

TOTAL CARE CHIROPRACTIC INTEGRATIVE WELLNESS CENTER LLC: TERMS AND CONDITIONS

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TERMS AND CONDITIONS

The Website Standard Terms And Conditions contained herein on this webpage, shall govern your use of this Website, including all pages within this Website (collectively referred to herein below as this "Website"). These Terms apply in full force and effect to your use of this Website and by using this Website, you expressly accept all terms and conditions contained herein in full. You must not use this Website, if you have any objection to any of these Website Standard Terms And Conditions.

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agree not to change or delete any proprietary notices from materials downloaded from the Website.

TRADEMARKS

All trademarks, service marks and trade names of WINNERS in Diabetes Program and Total Care Chiropractic Integrative Wellness Center LLC used on the Website are trademarks or registered trademarks of Total Care Chiropractic Integrative Wellness Center LLC.

WARRANTY DISCLAIMER

This Website and the materials and products on this Website are provided “as is” and without warranties of any kind, whether express or implied. To the fullest extent permissible pursuant to applicable law, Total Care Chiropractic Integrative Wellness Center LLC disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement. Total Care Chiropractic Integrative Wellness Center LLC does not represent or warrant that the functions contained in the Website will be uninterrupted or error-free, that the defects will be corrected, or that this Website or the server that makes the Website available are free of viruses or other harmful components. Total Care Chiropractic Integrative Wellness Center LLC does not make any warranties or representations regarding the use of the materials in this Website in terms of their correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise. Some states do not permit limitations or exclusions on warranties, so the above limitations may not apply to you.

LIMITATION OF LIABILITY

Total Care Chiropractic Integrative Wellness Center LLC shall not be liable for any special or consequential damages that result from the use of, or the inability to use, the materials on this Website or the performance of the products, even if Total Care Chiropractic Integrative Wellness Center LLC 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.

FOR EDUCATIONAL AND INFORMATIONAL PURPOSES ONLY

The information provided in or through this Website is for educational and informational purposes only and solely as a self-help tool for your own use.

NOT MEDICAL LEGAL OR FINANCIAL ADVICE

Total Care Chiropractic Integrative Wellness Center LLC, and its associates, employees and consultants are not attorneys, accountants or financial advisors, nor are we holding ourselves out to be. The information contained in this Website is not intended to be a substitute for medical, legal or financial advice that can be provided by your own physician, attorney, accountant, and/or financial advisor. Although care has been taken in preparing the information provided to you, we 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 medical, 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 is not medical, legal or financial advice. **The information on this site is not intended or implied to be a substitute for professional medical advice, diagnosis or treatment.** All content, including text, graphics, images and information, contained on or available through this web site is for general information purposes only.

PERSONAL RESPONSIBILITY

You aim to accurately represent the information provided to us on or through our Website. You acknowledge that you are participating voluntarily in using our Website 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 this Website, and you agree to use your own judgment and due diligence before implementing any idea, suggestion or recommendation from our Website to your life, family or business.

CODE OF CONDUCT

You may not use Total Care Chiropractic Integrative Wellness Center LLC for any illegal or unauthorized purpose. In addition to the laws of the state of Kansas and United States government, you also agree to comply with all local laws that

apply to your use of the Website. You may not use the Website in any manner which could disable, overburden, damage, or impair the Website, or interfere with any other party's use and enjoyment of the Website. You agree that you are responsible for your own conduct and communications while using the Website and for any consequences of that use. You agree that when using the Website, 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. Total Care Chiropractic Integrative Wellness Center LLC reserves the right to remove individuals from our community in instances of misconduct.

NO GUARANTEES

Total Care Chiropractic Integrative Wellness Center LLC 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. Total Care Chiropractic Integrative Wellness Center LLC 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 this Website.

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 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.

EARNINGS DISCLAIMER

Any earnings, income statements or examples shown through our Website are only estimates of what might be possible now or in the future. There can be no assurance as to any particular financial outcome based on the use of our Website. You agree that Teresa Volner or Total Care Chiropractic Integrative Wellness Center LLC are not responsible for your earnings, 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.

INDEMNIFICATION AND RELEASE OF CLAIMS

You hereby fully and completely hold harmless, indemnify and release Total Care Chiropractic Integrative Wellness Center LLC 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 Website.

ERRORS AND OMISSIONS

Although every effort is made to ensure the accuracy of information shared on or through this Website, the information may inadvertently contain inaccuracies or typographical errors. You agree that Total Care Chiropractic Integrative Wellness Center LLC is not responsible for the views, opinions, or accuracy of facts referenced on or through the Website, or of those of any other individual or company affiliated with our business or Teresa Volner in any way. Because scientific, technology and business practices are constantly evolving, you agree that Total Care Chiropractic Integrative Wellness Center LLC is not responsible for the accuracy of our Website, or for any errors or omissions that may occur.

NO ENDORSEMENT

References or links in our Website to the information, opinions, advice, programs, products or services of any other individual, business or entity does not constitute our formal endorsement. Total Care Chiropractic Integrative Wellness Center LLC is merely sharing information for your own self-help. Total Care

Chiropractic Integrative Wellness Center LLC 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 Website. Conversely, should our Website link appear in any other individuals, businesses or entities Website, program, product or services, it does not constitute our formal endorsement of them, their business or their Website either.

AFFILIATES

From time to time, we may promote, affiliate with, or partner with other individuals or businesses whose programs, products and services align with Total Care Chiropractic Integrative Wellness Center LLC. 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. Total Care Chiropractic Integrative Wellness Center LLC 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 Total Care Chiropractic Integrative Wellness Center LLC is not liable in any way for any program, product or service that may be promoted, marketed, shared or sold on or through our Website.

VARIATION

Total Care Chiropractic Integrative Wellness Center LLC 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

Total Care Chiropractic Integrative Wellness Center LLC offers support to our clients and a complaints 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 Total Care Chiropractic Integrative Wellness Center LLC. Please let us know if you have any complaints or comments at info@totalcarechiro.com.

SEVERABILITY

If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

ENTIRE AGREEMENT

These Terms, including any legal notices and disclaimers contained on this Website, constitute the entire agreement between Total Care Chiropractic Integrative Wellness Center LLC and you in relation to your use of this Website, and supersede all prior agreements and understandings with respect to the same. By using our Website you are agreeing to all parts of the above Disclaimer. If you have any questions about this Disclaimer, please contact info@totalcarechiro.com.

TOTAL CARE CHIROPRACTIC INTEGRATIVE WELLNESS CENTER LLC – PRIVACY POLICY

This page informs you of our policies regarding the collection, use and disclosure of Personal Information we receive from users of the Website. We use your Personal Information only for providing and improving the Website. By using the Website, you agree to the collection and use of information in accordance with this policy.

WHAT IS CONSIDERED PERSONAL INFORMATION?

Personal information refers to information such as your name, address, email address, geographic location, purchase history, gender, credit card information and browsing habits on our site.

WHAT INFORMATION DO WE COLLECT?

We collect information from you when you register on the site, place an order, enter a contest or sweepstakes, respond to a survey or communication such as e-mail, or participate in another site feature. We also collect information about gift recipients so that we can fulfill the gift purchase. When ordering or registering, we may ask you for your name, e-mail address, mailing address, phone number, credit card information or other information. You may, however, visit our site anonymously.

Like many websites, we use cookies to enhance your experience and gather information about visitors and visits to our websites. Please refer to the “do we use cookies” section below for information about cookies and how we use them.

WE MAY PROCESS THE FOLLOWING CATEGORIES OF PERSONAL DATA ABOUT YOU:

- **Communication Data** that includes any communication that you send to us whether that be through the contact form on our website, through email, text, social media messaging, social media posting or any other communication that you send us. We process this data for the purposes of communicating with you, for record keeping and for the

establishment, pursuance or defense of legal claims. Our lawful ground for this processing is our legitimate interests which in this case are to reply to communications sent to us, to keep records and to establish, pursue or defend legal claims.

- **Customer Data** that includes data relating to any purchases of goods and/or services such as your name, title, billing address, delivery address, email address, phone number, contact details, purchase details and your card details. We process this data to supply the goods and/or services you have purchased and to keep records of such transactions. Our lawful ground for this processing is the performance of a contract between you and us and/or taking steps at your request to enter into such a contract.
- **User Data** that includes data about how you use our website and any online services together with any data that you post for publication on our website or through other online services. We process this data to operate our website and ensure relevant content is provided to you, to ensure the security of our website, to maintain back-ups of our website and/or databases and to enable publication and administration of our website, other online services and business. Our lawful ground for this processing is our legitimate interests which in this case are to enable us to properly administer our website and our business.
- **Technical Data** that includes data about your use of our website and online services such as your IP address, your login data, details about your browser, length of visit to pages on our website, page views and navigation paths, details about the number of times you use our website, time zone settings and other technology on the devices you use to access our website. The source of this data is from our analytics tracking system. We process this data to analyze your use of our website and other online services, to administer and protect our business and website, to deliver relevant website content and advertisements to you and to understand the effectiveness of our advertising. Our lawful ground for this processing is our legitimate interests which in this case are to enable us to properly administer our website and our business and to grow our business and to decide our marketing strategy.
- **Marketing Data** that includes data about your preferences in receiving marketing from us and our third parties and your communication preferences. We process this data to enable you to partake in our promotions such as sales offers, affiliate offers, free contests with give-aways, to deliver relevant website content and advertisements to

you and measure or understand the effectiveness of this advertising. Our lawful ground for this processing is our legitimate interests which in this case are to study how customers use our products/services, to develop them, to grow our business and to decide our marketing strategy.

- We may use **Customer Data, User Data, Technical Data and Marketing Data** to deliver relevant website content and advertisements to you (including Facebook adverts or other display advertisements) and to measure or understand the effectiveness of the advertising we serve you. Our lawful ground for this processing is legitimate interests which is to grow our business. We may also use such data to send other marketing communications to you. Our lawful ground for this processing is either consent or legitimate interests (namely to grow our business).

SENSITIVE DATA

We do not collect any Sensitive Data about you. Sensitive data refers to data that includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership. We do not collect any information about criminal convictions and offenses.

MEDICAL DATA

We do not share any personal medical data collected without written consent. Otherwise, this data is only used for research statistical purposes.

MARKETING COMMUNICATIONS

Our lawful ground of processing your personal data to send you marketing communications is either your consent or our legitimate interests (namely to grow our business).

Under the Privacy and Electronic Communications Regulations, we may send you marketing communications from us if (i) you made a purchase or asked for information from us about our goods or services or (ii) you agreed to receive marketing communications and in each case you have not opted out of receiving such communications since. Under these regulations, if you are a limited company, we may send you marketing emails without your consent. However you can still opt out of receiving marketing emails from us at any time.

You can ask us or third parties to stop sending you marketing messages at any time simply by unsubscribing from emails via the unsubscribe button which can be found at the bottom of each email or by sending INFO@TOTALCARECHIRO.COM an email with your request to stop receiving emails.

If you opt out of receiving marketing communications this opt-out does not apply to personal data provided as a result of other transactions, such as purchases, warranty registrations etc.

DISCLOSURE OF YOUR PERSONAL DATA:

We may have to share your personal data with the parties set out below:

- Service providers who provide IT and system administration services.
- Professional advisers including lawyers, bankers, auditors and insurers.
- Government bodies that require us to report processing activities.
- 3rd party technology platforms and advertisers that support the running and growth of Total Care Chiropractic Integrative Wellness Center LLC.

We require all third parties to whom we transfer your data to respect the security of your personal data and to treat it in accordance with the law. We only allow such third parties to process your personal data for specified purposes and in accordance with our instructions.

HOW DO WE USE YOUR INFORMATION?

We may use the information we collect from you when you register, purchase products, enter a contest or promotion, respond to a survey or marketing communication, surf the website, or use certain other site features in the following ways:

To personalize your site experience and to allow us to deliver the type of content and product offerings in which you are most interested.

To allow us to better service you in responding to your customer service requests.

To quickly process your transactions.

To administer a contest, promotion, survey or other site feature.

If you have opted-in to receive our email newsletter, free challenges, or a free ebook, we will send you educational and marketing emails.

If you would no longer like to receive promotional email from us, please refer to the “How can you opt-out, remove or modify information you have provided to us?” section below.

If you have not opted-in to receive email newsletters, you will not receive these emails.

Visitors who register or participate in other site features such as marketing programs and ‘members-only’ content will be given a choice whether they would like to be on our email list and receive e-mail communications from us.

DATA SECURITY

We have put in place security measures to prevent your personal data from being accidentally lost, used, altered, disclosed, or accessed without authorisation. We also allow access to your personal data only to those employees and partners who have a business need to know such data. They will only process your personal data on our instructions and they must keep it confidential.

We have procedures in place to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach if we are legally required to.

DATA RETENTION

We will only retain your personal data for as long as necessary to fulfill the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

When deciding what the correct time is to keep the data for we look at its amount, nature and sensitivity, potential risk of harm from unauthorized use or disclosure, the processing purposes, if these can be achieved by other means and legal requirements.

For tax purposes the law requires us to keep basic information about our customers (including Contact, Identity, Financial and Transaction Data) for seven years after they stop being customers.

In some circumstances we may anonymise your personal data for research or statistical purposes in which case we may use this information indefinitely without further notice to you.

COOKIES

As you browse Total Care Chiropractic Integrative Wellness Center LLC, advertising cookies will be placed on your computer so that we can understand what you are interested in. Cookies are files with a small amount of data, which may include an anonymous unique identifier. Cookies are sent to your browser from a web site and stored on your computer's hard drive. To opt out of cookies, find and select the settings tab of your internet browser and click "block third party cookies and site data" or de-select the "accept cookies" box.

ORDERING PRODUCTS ON OUR SITE

We will request information from you on our order forms for purchase of products. To buy from us, you must provide contact information (like name and shipping address) and financial information (like credit card number, expiration date). This information is used for billing purposes and to fill your orders. If we have trouble processing an order, we'll use this information to contact you.

HOW DO WE PROTECT VISITOR INFORMATION?

We implement a variety of security measures to maintain the safety of your personal information. Your personal information is contained behind secured networks and is only accessible by a limited number of persons who have special access rights to such systems, and are required to keep the information confidential. When you place orders or access your personal information, we offer the use of a secure server. All sensitive/credit information you supply is transmitted via Secure Socket Layer (SSL) technology and then encrypted into our databases to be only accessed as stated above.

DO WE DISCLOSE THE INFORMATION WE COLLECT TO OUTSIDE PARTIES?

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information unless we provide you with advance notice, except as described below. It does not include website hosting partners and other parties who assist us in operating our website, conducting our business, or servicing you, so long as those parties agree to keep this information confidential. We may also release your information when we believe release is appropriate to comply with the law, enforce our site policies, or protect ours or others' rights, property, or safety.

However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

HOW CAN YOU OPT-OUT, REMOVE OR MODIFY INFORMATION YOU HAVE PROVIDED TO US?

To modify your email subscriptions, you can find an unsubscribe link at the bottom of each email. Please note that due to email production schedules you may receive any emails already in production. Please note that we may maintain information about an individual sales transaction in order to service that transaction and for record keeping.

THIRD PARTY LINKS

In an attempt to provide you with increased value, we may include third party links on our site. These linked sites have separate and independent privacy policies. We, therefore, have no responsibility or liability for the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our site and welcome any feedback about these linked sites (including if a specific link does not work).

YOUR ACCESS TO AND CONTROL OVER INFORMATION

You may opt out of any future contacts from us at any time. You can do the following at any time by contacting us via the email address or phone number given on our website:

- See what data we have about you, if any.
- Change/correct any data we have about you.
- Have us delete any data we have about you.
- Express any concern you have about our use of your data.

CHANGES TO OUR POLICY

If we decide to change our privacy policy, 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 May 22, 2022.

ONLINE PRIVACY POLICY

This privacy policy refers only to information collected through our websites, and does not apply to information collected in person at events, coaching calls or social media.

YOUR CONSENT

In using our site, you agree to our privacy policy.

QUESTIONS AND FEEDBACK

We welcome your questions, comments, and concerns about privacy. Please send us any and all feedback pertaining to privacy, or any other issue via email at: Info@totalcarechiro.com.

TOTAL CARE HEALTH SOLUTIONS

WINNERS IN DIABETES: PUT DIABETES INTO REMISSION FOREVER! A TOTAL 90 DAY PROGRAM FOR REDUCING DIABETES RISK

Program Policies

1. Ongoing access to the Content Hub
2. Access to the program specific Facebook group for duration of program only
3. Call Cancellation/No show
4. Decline payment
5. Office Hours/Customer service
6. Complaints/Communication
7. Discounts

Ongoing Access

- During the 12 Weeks of the WINNERS in Diabetes program (aka the program), access to all components listed will be open:
 - Learning lessons as educational videos for you to watch or listen to at your convenience throughout the program.
 - Personal coaching sessions: There are three personal coaching sessions that are part of the program. One call is for onboarding and review of personal goals. The second call is for DNA results and how to incorporate them into your personal program. The third personal coaching call is for the last month of the program. All coaching calls must be scheduled so that there is ample time allotted for them.
 - Group coaching calls which last approximately 1 ½ hours are available for participants to join for 12 weeks. Participants will be able to submit questions and/or challenges to be answered on the coaching call even if you cannot make the call times. The recordings of the call will appear in the WINNERS Facebook page. The calls will be both through Zoom and Facebook. Participants can view them at their convenience. <https://www.facebook.com/groups/1270219600128361>
<https://zoom.us/j/92629391076>
 - WINNERS Facebook private group page. This is our best communication tool. This is where questions, frustrations, and successes are posted and/or communicated to corporate by private message. Access to the dedicated Facebook page for the WINNERS in Diabetes program will be ongoing, even after the 12 weeks end, for a small fee.
- After the 12 Weeks of the WINNERS in Diabetes Program.
 - Access to the dedicated private WINNERS Facebook page will be open to graduated WINNERS members only for a monthly fee of \$30.00. This allows for ongoing learning and coaching information via the new members and the WINNERS Facebook page administrators and moderators.
 - Personal coaching calls are available by appointment only and the cost for them are outlined in the last module of the program. Currently the fee is \$90 per hour and to prepay for 10 1- hour sessions are \$850. All fees are subject to change and

information as to the change will be posted here as well as communicated to you when appointments and inquiries are made.

Call Cancellation/No Show

- For scheduled personal coaching calls within the 12 week program: Cancellations and rescheduling must be made 24 hours before the scheduled call time in order to retain the ability to have that coaching call. Multiple reschedules will also forfeit or lose the ability to have that coaching call.
- For personal coaching calls after the 12 week program: Each appointment is prepaid. Cancellations of a prepaid coaching call must occur 48 hours prior to the appointment. If multiple cancellations occur then the appointment is considered used and no refund for that appointment will be given. Each case is considered individually concerning refunds.
- No shows to an appointment without explanation or notice will forfeit the session and no refund will be given.
- Missed group sessions can be seen as a recording, as long as technology cooperates, in the dedicated Facebook page for the WINNERS in Diabetes program. If there is a technological glitch in recording the question that you needed answered, it will be covered in the next coaching call.
- Coaching calls are scheduled via the online calendar found at <https://drteresavolnerappointmentscheduler.as.me/>.

Declined Payment

- Remove all applicable program access when a payment has not been completed.

Office Hours/Customer Service

- Dedicated email for customer service: support@totalcarehealthsolutions.com
- Customer Support response time within 24-48 hours of receipt of email.
- Customer Support hours are on Tuesdays or Thursdays between 9 a.m. and 4 p.m.
- Office hours are Monday through Friday 9 a.m. through 5 p.m.

Complaints/Communication

- Not everyone or everything is perfect. If you do have a complaint or concern with the program or other aspect of Total Care Health Solutions LLC, feel free to share it via email at support@totalcarehealthsolutions.com. Please allow adequate time to respond. The more difficult the situation, the longer it takes to work out a win-win response.
- We are here in order to serve you. Our professionalism requires that we respond with communication within 24 to 48 hours but a solution to the communication you have sent might take longer to work out.

Discounts

- Currently we are working on a scholarship program that enables us to supplement the cost of the program for those who qualify. It isn't in place yet. Applications will be required if and when the scholarship program exists.