected from Improper and/or Unauthorized Use.

When you enroll in or purchase any of our Programs, Products and Services, you agree that you are clearly and expressly prohibited from doing any of the following acts:

You will not copy, share, or steal our Programs, Products and Services, or Program Materials or any parts of them.

You will not in any way use, copy, adapt or represent any of our Programs, Products and Services, or Program Materials or their content in any way as if they are yours or created by you.

You will not engage in the Improper and/or Unauthorized Use of our Programs, Products and Services.

You will not duplicate, share, trade, sell, or otherwise distribute our Programs, Products and Services, or Program Materials to any other person, for their 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 their intention was to use the Program Materials for their own personal, business or commercial use. This means you cannot share or sell any part of our Programs, Products and Services or Program Materials to another person or business, so they can copy, reproduce, sell and/or use them for their own personal, business, or commercial use or in any way that earns them money or for valuable consideration. You are the only one granted a limited license to use our Programs, Products and Services, and Program Materials.

You will not violate our intellectual property rights, including copyright and trademark rights by downloading, printing, or otherwise using our Programs, Products and Services, or Program Materials for publication or compilation into your own Products, Programs, Services or Program Materials for your own personal, business or commercial use or in any way that earns you money.

You will not use our Programs, Products and Services, or Program Materials in a manner that constitutes an infringement of our rights or that we have not first approved in writing. You may not engage in Improper and/or Unauthorized Use of our Program Materials or any other information related to our Programs, Products and Services.

You understand and agree that doing, participating in directly or indirectly or engaging in the prohibited, Improper and/or Unauthorized Use of our Programs, Products, Services or Program Materials as set forth in these Terms of Use is considered theft and stealing. You agree and understand that prohibited use, Improper and/or Unauthorized Use may give rise to a civil claim for damages and may be turned over to the police for investigation as a criminal offence.

Your License to Us.

By posting or submitting any material on or through our Website, Programs, Products and Services or Program Materials such as comments, posts, photos, images or videos or other contributions, you are representing and warranting that you are the owner of all such materials and are at least 18 years old. Furthermore, you consent to the following:

1. When you submit to us or post any comment, photo, image, video or any other submission for use on or through our Website, Programs, Products, Services and Program Materials, you are granting 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 in any 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 Website, Programs, Products and Services and/or 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.
2. You also grant us, and anyone authorized by us, the right to identify you as the author of any of copy, 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 in our Programs, Products and Services and/or Program Materials in our sole discretion, at any time for any reason whatsoever.

Media Release

By participating in our Programs, Products and Services, and using our Website and Program Materials, including on social media, you consent to photographs, videos, audio recordings, transcripts, copy or written or printed text that may contain you, your voice and/or your likeness, and we reserve the right to use them in our sole discretion in our current or future Programs, Products and Services, or Program Materials and/or our marketing or promotional efforts, without compensation to you at any time, now or at any time in the future.

Diversity & Inclusion Policy

Kelly Hiser Inc. and its community, Website, Products, Programs and Services offered are open and accessible to all persons from anywhere in the world, from any background, culture, or intersection and/or any intersectionality wanting to support their health, specifically those who are female and/or female identifying, minorities and any other marginalized person. We value differences and diversity. Our diversity policy is applicable—but not limited—to our practices and policies; training; promotions; programs; and the ongoing development of a platform built on the premise of gender and diversity equity that encourages and enforces respectful communication and cooperation between all users of this platform and user contributions to the communities we serve to promote a greater understanding and respect for the diversity. All users of the platform have a responsibility to treat others with dignity and respect at all times. All users are expected to exhibit conduct that reflects inclusion. Any user found to have exhibited any inappropriate conduct or behavior against others may be subject to removal from our platform. Users who believe they have been subjected to any kind of discrimination that conflicts with our diversity policy should contact us at Kelly@KellyHiserInc.com

Community and Commenting Policy

We request constructive and positive feedback and use the feedback received to improve our client experience. It is our priority to create an experience for our clients to ensure that they remain clients for their lifespan. We value our clients and community for the deep participation that occurs within the comment section of our site and platforms. Here are some tips to consider when commenting:

- **Read** with your audience in mind: Is your comment appropriate for the community?
- **Revise**: Can I make this calmer and clearer? Can I be more concise?
- **Support what you say**: Can I make negative feedback more constructive? Can I elaborate further on positive feedback? Can I provide sources that support my claim?
- **Review how you say it**: Does my comment encourage a healthy discussion or is it going to put others on the defensive?

To help you avoid the frustrations of comment removal, here are some reasons your comment may be removed:

- Not appropriate for the platform.
- Inappropriate language.
- Terms of Use violations.
- Excessively posting the same comment or link.
- Stereotyping, i.e., sweeping generalizations of any group or individual based on race, gender, religion, sexual orientation, ability, or age.

If you see something that you think may violate our guidelines, please help us by emailing: Kelly@KellyHiserInc.com. We will review these reports and work as quickly as possible to remove content that doesn't meet our guidelines.

Request from You for Permission to Use Content We Have Created and Shared with You

Any request for written permission to use our Programs, Products and Services or Program Materials in whole or in part, or any other intellectual property or property belonging to us should be made IN WRITING – BEFORE YOU WISH TO USE IT. To ask for our permission, please contact us at the email address provided on the last page of these Terms and Conditions. We very clearly state that you may not use our Programs, Products and 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, in email or any other written format we determine is appropriate.

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 now 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 as we may request and by the methods and in the time frame that we say and prescribe to protect our intellectual property and ownership rights in our Programs, Products and Services or Program Materials.

DISCLAIMER

To the fullest extent permitted by applicable 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, Products and 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 distress, condition or issue, physical, mental, emotional, or spiritual injury or harm, loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, loss of goodwill, wasted time and for any other loss or damage of any kind, in law or in equity, 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, product, service or Program Materials participant or user, including you.

PERSONAL RESPONSIBILITY AND ASSUMPTION OF RISK

You agree that you are using your own judgement in using our Website, Programs, Products, Services and Program Materials, and you agree that you are doing so at your own risk. You acknowledge that you are participating voluntarily in using my Programs, Products, Services and Program Materials and that you are solely and personally responsible for your choices, actions,

and results, now and in the future. You agree and understand that you assume all risks and no results are guaranteed in any way related to our Programs, Products and Services and Program Materials. You accept full responsibility for the consequences of your use, or non-use, of any information provided on or through my Website, Programs, Products, Services and Program Materials and you agree to use your own judgment and due diligence before implementing any idea, suggestion or recommendation from my Website, Programs, Products, Services and Program Materials to any areas of your health, life, family, or business.

WARRANTY DISCLAIMER

This Website and the materials and products on this Website are provided “as is” and without warranties of any kind, whether expressed or implied. To the fullest extent permissible pursuant to applicable law, Kelly Hiser Inc. disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability for a particular purpose and non-infringement. Kelly Hiser Inc. does not represent or warrant that the functions contained in the Websites will be uninterrupted or error-free, that the defects will be corrected, or that these Websites or the server that makes the Websites available are free of viruses or other harmful components. Kelly Hiser Inc. does not make any warranties or representations regarding the use of the materials on these Websites in terms of their correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise.

MEDICAL DISCLAIMER. THIS CONTENT DOES NOT PROVIDE MEDICAL ADVICE.

The information, including but not limited to text, video, audio, graphics, live video, or comments (‘CONTENT’) and any other material contained in on this site are for informational purposes only. No CONTENT published or verbally provided is intended to be a substitute for professional medical advice, diagnosis, or treatment. Always, seek the advice of your medical professional or qualified health care provider with any questions you may have regarding a medical condition or treatment and before undertaking a new health care regimen. Never disregard professional medical advice or delay in seeking it because of something you read on this site. Kelly Hiser Inc. is not providing health care, medical or nutritional therapy services, or attempting to diagnose, treat, prevent, heal, or cure any physical, mental, or emotional issue, disease, or condition. The information provided in my Website, Programs, Products, Services and Program Materials pertaining to your health or wellness, mindset, exercise, relationships, business/career choices, finances, or any other aspect of your life is not intended to be a substitute for the professional medical advice, diagnosis or treatment provided by your own Medical Provider or Mental Health Provider. Do not start or stop taking any medications without speaking to your own Medical Provider or Mental Health Provider. If you have or suspect that you have a medical or mental health problem, contact your own Medical Provider or Mental Health Provider promptly. You should always consult with your doctor or licensed health care professional before starting any supplement program, especially if you are pregnant or have any pre-existing injuries or medical conditions. The information contained on this Website has not been evaluated by the Food and Drug Administration.

FOR EDUCATIONAL AND INFORMATIONAL PURPOSES ONLY DISCLAIMER.

The information provided in or through this Website, Programs, Products, Services and Program Materials is for educational and informational purposes only and solely as a self-help tool for your own use. You agree and acknowledge that I am not providing medical advice, mental health advice, or religious advice in any way.

LIMITATION OF LIABILITY

Kelly Hiser Inc. shall not be liable for any special or consequential damages that result from the use of, or the inability to use, the materials on the Websites, Programs, Products, Services and Program Materials or the performance of the products, even if Kelly Hiser Inc. has been advised of the possibility of such damages. Applicable law may not allow the limitation of exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you.

PERSONAL RESPONSIBILITY

You aim to accurately represent the information provided to us on or through our Websites, Programs, Products, Services and Program Materials you acknowledge that you are participating voluntarily in using our Websites, Programs, Products, Services and Program Materials and that you are solely and personally responsible for your choices, actions, and results, now and in the future. You accept full responsibility for the consequences of your use, or non-use, of any information provided on or through these Websites, and you agree to use your own judgment and due diligence before implementing any idea, suggestions, or recommendations from our websites to your life, family, or business.

NO GUARANTEES

Kelly Hiser Inc is to support and assist you in reaching your own goals, but your success depends primarily on your own effort, motivation, commitment, and follow-through. Kelly Hiser Inc. cannot predict and does not guarantee that you will attain a particular result, and you accept and understand that results differ for each individual. Each individual's results depend on his or her unique background, dedication, desire, motivation, actions, and numerous other factors. You fully agree that there are no guarantees as to the specific outcome or results you can expect from using the information you receive on or through these Websites.

WARRANTIES DISCLAIMER

We make no warranties as to our Programs, Products and Services and Program Materials. You agree that our Programs, Products and Services and Program Materials are provided "as is" and without warranties of any kind either express or implied. To the fullest extent permissible pursuant IN LAW AND IN EQUITY, we disclaim all warranties, express or implied, including but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not warrant that the Programs, Products and Services and Program Materials will be functional, uninterrupted, correct, complete, appropriate, or error-free, that defects will be corrected, or that any part of the website content are free of viruses or other harmful components. We do not warrant or make any representations regarding the use or the results of the use of our program, product or Services, Program Materials or on third-party websites in terms of their correctness, accuracy, timeliness, reliability, or otherwise.

PURCHASES AND SUBSCRIPTIONS

If you wish to purchase any product or service made available through the Website ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your name, phone number, email address, physical address, credit card information and geographic location. Please view our Privacy Policy for more information on how we use your personal information. Some parts of the Bloated Belly Solution may be billed on a payment plan basis. You will be billed in advance on a recurring basis as per the payment plan agreement.

NO REFUND POLICY

Your satisfaction with your Programs, Products and Services and Program Materials is important to us. Yet, because of the extensive time, effort, preparation, and care that goes into creating and/or providing our Programs, Products and Services and Program Materials, we have a no refund policy. After the purchase of The Bloated Belly Solution is complete, there are no refunds provided. All payments must be made according to the payment schedule.

LIFETIME ACCESS POLICY

You have on going access to The Bloated Belly Solution content hub. That means that after your program timeframe is complete, you will retain access to the content hub. After your program timeframe is complete, you will be removed from the program Facebook group and access to coaching will cease. NOTE: any unused 1:1 coaching calls will no longer be available for use after the program timeframe is complete.

DECLINED PAYMENT POLICY

As a client in The Bloated Belly Solution, you are required to complete all of your payments. You have 5 business days from the date of the payment decline to bring your account into good standing. Failure to bring your account into good standing may result in denied access to your content hub and coaching.

1:1 CALL CANCELLATION, RESCHEDULE AND NO-SHOW POLICY

The Bloated Belly Solution requires 1 business day notice to cancel or reschedule a 1:1 coaching session. We understand that emergencies occur and will be treated on a case-by-case basis. If you have a 1:1 coaching session scheduled and do not show up for your scheduled appointment, you will have 1 opportunity to reschedule. If you do not show up for that scheduled session you will forfeit the session and will not be able to rebook it.

HOURS OF OPERATION

The Bloated Belly Solution offers the following hours of operation: Monday - Thursday, from 9:00 am CT to 5:00 PM CT. All client communication will be responded to within 1 business day or sooner during regular business hours. This includes responses inside of The Bloated Belly Solution Facebook group.

FRIENDS & FAMILY DISCOUNT POLICY

If you were to refer a friend or family member to The Bloated Belly Solution you and your friend or family member who joins The Bloated Belly Solution will receive an extra two weeks in the Bloated Belly Solution Facebook group which includes access to coaching. There is no monetary compensation or discount for referrals.

TESTIMONIAL AND USE OF TESTIMONIAL POLICY

By submitting the testimonial form or by verbal testimonials, you are agreeing to allow Kelly Hiser Inc. to use your testimonial for marketing purposes on all Kelly Hiser Inc. websites and social media pages. You agree to allow Kelly Hiser Inc. to adjust the testimonial in any way they see fit without your written permission or consent. Testimonials are not intended to represent or guarantee that current or future clients will achieve the same or similar results; rather, these testimonials represent what is possible for illustrative purposes only.

DISCOUNT POLICY

Kelly Hiser Inc. does not offer discount unless otherwise advertised during a specific promotional period. If the specific promotional period has ended, no discount will be offered.

CODE OF CONDUCT

You may not use Kelly Hiser Inc. for any illegal or unauthorized purpose. In addition to the laws of the State of Illinois and the United States of America you also agree to comply with all local laws that apply to your use of the Websites. You may not use the Websites in any manner which could disable, overburden, damage, or impair the Websites, or interfere with any other party's use and enjoyment of the Websites. You agree that you are responsible for your own conduct and communications while using the Websites and for any consequences of that use. You agree that when using the Websites, you will not post or upload any inappropriate, promotional, defamatory, destructive, obscene, or unlawful content; defame, abuse, harass, or otherwise violate the legal rights (such as rights of privacy and publicity) of others or upload dangerous or harmful files. Kelly Hiser Inc. reserves the right to remove individuals from our community in instances of misconduct.

NOT LEGAL OR FINANCIAL ADVICE DISCLAIMER

I am not an attorney, accountant, or financial advisor, nor am I holding myself out to be. The information contained in this Website is not intended to be a substitute for legal or financial advice that can be provided by your own attorney, accountant, and/or financial advisor. Although care has been taken in preparing the information provided to you, I cannot be held responsible for any errors or omissions, and I accept no liability whatsoever for any loss or damage you may incur. Always seek financial and/or legal counsel relating to your specific circumstances as needed for any and all questions and concerns you now have or may have in the future. You agree that the information on our Website, Programs, Products, Services and Program Materials is not legal or financial advice.

EARNINGS DISCLAIMER

Any earnings, income statements or examples of success shown through our websites are only estimates of what might be possible now or in the future. There can be no assurance as to any

particular outcome based on the use of our websites. You agree that Kelly Hiser Inc. is not responsible for the success or failure of your personal or business decisions, the increase or decrease of your finances or income level, or any other result of any kind that you may have as a result of information presented to you through our website. You are solely responsible for your results.

ASSUMPTION OF RISK DISCLAIMER

As with all situations, there are sometimes unknown individual risks and circumstances that can arise during use of my website, Programs, Products and Services and Program Materials that cannot be foreseen that can influence or reduce results. You understand that any mention of any suggestion or recommendation on or through my website, Programs, Products and Services and Program Materials is to be taken at your own risk, with no liability on my part, recognizing that there is a rare chance that illness, injury or even death could result, and you agree to assume all risks.

INDEMNIFICATION AND RELEASE OF CLAIMS

You hereby fully and completely hold harmless, indemnify and release Kelly Hiser Inc. and any of its agents, consultants, affiliates, team members, joint venture partners, employees, shareholders, directors, staff, team members, or anyone otherwise affiliated with the business from any and all causes of action, allegations, suits, claims, damages, or demands whatsoever, in law or equity, that may arise in the past, present or future that is in any way related to our Websites.

TECHNOLOGY DISCLAIMER

We try to ensure that the availability and delivery of our Programs, Products and Services and Program Materials is uninterrupted and error-free, including our content and communications through methods like our website, member forum, private Facebook groups, email communications, videos, audio recordings, Zoom calls, recorded Zoom calls, webinars, recorded webinars, teleseminars, recorded teleseminars, downloadable MP3 audio files, downloadable PDF printed transcripts, downloadable PDF handouts/slides, handouts, e-books, 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, although of course, we will try to limit the frequency and duration of suspension or restriction. To the fullest extent permitted by law, we will not be liable to you for damages or refunds, or for any other recourse, should our Programs, Products and Services and Program Materials become unavailable or access to them becomes slower incomplete due to any reason such as system backup 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, Products and Services and Program Materials inaccessible to you.

EMAIL DISCLAIMER

I understand that the use of technology is not always secure, and I accept the risks of confidentiality in the use of email, text, phone, zoom and other technology.

ERRORS AND OMISSIONS

Although every effort is made to ensure the accuracy of information shared on or through these Websites, the information may inadvertently contain inaccuracies or typographical errors. You agree that Kelly Hiser Inc. is not responsible for the views, opinions, or accuracy of facts referenced on or through the Websites, or of those of any other individual or company affiliated with Kelly Hiser Inc. in any way. Because scientific, technology and business practices are constantly evolving, you agree that Kelly Hiser Inc. is not responsible for the accuracy of our websites, or for any errors or omissions that may occur.

NO ENDORSEMENT

References or links in our websites to the information, opinions, advice, programs, products, or services of any other individual, business or entity does not constitute our formal endorsement Kelly Hiser Inc. and is merely sharing information for your own self-help. Kelly Hiser Inc. is not responsible for the Website content, blogs, e-mails, videos, social media, programs, products and/or services of any other person, business or entity that may be linked or referenced in our websites. Conversely, should our websites link appear in any other individuals, businesses or entities Websites, program, product, or services, it does not constitute our formal endorsement of them, their business, or their website either.

FORCE MAJEURE

We shall not be liable for any loss, damage or delay in fulfilling our obligations pursuant to this Agreement caused by or resulting from conditions or causes beyond our reasonable control including but not limited to power outages, riots, fire, flood, explosion, governmental controls or regulations, epidemics or other public health emergencies, civil insurrections, acts of terrorism, civil or military authority, and inability to obtain necessary supplies and materials or perform our obligations due to such causes.

LINKS TO OTHER WEBSITES

We may provide links and pointers to other websites maintained by third parties that may take you outside of our Programs, Products and Services and Program Materials. These links are provided for your convenience and the inclusion of any link in our Programs, Products and Services and Program Materials to any other website does not imply our endorsement, sponsorship, or approval of that website or of its owner. We assume no responsibility for errors or omissions caused by other websites that may be included in our Programs, Products and Services and Program Materials. We have no control over the contents or functionality at those websites and so we accept no responsibility for any loss, damage, or otherwise that may arise from your use of them and therefore we do not guarantee the accuracy, completeness, or usefulness of any other website or their content.

By purchasing and/or using our Programs, Products and Services and Program Materials in any way or for any reason, you also implicitly agree to our full disclaimer which is contained in these Terms of Use, and which may be found on our website.

AFFILIATES

From time to time, we may promote, affiliate with, or partner with other individuals or

businesses whose programs, products and services align with mine. There may be instances when we promote, market, share or sell programs, products, or services for other partners and in exchange we may receive financial compensation or other rewards. Kelly Hiser Inc. is highly selective and only promotes the partners whose programs, products and/or services we respect. At the same time, you agree that any such promotion or marketing does not serve as any form of endorsement whatsoever. You are still required to use your own judgment to determine that any such program, product or service is appropriate for you. You are assuming all risks, and you agree that [ADD IN BUSINESS NAME] is not liable in any way for any program, product, or service that I may promote, market, share or sell on or through our website.

INDEMNIFICATION, LIMITATION OF LIABILITY AND RELEASE OF CLAIMS.

Indemnification.

You agree at all times to defend, indemnify and hold us harmless, as well as any of our 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 on a solicitor client basis, arising out of or related to our Programs, Products and Services and 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, to the full extent permitted by applicable law.

Limitation of liability.

We will not be held responsible or liable in any way for the information, Products, or materials that you request or receive through or on our Programs, Products and Services and Program Materials. We do not assume liability for accidents, delays, injuries, harm, loss, damage, death, lost profits, personal or business interruptions, misapplication of information, physical or mental disease, condition, or issue, or otherwise, 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. We do not assume liability for any owners, staff, agents, joint venture partners, contractors, vendors or otherwise who is engaged in producing or rendering our Programs, Products and Services and Program Materials, or in any way. In the event that you use our Programs, Products and Services and Program Materials or any other information provided by us or affiliated with us, to the extent that is legally permissible under applicable law, we assume no responsibility.

Release of claims.

In no event will we be liable to any party for any type of direct, indirect, special, incidental, equitable or consequential damages for any use of or reliance on our Programs, Products and Services and Program Materials, and you hereby release us from any and all such claims; including, without limitation, those related to lost profits, personal or business interruptions, personal injuries, accidents, misapplication of information, or any other loss, physical or mental disease, condition or issue, or otherwise, even if we are expressly advised of the possibility of such damages or difficulties, to the fullest extent allowable by applicable law.

YOUR CONDUCT

You are agreeing that you will not use our Website, Programs, Products and Services and Program Materials in any way that causes or is likely to cause the Website, Programs, Products and Services and Program Materials or access to them either 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 us. You must use the Website, Programs, Products and Services and Program Materials for lawful purposes only. You agree that when using the Website or any of our Programs, Products, Services and Program Materials you will not post or upload any inappropriate, promotional, defamatory, destructive, obscene, or unlawful content; defame, abuse, harass, or otherwise violate the legal rights (such as rights of privacy and publicity) of others or upload dangerous or harmful files. We reserve the right to remove individuals from our community in instances of misconduct.

COMMUNICATION GUIDELINES

If you have a question or concern about your Programs, Products and Services, Program Materials, you may contact us by email at the email address provided on the last page of these Terms of Use and we will do our best to reply to your question or concern.

PURCHASES AND SUBSCRIPTIONS

If you wish to purchase any of our Programs, Products and Services, Program Materials made available through the Website ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your name, phone number, email address, physical address, credit card information and geographic location. Please view our Privacy Policy for more information on how we use your personal information. Some parts of the Service are billed on a subscription basis as outlined on the sales and check out pages of the product. You will be billed in advance on a recurring basis as per the subscription agreement.

AUTHORIZATION AND PERMISSION

If paying by PayPal, debit card, or credit card, you give us permission to automatically charge your credit card or debit card as payment for your Programs, Products and Services and Program Materials, without any additional authorization, for which you will receive an electronic receipt. Should you be provided with an invoice, you are required to manually pay it by the date due on the invoice, or your Programs, Products and Services and Program Materials will be put on hold and suspended until payment is made. You agree to only purchase our Programs, Products and 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. You agree to use our Programs, Products and Services and Program Materials for legitimate, non-commercial purposes only and not for speculative, false, fraudulent, or illegal purposes.

CHARGEBACK THREATS, REVERSAL OF PAYMENT, PAYMENT CANCELLATIONS, AND ACTUAL CHARGEBACKS

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, Products and Services and Program Materials, you agree that any type of chargeback threat, reversal of payment, payment cancellation, actual chargeback or claim from your credit card company, PayPal, financial institution, or any other payment service will constitute a breach of these Terms of Use on your part.

In the event that a chargeback, reversal of payment, or payment cancellation is initiated by you, or we receive a chargeback threat, we reserve the right to report the incident to all three credit reporting agencies, or 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, payment date, payment amount, and billing address. Chargeback abusers wishing to be removed from the database shall make the payment for the amount of the chargeback.

Sharing Information with Payment Processing Company.

All information obtained during your purchase or transaction for our Programs, Products and Services and Program Materials, and all information that you give us is part of the transaction such as your name, address, method of payment, credit card number, and billing information, may be collected both by us and our payment processing company.

Payment processing companies and merchants may have privacy and data collection practices and policies 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, Products and Services and Program Materials, you may be subject to the additional terms and conditions of the payment processing company, merchant, or us that specifically apply to your purchase. For more information regarding a merchant and any terms and conditions that may apply, visit that merchant's website, or contact the merchant directly.

You release us, 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 or use of our Programs, Products and Services and Program Materials.

REFUND POLICY

Your satisfaction with your Programs, Products and Services and Program Materials is important to us. Yet, because of the extensive time, effort, preparation, and care that goes into creating and/or providing our Programs, Products and Services and Program Materials, **we have a 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, Products and Services and Program Materials, and no refunds will be provided to you at any time. By using and/or purchasing any of our Programs, Products and Services and Program Materials, you understand and agree that **all sales are final upon signing the contract, and that our fee is fully payable at that time, and no refunds will be provided**.

CONFIDENTIALITY AND PRIVACY

Our Privacy Policy forms part of these Terms of Use and may be found here

<https://thebloatedbellysolution.s3.us-east-2.amazonaws.com/Privacy+Policy.pdf>

TERMINATION

You have the right to terminate your use of or participation in our Programs, Products, Services or Program Materials at any time by contacting us IN WRITING, including by e-mail.

We reserve the right in our sole discretion to refuse or terminate your access to our Website, Programs, Products, Services and Program Materials, in full or in part, at any time, without notice, by sending you an email to the email address you provided to us during registration or enrolment.

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 Website, Programs, Products and Services, and/or our Program Materials, including but not limited to our website, private forum, email communications, Facebook groups, Zoom calls, live webinars or conference calls, recordings of any such communications, or any other method of communications related to our Website, Programs, Products, Services and Program Materials at any time without notice and in our sole discretion.

DISPUTE RESOLUTION

It is hoped that should we ever have any differences; we will be able to work them out amicably through email correspondence and telephone conference calls. However, should we be unable to seek resolution within a reasonable time as determined in our sole discretion, you agree now that the only method of legal dispute resolution that will be used is binding arbitration before a single arbitrator who practices in the city and state of Chicago, Illinois, selected jointly by us. Before seeking arbitration, you must contact us in writing, and include all of your reasons for dissatisfaction with our Programs, Products, Services or Program Materials. 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, punitive or aggravated 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 in any court of competent jurisdiction in the city and state of Chicago, Illinois.

By using our website and/or by purchasing our Programs, Products and Services or Program Materials, 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 referenced above or you waive the right to seek dispute resolution by arbitration or to take any other legal action against us.

You also agree that should arbitration take place, it will be held in the city and state of Chicago, Illinois as this is where our business is located, and you further agree that the winning party

shall be entitled to all reasonable lawyer's fees and all costs necessary to enforce the decision of the arbitrator.

In the event of a dispute between us, you agree to not engage in any conduct or communications, whether in public or in private including but not limited to on social media, either directly or indirectly, designed to disparage us, our company, or any of our Programs, Products and Services or Program Materials. Where requested by law or arbitration, of course, you are not prohibited from sharing your thoughts and opinions as part of the legal process.

GOVERNING LAW

These Terms of Use and all contracts and agreements between us shall be construed and interpreted according to the laws and regulations of the city and state of Chicago, Illinois.

VARIATION

Kelly Hiser Inc shall have the right in its absolute discretion at any time and without notice to amend, remove, or vary the Services and/or any page of this Website.

COMPLAINTS

Kelly Hiser Inc. offers support to our clients and a complaint handling procedure which we will use to try to resolve disputes when they first arise, with a solution that is mutually agreeable to both the client and Kelly Hiser Inc. Please let us know if you have any complaints or comments at Kelly@KellyHiserInc.com

SURVIVAL

These 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 survive the termination of our agreement by either you or by us.

ENTIRE AGREEMENT

These Terms of Use supersede all prior representations, arrangements, negotiations, understandings and agreements between you and us, both written and oral, relating to the Website, Programs, Products, Services or Program Materials which you have purchased from us, and sets forth the entire complete and exclusive agreement and understanding between us. Further neither of us has relied on any representation, arrangement, understanding or agreement (whether written or oral) not expressly set out or referred to in these Terms of Use.

SEVERABILITY

If any provisions in the Agreement are construed by a court of competent jurisdiction to be void or unenforceable for any reason, it shall be deemed to be severed from the Agreement and shall not affect the validity or enforceability of all other provisions in the Agreement, which shall remain in full force.

TIME

Time shall be of the essence in all respects of the Agreement.

CHANGES TO OUR POLICY

If we decide to change our Terms and Conditions, we will post those changes on this page. Policy changes will apply only to information collected after the date of the change. This policy was last modified on December 1st, 2022.

CONTACTING US

If you have any questions about any provisions in these Terms of Use, please contact us. Whenever a provision in these Terms of Use states that you are to contact us in writing, we ask that you send an email to Kelly@KellyHiserInc.com.

By using our websites, you are agreeing to all parts of the above Disclaimer. If you have any questions about this Disclaimer, please Kelly@KellyHiserInc.com