

## Terms and Conditions

Last Updated: November 15, 2024

Welcome to Mindfully Refreshed Wellness ("we," "us," or "our"). By accessing or using our website [www.mindfullyrefreshed.com] and related services, including mindfulness coaching, wellness classes, and other resources, you agree to comply with and be bound by these Terms and Conditions. If you do not agree with these terms, please do not use our website or services.

### 1. Acceptance of Terms

By accessing our website or using our services, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions, as well as our Privacy Policy. We reserve the right to update these terms at any time. Any changes will be posted on this page, and your continued use of our website constitutes your acceptance of the updated terms.

### 2. Services Offered

Mindfully Refreshed Wellness provides wellness services, including mindfulness coaching, yoga classes, meditation sessions, and mental health resources. All services are offered for general wellness and educational purposes and are not a substitute for professional medical or mental health advice, diagnosis, or treatment. Please consult a qualified healthcare professional before making decisions related to your health.

### 3. User Accounts

To access certain features of our website or book services, you may be required to create an account. You agree to provide accurate, complete, and up-to-date information when creating an account. You are solely responsible for maintaining the confidentiality of your account credentials and for any activities that occur under your account. We reserve the right to suspend or terminate your account if we suspect any unauthorized use or breach of these Terms.

### 4. Payments and Cancellations

All payments for services, including coaching sessions and wellness classes, are processed securely through our third-party payment provider. By booking a service, you agree to pay the listed fees. Cancellations must be made at least 24 hours in advance to receive a refund. No-shows or cancellations made within 24 hours of the scheduled service will not be refunded.

### 5. Intellectual Property

All content on our website, including text, graphics, logos, videos, and downloadable resources, is the property of Mindfully Refreshed Wellness or its content suppliers and is protected by copyright and other intellectual property laws. You may not reproduce, distribute, or transmit any content without our prior written consent.

## 6. Disclaimer of Warranties

Our website and services are provided "as is" and "as available," without any warranties of any kind, either express or implied. We do not guarantee that our website will be uninterrupted, secure, or error-free. To the fullest extent permitted by law, we disclaim all warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement.

## 7. Limitation of Liability

To the fullest extent permitted by law, Mindfully Refreshed Wellness shall not be liable for any direct, indirect, incidental, special, or consequential damages arising from your use of our website or services, including but not limited to loss of profits, data, or other intangible losses, even if we have been advised of the possibility of such damages.

## 8. Third-Party Links

Our website may contain links to third-party websites that are not owned or controlled by Mindfully Refreshed Wellness. We are not responsible for the content, privacy policies, or practices of any third-party sites. Accessing these links is at your own risk, and we encourage you to review their terms and policies.

## 9. Indemnification

You agree to indemnify, defend, and hold harmless Mindfully Refreshed Wellness its officers, employees, agents, and affiliates from any claims, damages, losses, liabilities, and expenses (including legal fees) arising out of your use of our website, your violation of these Terms, or your infringement of any third-party rights.

## 10. Governing Law

These Terms and Conditions are governed by and construed in accordance with the laws of the State of [insert state], without regard to its conflict of law principles. Any disputes arising out of or related to these Terms shall be resolved exclusively in the state or federal courts located in Omaha, NE.

## 11. Termination

We reserve the right to terminate or suspend your access to our website and services, without prior notice, if we determine that you have violated these Terms. Upon termination, all provisions of these Terms that should survive termination shall remain in effect, including intellectual property rights, indemnity, and limitation of liability.

## 12. Contact Information

If you have any questions about these Terms and Conditions, please contact us at:

Mindfully Refreshed Wellness

Email: [info@mindfullyrefreshed.com](mailto:info@mindfullyrefreshed.com)

Phone: 313-524-2256

Address: 8790 F Street, Omaha, NE 68127