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KIRSTEN COBABE TERMS & CONDITIONS

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INTRODUCTION

Greetings, Friends! Welcome to kirstencobabe.com (the “**Website**”)! This Website is owned and operated by Kirsten Cobabe with support from her team (“**KC**,” “**we**,” or “**us**”). The term “**you**” refers to you, the user, viewer, client, or any person who in any way accesses the Website.

Please read these Terms & Conditions (“**Terms**”) carefully. These Terms are an agreement between you and KC and govern your actions on the Website and your use of its Content. We hope you enjoy navigating this Website and find it useful and informative!

Access Constitutes Consent: ANY PARTICIPATION IN THIS WEBSITE CONSTITUTES ACCEPTANCE OF THESE TERMS. IF YOU DO NOT AGREE AND/OR DO NOT WANT TO BE BOUND BY THESE TERMS, PLEASE DO NOT ACCESS OR USE THE WEBSITE OR ITS CONTENT.

When using this Website, not only are you subject to these Terms, you are also subject to our [Privacy Policy](#) and any posted guidelines or notices applicable to the Website or its Content, which may be posted and modified from time to time. All such guidelines and notices are hereby incorporated by reference into the Terms.

Amendments: KC reserves the right to amend these Terms at any time without notice. Any time you access the Website and/or its Content, you accept and agree to abide by the Terms as they appear, regardless of whether you have read them or not. We will alert you about any changes by updating the “Last Updated” date at the top of the Terms. CONTINUED USE OF THE WEBSITE AFTER AN AMENDMENT CONSTITUTES ACCEPTANCE OF ANY REVISED TERMS.

WEBSITE USE AND CONTENT

This Website and its Content are designed for your personal, non-commercial, and informational use only. These Terms apply to everything found on or through the Website including, but not limited to, Offerings, Interactive Features, programs, courses, text, quotes, videos, audio files, photographs, e-books, e-newsletters, webinars, blog posts, articles, images, designs, layout, graphics, testimonials, social media postings, messages, workbooks, downloads, documents, data, mobile application, intellectual property, and any other content, information, or communications provided in or through this Website (collectively referred to as “**Content**”).

All Content is property of KC, unless stated otherwise, and remains protected under United States intellectual property laws and other applicable laws.

DISCLAIMERS

Educational and Informational Purposes Only: The KC Website and its Content are for educational and informational purposes only and are not intended to be a substitute for any professional advice. This Website and its Content are accessible to you for your informational, personal, and non-commercial use only.

Developments in research and societal changes may impact the Content shared and topics discussed on the Website and its Content. Despite KC’s best efforts, no assurances can be given that the information contained on the Website or its Content will always include the most recent findings or developments with respect to the particular materials.

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The information provided through the Website and/or its Content is not intended to be a substitute for any professional medical advice, diagnosis, or treatment provided by a physician, nurse practitioner, physician assistant, therapist, counselor, mental health practitioner, dietician, nutritionist, or any other licensed or registered health care professional. Do not discontinue, disregard, or delay seeking professional medical or mental health advice because of the information you read on this Website or its Content. Do not stop taking any medications without speaking to your physician, mental health provider, or other qualified health care professional.

Always seek the advice of your physician, mental health provider, or other qualified health care professional regarding any questions or concerns you have about your health and before implementing any material from this Website and/or its Content.

KC is not providing medical or mental health care, or attempting to diagnose, treat, prevent, or cure any physical, mental, or emotional illness, disease, or condition. By accessing this Website and its Content, you acknowledge and agree that KC, the Website, and its Content are not a substitution for professional medical or mental health advice.

If you have or suspect that you have a medical or mental health problem, contact your own medical provider, mental health provider, or other qualified health care provider. If you think you are having a medical emergency, call 911 immediately.

Religious Disclaimer: KC does not hold itself out to be a member of the clergy or any spiritual organization. This Website and its Content are not intended to be religious or spiritual advice.

Legal and Financial Disclaimer: KC is not, nor is the Website or its Content holding KC out to be any sort of legal or financial advisor. The information contained in this Website and its Content is not a substitute for legal or financial advice. If you are seeking legal or financial advice, consult with an attorney, accountant, or financial advisor. Always seek legal and financial counsel as needed for any and all questions and concerns you now have or may have in the future relating to your specific circumstances. You agree that the information on the Website and its Content are not legal, tax, or financial advice.

Earnings Disclaimer: While implementing changes in your life may make an impact on your business and/or income, you understand and acknowledge that KC does not make any promises or representations regarding your financial health, future income, or professional success of any kind that may be derived from your use of this Website and its Content. KC does not guarantee that you will attain any particular result, whether positive or negative, through the use of this Website and its Content. KC expressly disclaims responsibility for the choices, actions, use, misuse, and non-use of the information contained on this Website and its Content.

Technology Disclaimer: We do our best to ensure uninterrupted availability and delivery of our Website and its Content. Due to the unpredictable nature of modern technology, KC cannot guarantee that access to the Website and its Content will not become temporarily suspended or restricted due to forces outside of our control, nor can KC guarantee compatibility between the Website and its Content and any other site, service, software, or hardware.

[USER CONTENT AND CONDUCT](#)

Interactive Features and User Content: Through the Website and its Content, you may be able to contact us, schedule appointments, fill out intake forms, send messages, sign up for newsletters,

make payments, or otherwise interact with KC (collectively, “**Interactive Features**”). These Interactive Features allow you to post, submit, upload, share, communicate, or otherwise contribute information and content to the Website (collectively, “**User Content**”).

All User Content must comply with and is governed by KC’s Terms. Any User Content you post to the Website or its Content will be considered non-confidential and non-proprietary unless otherwise stated. By providing any User Content to the Website or its Content, you grant KC a royalty-free right to use, reproduce, modify, publicly display, distribute, create advertising, and otherwise disclose to third parties your User Content for any reason. You consent to all actions we take with respect to your User Content consistent with our [Privacy Policy](#).

You understand and acknowledge that you are responsible for any User Content you submit or contribute, including but not limited to the legality, reliability, accuracy, truthfulness, and appropriateness of the User Content. KC is not responsible, or liable to any third-party, for the content or accuracy of any User Content posted by you or any other user of the Website.

You understand and acknowledge that the confidentiality of any communications or material shared over the internet cannot be guaranteed. Outside the bounds of our [Privacy Policy](#), KC will not be responsible for the security of any information transmitted to or from this Website. You may remove your User Content, but your User Content may be cached or archived according to our [Privacy Policy](#).

KC reserves the right to have absolute discretion to remove any User Content posted to the Website at any time and any violation or breach of these Terms and for any appropriate legal reason. You acknowledge and agree that KC is not responsible and assumes no liability for any User Content of any user, including you.

User Content Standards: User Content must comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, the following User Content Standards apply to all User Content:

- User Content will not conflict with these Terms or any posted notices or guidelines.
- User Content will not contain, promote, or assist with any illegal, defamatory, obscene, indecent, abusive, fraudulent, offensive, harassing, violent, hateful, inflammatory, unlawful or otherwise objectionable material or act.
- User Content will not cause harm or delay to the Website or its Content or computers accessing the Website or its Content.
- User Content will not promote discrimination based on race, color, sex, gender, sexual orientation, religion, nationality, disability, age, or any federally protected class.
- User Content will not infringe any trademark, copyright, patent, trade secret, or other intellectual property rights or the rights of any other person or entity.

- User Content will not violate the legal rights of others or contain material that could give rise to civil or criminal liability under applicable laws or regulations.
- User Content will not suggest that the content originates from KC or is endorsed by KC, unless an express written agreement between you and KC states otherwise.
- User Content will not be likely to deceive any person, impersonate any person, or misrepresent your true identity or affiliation with any person or entity.
- User Content will not be malicious or likely to upset, harm, embarrass, or annoy any other person.
- User Content will not involve commercial activities or sales, including such as business promotions, or advertising.

User's Promise: You represent and warrant that you own or control all rights to the User Content you share on the Website or its Content. You promise that all of your User Content will comply with these Terms.

Age of Consent: The Website and its Content are not intended for anyone under the age of 18. By accessing or using this Website and its Content, you represent and warrant that you are at least 18 years old, or are at least the age of majority in your state or country of residence. Additionally, you represent and warrant that you have the capacity to consent to these Terms.

Personal Responsibilities: You agree to act according to all local, state, national, and international laws and regulations with respect to this Website and its Content. You agree, to the best of your abilities, to accurately represent the information you provide to KC on the Website and its Content. You acknowledge that you are voluntarily accessing and using KC's Website and its Content and that you are solely and personally responsible for your choices, actions, and results, now and into the future. You accept full responsibility for the voluntary consequences of your access, use, misuse, or non-use of any information provided on or through this Website and its Content. You agree to use your own judgment and due diligence, including contacting a medical, legal, or financial professional, before implementing any idea, suggestion, or information from this Website or its Content into your life.

Participation Behavior: You agree to respect all other Website users and Content users, and you agree not to engage in any inappropriate, offensive, illegal, defamatory, fraudulent, harmful, malicious, indecent, or disrespectful behavior ("**Prohibited Behaviors**") while using the Website or its Content. KC does not tolerate any Prohibited Behaviors and reserves the right to terminate your access to this Website and its Content without warning in the event it is discovered that you are engaging in Prohibited Behaviors. KC has a ZERO tolerance policy for online bullying. If your presence on the Website or its Content, is deemed by KC to be out of alignment with these Terms, your access may be revoked indefinitely. If you disagree with KC's determination of Prohibited Behavior, you may contact us anytime; any and all Disputes will be resolved in accordance with KC's Dispute Resolution Policy.

You acknowledge and agree to act appropriately, professionally, respectfully and in a supportive manner when commenting or interacting on this Website and when interacting with other users, clients, customers, referral partners, and the KC team whether online or at a KC sponsored event.

PURCHASES AND TRANSACTIONS

Online Purchases: KC's Website and its Content allow you to make purchases from KC. These purchases may consist of Content, programs, sessions, products, services, and later developed KC offerings (collectively, "**Offerings**"). You agree to be financially responsible for all purchases made by you or someone acting on your behalf through the Website or its Content.

If you purchase KC Offerings, you will be sent to a third-party's website to supply the necessary information applicable for your purchase. You agree that the information you provide to this third-party is true, current, and complete. All transactions and purchases, whether online, in person, or over the phone, may have additional terms of use and sale related to that transaction. The purchase of any Content or Offering is subject to these Terms as well as the terms of the sale, and you agree to abide by all terms associated with each transaction including, but not limited to, paying all associated fees, charges, and applicable taxes. In the event of any conflict amongst/between these Terms and the terms of any particular sale, these Terms will prevail.

Payment and Currency Disclaimer: All prices and fees are shown in United States Dollar currency. KC uses a third-party merchant services provider for all payment transactions. When engaging in a transaction with our third-party merchant services, you agree to abide by the terms of that sale as well as the terms of the third-party merchant service provider.

If you wish to purchase any Offerings, you may be asked to supply certain information relevant to your purchase, including but not limited to, credit/debit card information, billing address, email, shipping address, etc. You represent and warrant that you have the legal right to use any credit/debit card(s) in connection with your purchase and that the information you supply is true, correct, and complete.

Refund and Return Policy: KC does not offer any refunds. Returns for non-downloadable purchases are handled on a case-by-case base. If you have questions regarding the Offerings you purchased, please contact us at hello@kirstencobabe.com. Purchases made through third-party links are not managed by KC.

TESTIMONIALS AND ENDORSEMENTS

Testimonials: Any testimonials or examples, which may include videos, photos, or quotes, are from actual clients or they are comments from individuals who can speak to the quality of KC work and services. The testimonials, real-world experiences, and insights about other individual's experiences are shared on this Website and its Content for illustrative purposes only. Each

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- You may share a link to the Website via your social media platform provided that it is for informational purposes only and is not for any commercial benefit and the social media post clearly states that the link is to the KC Website.
- You will not any download or copy account information for the benefit of another merchant or use any data mining, robots, or similar data gathering and extraction tools.
- You understand that doing anything with the Website or its Content that is contrary to these Terms and Limited License is considered theft and KC reserves the right to prosecute theft to the fullest extent of the law.
- If you access or use the Website or its Content in violation of this Limited License, your right to use the Website and its Content will cease immediately and you must immediately return or destroy all physical and electronic copies of the Website and its Content in your possession.

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WARRANTIES, WAIVERS, AND ASSUMPTION OF RISK

No Guarantees: KC's role is to inform and educate. Your success in reaching your personal goals primarily depends upon your own effort, interest, motivation, commitment, and follow-through. KC makes no guarantees and/or representations about the suitability, reliability, or accuracy of

this Website and its Content. KC cannot and will not predict or guarantee any result, and you understand and accept that results differ for each individual. Each individual's particular results depend on numerous factors, including but not limited to, unique backgrounds, dedication, motivation, enthusiasm, time allotment, support system, and drive. You agree that there are no guarantees to any result or outcome you can expect from using the information you receive from or access on this Website and its Content.

KC can encourage, support, challenge, and educate others to be their best selves, but KC cannot guarantee any results. At the end of the day, your progress will correlate with your choices, goals, and actions. That being said, if you feel you are not reaching the goals you set for yourself, please contact us and we will do our best to assist you and guide you toward additional resources.

No Warranties: KC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, RELATED TO THE WEBSITE, ITS CONTENT, AND OFFERINGS INCLUDING UPDATES. YOU AGREE THAT THE WEBSITE, ITS CONTENT AND ALL OFFERINGS ARE OFFERED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, KC EXPRESSLY DISCLAIMS ALL WARRANTIES, CONDITIONS AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, AND NONINFRINGEMENT. KC DOES NOT WARRANT THAT THE WEBSITE AND/OR ITS CONTENT WILL BE FUNCTIONAL, UNINTERRUPTED, CORRECT, COMPLETE, APPROPRIATE, OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY PART OF THE WEBSITE AND/OR ITS CONTENT ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. KC DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF OUR WEBSITE OR ITS CONTENT, OR ON THIRD-PARTY WEBSITES IN TERMS OF THEIR CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY OR, OTHERWISE. ANY FAILURE OF KC TO ASSERT A RIGHT OR PROVISION UNDER THESE TERMS DOES NOT CONSTITUTE A WAIVER OF SUCH RIGHT OR PROVISION.

Third-Party Content: KC makes no guarantees, warranties and/or representations concerning any third-party content, products, services, or websites mentioned or linked on the Website or its Content.

Assumption of Risk: As with any situation, some risks can arise when using or implementing information found on the Website and its Content. You acknowledge and agree that your use of the internet and access to this Website and its Content is solely at your own risk.

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other harm or damage, whether caused by negligence, breach of contract, misrepresentation, or otherwise, even if foreseeable.

You understand that implementation and reliance on any information provided on or through the Website or its Content are solely at your own risk, with no liability on KC. You recognize that there is a rare chance that risk or harm could result and you agree to assume all risks.

INDEMNIFICATION, LIMITATION OF LIABILITY AND RELEASE OF CLAIMS

Indemnification: You agree at all times to defend, indemnify, hold harmless and KC, as any of our affiliates, agents, contractors, officers, directors, shareholders, employees, joint venture partners, successors, transferees, assignees, and licensees, as applicable, from and against any and all causes of action, allegations, lawsuits, charges, claims, investigations, liabilities, damages, awards, losses, costs, expenses, demands, or fees (including reasonable attorneys' fees), arising out of or related to the Website, Content, or your breach of any obligation, warranty, representation, or covenant in this Terms or any other agreement with KC.

Limitation of Liability: By accessing and using this Website, its Content, or any other information provided by or affiliated with KC, you acknowledge and agree that KC assumes no responsibility and you agree to release KC of any liability or loss that you or any other individual may experience from the use of the Website and its Content unless otherwise provided by law.

You agree that KC is not and will not be liable to you, any other individual, or entity, for any type of loss or damages, including but not limited to, direct, indirect, special, incidental, equitable or consequential loss or damages, sustained during use of or reliance on the Website and its Content. You agree that KC does not assume liability for accidents, delays, injuries, harm, loss, damages, death, lost profits, personal or business interruptions, misapplication of information, or any other type of loss or damage due to any act or non-action by KC or any other individual or any business.

Release of Claims: In no event will KC be liable to any party for any type of direct, indirect, special, incidental, equitable or consequential damages for any use of or reliance on our Website and/or its Content, or on those affiliated with us in any way, and you hereby release us from any and all claims; including, without limitation, those related to lost profits, personal or business interruptions, personal injuries, accidents, misapplication of information, or any other loss, physical or mental disease, condition or issue, or otherwise, even if KC is expressly advised of the possibility of such damages or difficulties.

DISPUTES AND LEGAL INFORMATION

Disputes: Any cause of action, claim, controversy, disagreement, or complaint (collectively "Dispute(s)") between you KC, will be handled according to the following Dispute Resolution Policy.

Dispute Resolution Policy: Mindful of the high costs of litigation, not only in dollars, but also in time and energy, the following out-of-court Dispute Resolution Policy will be followed in the event any Dispute should arise out of, or relating to these Terms, Website, Content, or any interaction between you and KC:

All Disputes will be resolved by alternative dispute resolution procedures, including but not limited to, good faith negotiation, good faith mediation, and binding arbitration rather than seeking resolution through the applicable court system.

Use of arbitration (alternative dispute resolution) is used to resolve disputes without a jury trial and limit the remedies available to you in the event of a dispute. You understand that by using the Website and/or its Content, you are waiving certain legal rights and you voluntarily agree to waive those rights.

You and KC shall make good faith attempts to privately and promptly resolve any Dispute(s) that arises under or relating to these Terms, Website, Content, or any interaction between you and KC.

In the event you and KC are not able to resolve a Dispute through good faith negotiation, you agree to participate in good faith mediation with a professional mediator who is mutually acceptable by all parties to the Dispute and who is available at commercially reasonable rates. If the parties are unable to agree on a professional mediator, the American Arbitration Association (AAA) shall appoint a mediator. Any mediation shall be conducted on a confidential basis in Salt Lake County, Utah. Each party shall bear its own individual costs in the mediation, and parties shall share equally the fees and expenses associated with the mediation. You expressly agree that good faith participation in negotiation and mediation is a precondition to pursuing any other available legal or equitable remedies, including arbitration.

In the event you and KC are not able to resolve a Dispute through good faith negotiation or by participating in good faith mediation, and such Dispute shall be settled by BINDING ARBITRATION which shall be conducted on a confidential basis in Salt Lake County, Utah. Any arbitration shall be conducted by a single arbitrator of the American Arbitration Association (AAA) or another arbitrator who is experienced in contract and business law, or other areas of law relevant to the Dispute, is mutually agreeable to all parties, and who is available at commercially reasonable rates. Arbitration of any Dispute shall be conducted in accordance with the rules and procedures of the AAA. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each party shall bear its own individual costs in the arbitration, and parties shall share equally the fees and expenses associated with the arbitration. Notwithstanding the foregoing, the arbitrator, in

their sole discretion, may determine that the party against whom the decision is rendered shall pay the prevailing party's costs and share of the arbitrator's fees and expenses.

Governing Law: This Terms and all matters and Disputes arising from or relating to the Website, Content, Terms, will be governed by and construed in accordance with Utah law, without giving effect to any choice or conflict of law provision. Sole and exclusive jurisdiction for any action or proceeding arising out of or related to these Terms shall be an appropriate state or federal court located in the state of Utah.

Time Frame to Initiate a Dispute: Any Dispute you may have arising out of or relating to these Terms, Website or Content must be initiated within one (1) year after the Dispute or action leading to a Dispute accrues, otherwise such Dispute is permanently barred. Applicable law and statutory time frame apply to any charges filed with federal or state agencies.

MISCELLANEOUS:

Errors and Omissions: Even though great care was taken to prepare the information provided to you, the Website and its Content may unintentionally contain inaccuracies or typographical errors. KC makes no warranties or guarantees to the accuracy, timeliness, performance, or suitability of the information on the Website or its Content.

Because information is constantly evolving, you acknowledge and agree that KC is not responsible or accountable for the accuracy, usefulness, or availability of the Website, its Content, or information or products made available through the Website or its Content, or for any errors or omission that may occur. KC assumes no liability for errors or omissions on the Website, its Content, or in other information referenced by or linked to the site. You acknowledge that such information may contain inaccuracies or errors to the fullest extent permitted by law.

You agree that KC is not responsible for the views, opinions, or factual accuracy referenced on or through the Website or its Content, or those of any other third-party, or any person or entity affiliated with KC in any way.

Termination: If your access or use of this Website or its Content is determined by KC to violate any aspect of these Terms, KC reserves the right to refuse, prohibit, suspend or terminate your use or access to the Website and its Content. In the event your use or access is refused, prohibited, suspended or terminated, you will no longer be authorized to access the Website or its Content, and you agree that you will promptly return or destroy any materials you printed, copied, saved, etc. from the Website or its Content.

Force Majeure: KC will not be responsible or liable for any delay or failure in performance arising out of or caused, directly or indirectly, by any force majeure event or other cause beyond KC's control including, but not limited to, acts of God, war, public health crisis, including but not

limited to a viral pandemic, equipment and/or technical failures, electrical power failures, strikes, labor disputes, accidents, civil disturbances, shortages of labor or materials, natural disasters, governmental actions, orders of foreign or domestic courts or tribunals, or non-performance of any third-parties.

In the event of any force majeure event, KC will use reasonable efforts to resume performance as soon as practicable under the circumstances.

Severability: If any provision in these Terms, including any provisions incorporated herein by reference, is judged to be invalid or unenforceable such invalidity, illegality, or unenforceability shall not affect any other provisions, and these Terms shall be construed as if such invalid or unenforceable provision did not exist and the remaining Terms will continue in full force and effect.

Singular and Plural Clauses: Whenever the singular form of any word is used in these Terms, the same shall include the plural form of such word, whenever appropriate, and vice versa.

Future Engagements: Scheduling sessions, purchasing any Offerings, or engaging with any Interactive Features, may create additional agreements between you and KC and you agree to be bound by the terms of those agreements.

Entire Agreement: These Terms constitute the entire agreement between you and KC with respect to the Website and its Content. These Terms supersede all other prior and contemporaneous understandings, agreements, representation and warranties, both written and oral, as they relate the Website and its Content.

Contact Us: Thank you for your attention to these Terms. If you have any questions, please contact us by emailing hello@kirstencobabe.com.