
WILDFLOWER ROOT TERMS AND CONDITIONS

TERMS OF USE

These terms and conditions ("Terms") govern your access to and use of the websites <http://wildflowerroot.com/> (referred to collectively as the "Sites") owned and operated by **WILDFLOWER ROOT WELLNESS**, operating under the division name **WILDFLOWER ROOT WELLNESS** ("we", "us", or "our").

Please read the Terms of Service carefully before you start to use the Site. By accessing, browsing, registering to use the Site, or Services or by clicking to accept or agree to the Terms of Service & our privacy policy when this option is made available to you, you acknowledge that you have read, understood accept and agree to be bound and abide by these Terms of Service and our Privacy Policy, incorporated herein by reference. If you do not agree to these Terms of Use & Privacy Policy, do not use any portion of the Site, or the Services. Failure to use the Site in accordance with these Terms & Privacy Policy may subject you to civil and criminal penalties.

If you do not agree with all of the provisions of this agreement, you cannot use the Services. To remove any doubt, in the event of any conflict or discrepancy between these Terms and conditions and any other provisions and/or terms and/or otherwise between **us** and you, the provisions and the terms of these Terms of Use will prevail. Please feel free to contact us with any questions regarding the content of this agreement.

1. USAGE/ ELIGIBILITY

You will use this site in a manner consistent with any, and all, applicable laws, legislation, rules and regulations. If you violate any restrictions in these terms, you agree to indemnify **WILDFLOWER ROOT** for any losses, costs or damages, including reasonable legal fees, incurred by **WILDFLOWER ROOT** in relation to, or arising out of, such a breach.

2. ACCEPTANCE OF TERMS

These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you" or "your" or "user") and **WILDFLOWER ROOT WELLNESS** ("WILDFLOWER ROOT", "we", "us" or "our"), concerning your access to and use of the website. You agree that by accessing the Site, you have read, understood, and agree to be bound by the terms and conditions and Privacy Policy incorporated. **IF YOU DO NOT AGREE WITH ALL OF THESE TOU, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.**

In these Terms, "you" and "your" refer to the individual or entity that uses the Site, or Services. "We", "us", or "our" refer to **WILDFLOWER ROOT**. In addition, in these Terms, unless the context requires otherwise, words in one gender include all genders and words in the singular include the plural and vice-versa.

3. ABOUT WILDFLOWER ROOT SERVICES

WILDFLOWER ROOT is dedicated to empowering individuals to achieve optimal health and wellness through personalized coaching and guidance. Our mission is to provide comprehensive wellness solutions that address both physical and mental well-being, helping our clients live their best lives. We believe that true wellness is achieved through a holistic approach that encompasses nutrition, lifestyle, and mindset. We understand that each individual is unique, and our wellness coaching services are tailored to meet the specific needs and goals of every client.

What We Offer

- **Personalized Wellness Assessments:** We offer comprehensive wellness assessments that include laboratory testing to identify potential health imbalances and deficiencies. Based on the results, we provide personalized recommendations for supplements, dietary changes, and lifestyle modifications to support optimal health.
- **Customized Coaching Plans:** Our certified wellness coaches work closely with clients to develop customized coaching plans that address their specific health concerns and goals. Whether you're looking to manage stress, improve digestion, boost energy levels, or achieve weight loss, we're here to support you every step of the way.

- **Ongoing Support and Accountability:** We believe that lasting change requires ongoing support and accountability. That's why we offer regular coaching sessions, check-ins, and follow-ups to ensure that our clients stay motivated and on track towards their wellness goals.

Online and Offline Services

While our primary focus is on providing online wellness coaching services, we also offer the flexibility of offline consultations for clients who prefer face-to-face interactions. Whether you're located locally or halfway across the globe, we're committed to delivering high-quality wellness solutions that meet your needs.

4. BOOKING A SESSION

This section governs the terms and conditions applicable to the booking of wellness coaching sessions ("Sessions") through www.wildflowerroot.com. By booking a Session through the Website, you agree to be bound by the terms and conditions set forth herein.

4.1 Booking Process

4.1.1. **Availability:** Sessions are subject to availability and may be booked through the Website subject to the availability of time slots.

4.1.2. **Booking Procedure:** To book a Session, users must select an available time slot on the Website's booking platform and provide the required information, including but not limited to name, contact details, and payment information (if applicable).

4.1.3. **Confirmation:** Upon successful booking, users will receive a confirmation email or notification confirming the details of the booked Session. It is the user's responsibility to ensure the accuracy of the information provided during the booking process.

4.1.4. **Fees:** The fees for Sessions, if applicable, will be clearly stated on the Website's booking platform. Users are required to pay the applicable fees at the time of booking unless alternative arrangements have been made with WILDFLOWER ROOT.

4.1.5. **Payment Methods:** Payments for sessions or any products can be done with the use of **PayPal, Credit/Debit cards, Venmo etc.** By providing a credit card or other payment method that we accept, you represent and warrant that you are authorized to use the designated payment method and that you authorize us (or our third-party payment processor) to charge your payment method for all charges you incur for the purchase of any Subscriptions or other Products (including any applicable taxes and other charges) (each such purchase, an "Order"). You are responsible for, and agree to pay, all such charges. If we or our third-party payment processor cannot obtain authorization for charges to your payment method or if any amounts you authorize us to charge to your payment method are reversed or charged back for any reason, we may, at our option, in addition to any other remedies: cancel or suspend any undelivered portion of your Orders, make second and/or subsequent attempts to charge your payment method, and/or use any other lawful means to collect payment on any outstanding amounts due to us. You will remain responsible to pay all applicable charges for all Orders. You agree to provide and keep current a valid payment method. However, your failure to do so shall not constitute cancellation of any Order.

4.1.6. **Refunds:** Refunds for cancelled or rescheduled Sessions, if applicable, will be subject to the refund policy of WILDFLOWER ROOT. Users are encouraged to review our refund policy before booking a Session.

5. CANCELLATION AND RESCHEDULING

5.1. **Cancellation by User:** A booked Session can be cancelled or rescheduled within 48 hours of its scheduled start time. User accepts and recognizes that if cancellation is done within the limit authorized, WILDFLOWER ROOT will gladly offer 70% of the booking price. SAVE whatever logistical costs we could have spent while attempting to organize your scheduled appointment. If a user does not cancel within 48 hours, we will not provide a refund. We understand that unforeseen circumstances may arise, and we strive to accommodate our clients' needs to the best of our ability. However, to ensure the smooth operation of our scheduling system and to minimize disruptions to other clients, we kindly request that notice of cancellation or rescheduling be provided within the timeframe specified in this terms and conditions. This allows us to effectively manage our resources and offer alternative time slots to other clients.

5.2. **Cancellation by WILDFLOWER ROOT:** While we make every effort to uphold scheduled Sessions, we reserve the right to cancel or reschedule Sessions at its discretion. We understand the importance of respecting our clients' time and will only exercise this right under exceptional circumstances, such as unforeseen emergencies or situations beyond our control. In the event of such cancellation or rescheduling, we will notify affected users as soon as reasonably practicable and make every effort to provide alternative arrangements that accommodate the client's schedule. We value transparency and strive to maintain open communication with our clients to ensure a positive booking experience.

6. ATTENDING A SESSION

6.1. **Timeliness:** Users are expected to arrive promptly for their scheduled Sessions. Late arrivals may result in a shortened Session duration at the discretion of the wellness coach.

6.2. **Cooperation:** Users are expected to cooperate with the wellness coach and adhere to any instructions or guidelines provided during the Session.

7. FTC Affiliate Marketing Disclosure

(a) The Sites may include several affiliate links, such as EquLife and Amazon, to items or services for which we may get a commission or other revenue if you make a purchase through the link.

(b) Any affiliate links on the Sites will be clearly disclosed as such. Your use of affiliate links on the Sites is subject to our Affiliate Marketing Disclosure.

8. EXCLUSION OF LIABILITY FOR EXTERNAL LINKS

The Website may provide links to external Internet sites. **WILDFLOWER ROOT hereby** declares explicitly that it has no influence on the layout or content of linked pages and dissociates itself expressly from all contents of all linked pages of third parties. **WILDFLOWER ROOT** shall not be liable for the use or content of Internet sites that link to this site or which are linked from it. Our **privacy and cookie notice** do not apply to any collection and processing of your personal data on or through such external sites.

9. INTELLECTUAL PROPERTY

Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, foreign jurisdictions, and international conventions. The Content and the Marks are provided on the Site "AS IS" for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, the Content, and the Marks.

10. YOUR REPRESENTATIONS

By using the Site, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Terms of Use (4) you are not under the age of 18; (5) you are not a minor in the jurisdiction of which you reside, or if a minor, you have received parental permission to use the Site; (6) you will not access the Site through automated or non-human means, whether through a bot, script, or otherwise; (7) you will not use the Site for any illegal or unauthorized purpose and (8) your use of the Site will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

11. ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or timelier sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site, including these Terms of Service and the Privacy Policy.

12. INDEMNIFICATION.

To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless WILDFLOWER ROOT, and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (individually and collectively, the “WILDFLOWER ROOT Parties”), from and against all actual or alleged WILDFLOWER ROOT Party or third party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys’ fees and expenses) and costs (including, without limitation, court costs, costs of settlement and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, “Claims”), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (a) your use or misuse of the Sites, Content or Services, (b) any Feedback you provide, (c) your violation of these Terms, (d) your violation of the rights of another, (e) any third party’s use or misuse of the Site or Services provided to you and (f) any User Content you create, post, share or store on or through the Site or our pages or feeds on third party social media platforms. You agree to promptly notify WILDFLOWER ROOT of any third-party Claims and cooperate with the WILDFLOWER ROOT Parties in defending such Claims. You further agree that the WILDFLOWER ROOT Parties shall have control of the defense or settlement of any third-party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and WILDFLOWER ROOT.

13. PROHIBITED USES

You may not access or use the Site for any purpose other than that for which we make the available. The site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Site, you agree not to:

1. Make any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretences.
2. Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein.
3. Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as (but not limited to) user passwords.
4. Make improper use of our support services or submit false reports of abuse or misconduct.
5. Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
6. Interfere with, disrupt, or create an undue burden of the Site or the networks or services connected to the Site.
7. Attempt to impersonate another user or person or use the username of another user.

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8. Use any information obtained from the Site in order to harass, abuse, or harm another person.
9. Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
10. Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.
11. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you.
12. Delete the copyright or other proprietary rights notice from any Content.
13. Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
14. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any parties' functions, operation, or maintenance of the Site.
15. Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or pcms").
16. Except as may be the result of standard search engine or Internet browser usage, use launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software.
17. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.
18. Use the Site in a manner inconsistent with any applicable laws or regulations.
19. Use content without proper attribution
20. Use content in a fashion that does not comply with the content's specific licensing

14. **WEBSITE DISCLAIMERS.**

Your access to and use of the services and content provided on the site are at **YOUR OWN RISK**. You understand and agree that the Services are provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, to the maximum extent permitted under applicable law, (WILDFLOWER ROOT ENTITIES are WILDFLOWER ROOT founders, officers, directors, employees, agents, representatives, and partners) **DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, and OR NON-INFRINGEMENT.**

15. **CHANGES**

If **WILDFLOWER ROOT** decides to change these general terms and conditions, we will post the changed terms and conditions on the Website. You are advised to regularly check whether they have changed. Existing contracts will not be affected by such changes.

16. **GOVERNING LAW AND JURISDICTION**

This general terms and conditions in relation to the use of the site is hereby governed by, and constructed and enforced in accordance with the laws of **South Dakota**. The competent courts in **South Dakota** shall have the exclusive jurisdiction to resolve any dispute between you and **WILDFLOWER ROOT**.