



Wise Minded Wellness

Terms of Service

This website www.wisemindedwellness.com is operated by Wise Minded Wellness, LLC. Throughout this website, the terms (“we,” “us” and “our”) refer to Wise Minded Wellness, LLC. Wise Minded Wellness, LLC offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site, contacting or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/or contributors of content.

Please read this Terms of Service (“Terms,” “Terms of Service”) carefully before using our Website (the “Service”), as the Terms of Service contains important information regarding limitations of our liability. Your access to and use of this Website is conditional upon your acceptance of and compliance with these Terms. These Terms apply to everyone, including but not limited to visitors, users and others, who wish to access and use the Website.

By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services.

General Conditions

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a.) transmissions over various networks; and (b.) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

Purchases

If you are inclined to purchase any product or service made available through the Wise Minded Wellness website or in person at the Wise Minded Office location, you may be asked to supply certain personal identifying information necessary for your purchase, including but not limited to: Your name, address, phone number, email, credit card information, etc...

When buying an item or service you agree that (a.) you are responsible for reading the full service or item listing before you commit to buying it, (b.) you enter into a legally binding contract of item or service purchase when you commit to buying the item and you complete the check-out-payment process, (c.) you agree to the health and safety disclaimer for your service and/or item.

The prices Wise Minded Wellness charges for their services are listed on the website. In the future there may be certain items or products available on the website and/or in person at the Wise Minded Wellness office location and these said items pricing will also be listed on our website. We reserve the right to change our prices for services, products at any time and to correct pricing errors that may inadvertently occur.

Emails and Other Electronic Communications

Visiting our Website or sending emails to Wise Minded Wellness, LLC constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, via email and on our Website, satisfy any legal requirement that such communications be in writing.

Wise Minded Wellness, LLC would be pleased to communicate with you by email, and there are various places on this Website that provide you the ability to send an electronic communication to us. Any such email or other electronic communication, however, does not create a business relationship or any contractual relationship.

Please be aware that our website is not a secured email network under HIPPA guidelines. Therefore, if you choose to submit any personal or private information via email (our contact page, etc.), you have authorized and voluntarily consented to do so. You also understand by doing so, you agree to the use of an unsecured transmission method, and that our replies are sent are the same. Wise Minded Wellness, LLC is not liable for any HIPPA violations. In addition,

by choosing to email us, you agree NOT to hold Wise Minded Wellness, LLC responsible for any potential unauthorized use of your private personal information.

Errors, Inaccuracies and Omissions

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to service or product descriptions, pricing, promotions, offers, product shipping (charges, transit times and availability). We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice.

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law.

Wise Minded Wellness, LLC assumes no liability for the availability, errors or inaccuracies of the information, products or services provided on this Website. The inclusion or offering of any product or service on this Website does not constitute an endorsement or recommendation of such product or service by us.

Links to Third Party Websites and Services

The Website may contain links to other Websites (“Linked Websites”). The Linked Websites are not under the control of Wise Minded Wellness, LLC and Wise Minded Wellness, LLC is not responsible for the contents of any Linked Website, including without limitation any link contained in a Linked Website, or any changes or updates to a Linked Website. Wise Minded Wellness, LLC is providing these links to you only as a convenience.

Certain services made available via the Wise Minded Wellness website are delivered by third party Websites and organizations. By using any product, service, or functionality originating from the Website, you hereby acknowledge and consent that Wise Minded Wellness may share such information and data with any third party with whom the Company has a contractual relationship to provide the requested product, service or functionality on behalf of the Website’s users and customers.

Ownership of Intellectual Property, Business Name, Logos and Copyrights

The services and all content included as part of the Service therein or transferred thereby, including without limitation, such as text, graphics, logos, images, trademarks, service marks, as well as the compilation thereof, and software used on the Website, is the property of Wise

Minded Wellness, LLC and is protected by copyright and other laws that protect Intellectual Property Rights. You agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, reverse engineer, participate in transfer, publicly display, publicly perform, publish, or create derivative works, or in any way exploit any of the content or resources available, in whole or in part, found on the Wise Minded Wellness, LLC website.

You also agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

Wise Minded Wellness, LLC's content is not for resale. Wise Minded Wellness LLC's name, logo, slogan, and all related names, logos, product and service names, designs, and slogans are trademarks of Wise Minded Wellness or its affiliates or licensors. You must not use such marks without the prior written permission of Wise Minded Wellness. All other names, logos, product and service names, designs and slogans on www.wisemindedwellness.com are trademarks of their respective owners.

Right to Suspend or Cancel User Accounts

We may permanently or temporarily terminate or suspend your access to the website service or services at Wise Minded Wellness, LLC without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms or any applicable law or regulations. You may discontinue use and request to cancel your account and/or any services at any time.

Indemnification

You agree to indemnify and hold Wise Minded Wellness, LLC harmless from any demands, loss, liability, claims or expenses (including attorneys' fees) made against them by any third party due to, or arising out of, or in connection with your use of the website or any of the services offered on this website.

Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall Wise Minded Wellness, LLC be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use the service.

Changes to Terms of Service

Wise Minded Wellness may revise, update or replace any part of these Terms of Service periodically by posting updates and/or changes to our website. All changes are effective immediately when we post them. Therefore, you should review these pages periodically. When we change the Terms in a material manner, we will notify you that material changes have been made to the Terms. Your continued access or use of this Website or our service after any such revision and posting of revised Terms of Service constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future revisions of the Terms, do not use or access (or continue to access) the website and/or the service.

Promotional Emails and Content

You agree to receive from time-to-time promotional messages and materials from Wise Minded Wellness, LLC by mail, email, or any other contact form you may provide us with (including your phone number for calls or text messages). If you do not want to receive such promotional materials or notices – Please notify us at any time at: suzanne@wisemindedwellness.com or you may also click “unsubscribe” at the bottom of our email newsletters.

Preference of Law and Dispute Resolution

These Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the services, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of Minnesota and Wisconsin without respect to its conflict of laws principles. Any and all such claims and disputes shall be brought in, and you hereby consent to them being decided exclusively by a court of competent jurisdiction located in Minnesota or Wisconsin. The application of the United Nations Convention of Contracts for the International Sale of Goods is hereby expressly excluded.

Customer Support Details, Questions and Contact Information

If you have questions about our Terms of Service, or if you need customer support assistance, please contact us at: Suzanne@wisemindedwellness.com. Wise Minded Wellness, LLC reserves the right to contact our website platform for troubleshooting of any website issues that may arise.