

TERMS AND CONDITIONS:

Welcome. While studying this course's materials (and my other online materials on youtube, instagram, and mommingwithmigraine.com), you will learn ways to help yourself understand migraines, achieve a healthier diet and lifestyle, and make meaningful mindset shifts. Please read the following. If anything is unclear, please ask.

Today, this Agreement was made between Jen Morrison, LLC and Jolene Fisher [creators], and the person named on this virtual platform, [the Client]. By checking the box "I accept terms and conditions," you agree that you have read these terms and are bound to this agreement.

DISCLAIMERS The Client understands that this course is not meant to prescribe, provide health care, medical or nutrition therapy services, or diagnose, treat, or cure any disease, condition, or other physical or mental ailment of the human body. The Client understands that the creators of this course are not acting in the capacity of a doctor, licensed dietitian-nutritionist, psychologist, or other licensed or registered professional and that any advice given by the creators is not meant to take the place of advice by these professionals. If the Client is under the care of a health care professional or currently uses prescription medications, the Client should discuss any dietary changes or potential dietary supplement use with his or her doctor and should not discontinue any prescription medications without first consulting his or her doctor. The Client has chosen to purchase Migraine Made SIMPLE and understands that the information received should not be seen as medical or nursing advice and is not meant to replace seeing licensed health professionals.

The Client acknowledges that participation in this Program involves inherent risks, including but not limited to potential adverse health effects, and assumes full responsibility for any outcomes or consequences of applying the information provided in the Program. The creators do not guarantee specific results or outcomes from participation in this Program. Individual results may vary based on a variety of factors beyond the creators' control.

Client Acknowledgment of Risk: The Client confirms that they have read and understood all disclaimers provided in this Agreement and acknowledges that participation in the Program is entirely voluntary. The Client agrees to assume all risks associated with the application of the Program's content, including but not limited to adverse health effects, injuries, or other unintended consequences.

No Warranty: The creators make no warranties, express or implied, regarding the Program, including but not limited to warranties of merchantability or fitness for a particular purpose. The Program is provided "as is," and the creators do not guarantee that the Program will meet the Client's expectations or achieve the intended results.

PERSONAL RESPONSIBILITY AND RELEASE OF HEALTH CARE-RELATED CLAIMS The Client acknowledges that the Client takes full responsibility for the Client's life and well-being, as well as the lives and well-being of the Client's family and children (where applicable), and all

decisions made during and after this course. The Client expressly assumes the risks of the Program, including the risks of trying new foods or supplements and the risks inherent in making lifestyle changes. The Client releases the creators from any and all liability, damages, causes of action, allegations, suits, sums of money, claims, and demands whatsoever, in law or equity, which the Client ever had, now has, or will have in the future against the creators, arising from the Client's past or future participation in, or otherwise with respect to, the Program, unless arising from the gross negligence of the creators. The creators' liability, if any, shall be limited to the total fee paid by the Client for the Program. Under no circumstances shall the creators be liable for any indirect, incidental, special, consequential, or punitive damages.

Technical Support: The creators are not responsible for providing ongoing technical support. Efforts will be made to resolve technical issues related to course access, but such support is not guaranteed, and the creators are not liable for any technical issues beyond their reasonable control.

Third-Party Services: The creators are not responsible for any issues arising from third-party services used in connection with the Program, including but not limited to payment processing platforms or video hosting services. Any disputes with such third parties must be resolved directly with them.

PAYMENTS AND REFUNDS The Client acknowledges that the fee for the Migraine Made SIMPLE course is clearly stated at the time of purchase. Full payment is required at the time of enrollment and will be processed automatically using the Client's credit or debit card. This one-time payment grants the Client full access to all course content.

CLIENT REFUND POLICY All payments for the Migraine Made SIMPLE course are non-refundable. Clients will retain access to the course for as long as the Creator maintains the hosting platform. No additional charges will be made to the Client's credit or debit card, and card details will not be stored.

ACCESSING THE PROGRAMMING, ONLINE CONTENT, AND THE APP If you choose or are provided with a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other security breach. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others cannot view or record your password or other personal information. Do NOT share passwords or any media from any coaching(s) without prior consent from the Company. Doing so is theft and will be treated as such, including removal from any programs or courses with no option for a refund; this includes any refund window previously extended to you.

We have the right to disable any username, password, or other identifiers, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

As an online platform, your programming and information will be disseminated via email and the website Mommingwithmigraine.com. The creators are not responsible for technical issues, such as website downtime or incompatibility with the Client's devices, that may prevent access to the Program. Efforts will be made to resolve such issues promptly, but no refunds will be issued for temporary disruptions.

INTELLECTUAL PROPERTY All materials provided in this Program, including but not limited to written, audio, and video content, are protected by copyright and remain the exclusive intellectual property of the creators. The Client agrees not to copy, reproduce, distribute, or otherwise share any materials without express written consent from the creators. Unauthorized use of course materials will result in immediate removal from the Program and may result in legal action.

ARBITRATION, CHOICE OF LAW, AND LIMITED REMEDIES If there ever arises a dispute between the creators and Client concerning the services provided pursuant to this agreement or otherwise pertaining to the relationship between the parties, the parties agree to submit to binding arbitration before the American Arbitration Association (Commercial Arbitration and Mediation Center for the Americas Mediation and Arbitration Rules). Any judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. A single arbitrator shall conduct such arbitration. The sole remedy that can be awarded to the Client in the event that an award is granted in arbitration is the refund of the Program Fee. Without limiting the generality of the foregoing, no award of consequential or other damages, unless specifically set forth herein, may be granted to the Client. Each party shall bear its own costs related to the arbitration, including attorney fees, unless otherwise awarded by the arbitrator.

This Agreement shall be governed by and construed in accordance with the laws of the state the creators reside. Any legal proceedings arising out of this Agreement shall be filed exclusively in that state.

INDEMNIFICATION The Client agrees to indemnify, defend, and hold harmless the creators from and against any and all claims, damages, losses, liabilities, costs, and expenses, including attorneys' fees, arising out of or related to the Client's use of the Program materials or breach of this Agreement.

FORCE MAJEURE The creators shall not be held liable for any delay, disruption, or failure to perform due to circumstances beyond their reasonable control. This includes, but is not limited to, acts of God, natural disasters, government actions, wars, cyber-attacks, power outages, internet or hosting service failures, or other unforeseen technical issues.

UPDATES AND MODIFICATIONS The creators reserve the right to modify this Agreement and the Program's terms and conditions at any time. Clients will be notified of any significant changes via email or through the Program platform.

SEVERABILITY If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

TERMINATION The creators may terminate this Agreement at their discretion if the Client violates any terms. In such cases, the Client will lose access to the Program and will not be entitled to a refund.

ENTIRE AGREEMENT This Agreement constitutes the entire understanding between the creators and the Client and supersedes all prior agreements, representations, or understandings, whether written or oral.

If the terms of this Agreement are acceptable, please click the appropriate box. By doing so, the Client acknowledges that: (1) he/she has received a copy of this letter agreement; (2) he/she has had an opportunity to discuss the contents with the creators and, if desired, to have it reviewed by an attorney; and (3) the Client understands, accepts, and agrees to abide by the terms hereof.