



Online Program Waiver: Heart Steps Foundational Program

This Terms of Use Agreement and Considerations ("Agreement") constitutes a legal agreement between you and Dr. Olivia Greenspan, ND ("Owner"), the creator, owner, and operator of Heart Steps Foundational Program ("Program") and the owner and operator of the membership portal. It states the terms and conditions under which you may access and use the Program and Portal and all written and other materials displayed or made available through the Program and Portal, including, without limitation, articles, text, photographs, images, illustrations, audio clips, video clips, computer software, and code (the "Content").

Health & Medical Disclaimer

This Program and Portal is not meant to address medical emergencies and also does not provide medical advice. If you have a medical emergency, please call your physician, another qualified healthcare provider, call 911, or go to the emergency department at a nearby hospital.

The Program provides general information, which is not medical advice; the information provided in the Program is for informational purposes only. Always seek the advice of your doctor or other qualified and licensed healthcare provider in your jurisdiction concerning your health, health concerns, and any information presented in the Program and any medical condition you believe may be relevant to you or to someone else. Always consult with your physician or other qualified healthcare provider before embarking on a new treatment, diet, or fitness program. Information obtained on the Website is not exhaustive and does not cover all diseases, ailments, conditions, treatments, and nuances associated with health. The use of the Program does not construe a naturopathic doctor-patient relationship between you or anyone else with the Owner.

No Guarantees are Provided

The Owner is providing information through this Program for informational purposes only. The use of the Program and Content does not constitute a naturopathic doctor-patient relationship. The Owner cannot predict outcomes and does not guarantee results or specific outcomes using the Program or Content.

Email Subscription

When you provide your name and email address to the Program in order to receive information, you are giving your consent for the Owner to email you and you will be added to the Owner's email list. You are able to withdraw your consent to receive emails from the Owner at any time by clicking the "opt out" or "unsubscribe" button contained within the emails or by contacting the Owner at olivia@oliviagreenspan.ca.

Refunds

All sales through the Website and through Dr. Olivia Greenspan, ND are final sale unless stated otherwise. Any reversal of payment, payment cancellation, chargeback, or chargeback threat is considered a breach of these Terms of Use. In the event of a reversal of payment, payment



cancellation, a chargeback, or a chargeback threat, the Owner reserves the right to report the incident to credit reporting agencies.

Indemnity

You agree to indemnify, defend, and hold harmless the Owner and its officers, directors, employees, agents, licensors, and their respective successors and assigns, from and against any and all claims, demands, liabilities, costs, or expenses whatsoever, including, without limitation, legal fees and disbursements, resulting directly or indirectly from (i) your breach of any of the terms and conditions of this Agreement; (ii) your access to, use, misuse, reliance upon, or inability to access or use the Website, the Content, or any website to which the Program is or may be linked to from time to time or; (iii) your use of, reliance on, publication, communication, distribution, uploading, or downloading of anything (including the Content) on or from the Program.

Copyright

The Content is protected by copyright law and is owned by the Owner and its licensors, or the party accredited as the provider of the Content. Any use of the Content, including transmission, presentation, modification, republication, or other exploitation of the Website or its Content is prohibited without express prior consent of the Owner except as granted in the limited licence herein.

Software License & Ownership

All and any software located on or embedded in the Program is protected by copyright and may be protected by other rights. This software ("Software") may include without limitation all computer code of all types including all files and/or images contained in or generated by such Software. All such software is owned by the Owner, its licensors, or party accredited with ownership of such Software. You are hereby granted the right to access and use the Software embedded and integrated into the Program and Portal, subject to the terms and conditions of this Agreement and any additional conditions which may be imposed on your access and use of such software. Other than the limited license granted herein, nothing contained in the Program shall be construed as granting you any right, title, interest, or other license in or to any Software embedded or integrated into the Program or made available for download from the Portal.

Limitation of liability

In no event shall the Owner, their officers, directors, employees, agents, licensors, and their respective successors and assigns be liable for damages of any kind, including, without limitation, any direct, special, indirect, punitive, incidental, or consequential damages including, without limitation, any loss or damages in the nature of, or relating to, lost business, medical injury, personal injury, wrongful death, improper diagnosis, inaccurate information, improper treatment, or any other loss incurred in connection with your use, misuse, or reliance upon the Website or the Content, or your inability to use the Website, regardless of the cause and whether arising in contract (including fundamental breach), tort (including negligence), or otherwise. The foregoing limitation shall apply even if the Owner knew of or ought to have known of the possibility of such damages. The Owner also expressly disclaims any and all liability for the acts, omissions, and conduct of any third-party user of the Program, or any



advertiser or sponsor of the Program (“third-party”).

Limited License

You are granted a limited, non-transferable, and non-exclusive license to access, view, and use the Program and Portal for your personal non-commercial use. This access is subject to the terms and conditions of this Agreement. You are granted the right to download or print materials for personal, non-commercial use while agreeing to not change or delete any proprietary notices from materials downloaded from the Program. You are not granted the right to plagiarize any Content or deem it your own.

No endorsements

The Owner does not endorse any specific brands or have any affiliations with specific brands of products, services, procedures, or other information advertised in the Program. The Website contains links to third-party websites, which are provided as a convenience only and not as an endorsement by the Owner of any third-party website or the content thereof.

Use Prohibited Where Contrary to Law

Use of this Website is unauthorized in any jurisdiction where the Website or any of the Content may violate any laws or regulations. You agree not to access or use the Website in such jurisdictions. Compliance with all applicable laws or regulations are your responsibility and any contravention of this provision is entirely at your own risk.

Governing Law & Jurisdiction

The Program and Portal is operated by the Owner from their offices in Ontario, Canada. You agree that all matters relating to your access and use of the Program and its Content are governed by the laws of Ontario and Canada applicable therein, without regard to conflict of laws principles. You agree and hereby submit to the jurisdiction of the courts of the province of Ontario with respect to all matters relating to your access and use of the Program, Portal, and the Content as well as any dispute that may arise therefrom.

Rules of Conduct Regarding Submissions

When using any of the features of the Program or Portal which allow you to make Submissions, it is a condition of your use of the Program that you do not:

- (i) Restrict or inhibit any other user from using the Program or Portal, interfere or attempt to interfere with the proper workings of the Website, or imposes an unreasonable or disproportionately large load on the Website infrastructure;
- (ii) Post or transmit any obscene, defamatory, unlawful, criminal, or abusive information of any kind, or make any submission or encourage conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, provincial, territorial, national, or international law or regulation;
- (iii) Post or transmit any Submission which contains a virus or other harmful component;
- (iv) Post or transmit “junk mail”, unsolicited mass mailing, “spam”, or chain letters; and



(v) Post or transmit any Submission that violates or infringes upon the rights of others including an invasion of privacy, publicity rights, and intellectual property rights.

Modification to Website

The Owner reserves the right to modify or discontinue, temporarily or permanently, any time and from time to time any or all parts of the Program or Portal with or without notice to you. The Owner shall not have any liability to you or any third party for any modifications, suspension, or discontinuance of any or all parts of the Program. Since you have unlimited and 6 month access to the Program, you will have access to that content even if the program is moved to a different location from the Portal.

Waiver

Any consent to or waiver of a breach of this Agreement which you have committed, whether express or implied by the Owner, shall not constitute a consent to or waiver of any other, different or subsequent breach.

Severability

The unenforceability or invalidity of any provision of this Agreement or any covenant contained herein shall not affect the enforceability or validity of any other provision or covenant contained herein and any such invalid provision or covenant shall be deemed severable from the rest of this Agreement.

I have read, understood, and agreed to the terms laid out in this agreement

Participant's Signature

Date

Participant's Name (Please Print)