

## **Terms and Conditions of Use**

Please also read our [Privacy Policy](#) here.

### **Use and Consent**

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The information provided is not a substitute for professional medical, psychological, or psychiatric advice, diagnosis, or treatment for your individual condition and circumstance. You should consult with a licensed and/or registered health care professional about your individual condition and circumstance. You warrant that you have submitted to a physical examination and have a physician’s approval to participate or are participating without the approval of a physician of your own volition and at your own risk.

You should always consult with a licensed and/or registered health care professional before making any health or dietary changes or beginning any exercise program. If you are pregnant, nursing, obese, diabetic, or have any other medical or mental condition, you should follow the supervision of a licensed and/or registered health care professional.

By starting any exercise program, you assume all risks of injury, dangers, and/or hazards as a result of doing so. You should use any equipment shown in any exercise program as demonstrated only.

Do not stop taking any prescribed medications or disregard or delay seeking medical advice based on any information contained in this website and our products, programs, and services.

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You agree at all times to defend, hold harmless, and indemnify Zoe Kern and kerneloflife.com and any affiliates, agents, or other party associated with Zoe Kern and kerneloflife.com from any cause of action, lawsuits, judgments, including attorney’s fees and costs, arising from your use of our website or its content, or products and/or services purchased therefrom, or via materials requested through email, as well as any third party claims of any kind arising from your actions in relation to our website.

Should we be required to defend ourselves in any action directly or indirectly involving you, you agree to provide any documents, testimony, evidence, or other information we deem useful to us free of charge.

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You agree that you will not post, transmit, upload, or otherwise make available any User Content that is harmful, threatening, defamatory, unlawful, abusive, harassing, obscene, vulgar, hateful, or otherwise objectionable.

You agree to use this website and our products, programs, and services for lawful purposes only.

### **Testimonials**

Our website may feature testimonials from time to time. They are examples. While these testimonials are accurate and honest portrayals of actual clients or customers sharing their opinions about our website, products and/or services, they are not a guarantee that all clients or customers will have the same, similar, or better experience.

### **No Formal Endorsements**

Any reference or link to any other companies, events, services, or products, on our website, blog, or in our emails does not guarantee your success and/or satisfaction with and is not an endorsement of said companies, events, services, or products.

You understand and agree that you must use your own judgment to determine whether any other companies, events, services, or products would be beneficial to you and/or your business.

You agree that we shall have no liability should you choose to make a purchase from any referenced company, event, service, or product and become dissatisfied. You agree to indemnify and hold us harmless should this occur.

### **Affiliate Disclosure**

We may choose to provide an affiliate link to products and/or services that we believe align with our own products and/or services from time to time. You understand that we may receive financial compensation or other payment as a result of your purchase of a product and/or service using the link.

You understand and agree that you must use your own judgment to determine whether to make a purchase using an affiliate link. You agree that we shall have no liability should you choose to make a purchase from an affiliate link and become dissatisfied. You agree to indemnify and hold us harmless should this occur.

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You agree Zoe Kern and kerneloflife.com are not responsible for the content, availability, or accuracy of other websites that may be linked to our website. We make no warranty of any kind, whether express or implied, regarding third-party content, availability, or accuracy.

By clicking on a link to a third-party website, you agree that you are doing so of your own discretion, volition, and at your own risk. You agree that Zoe Kern and kerneloflife.com are not liable for any damage or loss caused by your access to or use of information, materials, products, or services contained on and/or purchased from any linked third-party website.

By clicking on a link to a third-party website, you may allow third-parties to collect and/or share your personal information. The privacy policies and terms and conditions on those third-party websites may differ kerneloflife.com's. You are encouraged to read the privacy policies and terms and conditions of every linked third-party website that you visit.

### **Payments**

Payments must be made in full at time of purchase.

You understand and agree that you are financially responsible for all purchases made by you or a third-party acting on your behalf.

All of the personal information that you provide as part of the purchase process for any product or service on our website may be collected by both us and our third-party payment processing providers. This includes, but is not limited to, name, email address, billing information, and credit card number. Please read our Privacy Policy with respect to how we handle your personal information.

Our third-party payment processing providers may have privacy policies and terms and conditions that differ from ours. We have no liability or responsibility for the independent policies of our third-party payment processing providers. You are encouraged to read the independent policies contained on the third-party payment processing providers' websites.

You understand and release us from liability for any damage or loss caused by your purchase from our website or by your dealings with our third-party payment processing providers.

### **Refund**

Due to the extensive time and effort that goes into half-day, full-day, multi-day live or virtual programs, there is no refund policy.

If you withdraw from a one-on-one coaching program after three or 50% of sessions (whichever comes first), then you are responsible for 100% of the coaching fee. If you withdraw from the program before three sessions or 50% of your total sessions (whichever comes first) then you will receive a 50% refund.

We do not tolerate or accept any type of chargeback from your credit card company.

### **Termination**

We reserve the right to terminate your access to our website, in full or in part, at any time for any reason.

### **Dispute Resolution and Jurisdiction**

These Terms and Conditions shall be governed and construed according to the laws of the State of California, without regard to conflict of laws principles. The nearest state and federal court to Marina del Rey, California shall have exclusive jurisdiction over any case or controversy arising from your use of our website or its content, or products and/or services purchased therefrom, or via materials requested through email.

By using our website or its content, or products and/or services purchased therefrom, or via materials requested through email, you submit to the exclusive jurisdiction and venue of these courts and waive any defense of forum non conveniens.

In the event that Zoe Kern must make a claim for any breach of these Terms and Conditions by negotiation, litigation, mediation, or arbitration, we shall be entitled to recover attorney's fees and costs.

### **Severability**

If any provision of these Terms and Conditions shall be declared unenforceable or invalid, all remaining provisions shall remain in full force and effect.

### **Modification of Terms and Conditions**

We may change, modify, or update these Terms and Conditions at any time and will notify you of any such changes by a prominent notice displayed on our website at least 10 days prior to implementing the change. We recommend that you check the Terms and Conditions when you visit our website to be sure that you are aware of our most current policies.

By continuing to use this website, you agree to be bound by the most updated version of these Terms and Conditions, whether you have read them or have had the opportunity to read them and have chosen not to.

IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT THESE TERMS AND CONDITIONS, PLEASE CONTACT: [z@kerneloflife.com](mailto:z@kerneloflife.com)

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