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TERMS AND CONDITIONS, PRIVACY POLICY AND DISCLAIMER

Welcome!
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Any information on this Site is provided for promotional or informational purposes only and is not to be relied upon as a professional opinion. By using this Site, you accept and agree that following and using any information or recommendation provided on this Site is at your own risk.

TERMS AND CONDITIONS

Please read the following carefully! Your access to and use of this Site is subject to legally binding terms and conditions which you accept and agree to by accessing this Site.

The following terms and conditions ("**Terms and Conditions**") form a binding agreement (this "**Agreement**") between you and Demand Great Health and Fitness, LLC, a Limited Liability Company operating out of the State of Virginia ("**I AM Enough Retreat**"). I AM Enough Retreat may modify, amend, supplement and replace these Terms and Conditions at any time without providing you with advance notice. Your continued use of this Site after any change means you have accepted the changed Terms and Conditions.

1. **Copyright**. All materials created by I AM Enough Retreat on the Site are protected by United States copyright laws as original works. The absence of a registered copyright symbol does not mean that such materials are not protected as belonging to I AM Enough Retreat.

2. **Links to Third Party Websites.** This Site may contain links to third party websites. All such linked sites, materials and pages are not under the control of I AM Enough Retreat and I AM Enough Retreat is not responsible for the content contained in any linked website nor for any losses or damages you may incur as a result of the use of any third party website. I AM Enough Retreat accepts no liability for any errors or omissions contained in third party websites. These links are provided to improve your use of this Site, enable you to connect with I AM Enough Retreat on various platforms, help I AM Enough Retreat offer the easiest services for you and conduct transactions.

3. **Use License.** If I AM Enough Retreat has materials on the Site which you can download, permission is granted to download copies of the materials for personal, non-commercial viewing only. This is the grant of a license, not a transfer of title, and under this license you may not:

    3.1. modify or copy the materials;

    3.2. use the materials for any commercial purpose or for any public display (commercial or non-commercial);

    3.3. transfer the materials to another person or "mirror" the materials on any other server.

    This license shall automatically terminate if you violate any of these restrictions and may be terminated by I AM Enough Retreat at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession, whether in electronic or printed format.

4. **Refunds.** Our refund policy for any of the services or products sold on the Site is as follows: A refund or exchange is provided within 10 business days for unopened retail items only.

5. **Disclaimer.** Our goal is to share information in an informative, open, and honest way. That being said, any information and services provided on or through the Site is for informational and educational purposes only. What we share is the opinion and perspective of I AM Enough Retreat. The information and education is not intended or implied to supplement or replace professional advice. Before taking any action, please make sure you consult with a professional.

6. **No Guarantees**. We make **no guarantees** about any particular results or benefits that you'll get from our Site, our products or services. We will do everything to give you the tools to succeed, but we make no guarantees. We cannot be any more clear about this: we make no promises regarding results and make no guarantees whatsoever.

7. **Site Terms of Use Modifications.** I AM Enough Retreat may revise these Terms and Conditions for its Site at any time without notice. By continuing to use the Site after I AM Enough Retreat modifies this Agreement, you are agreeing to be bound by the updated version of this Agreement.

8. **Limitation of Liability.** In no event shall I AM Enough Retreat or its affiliates be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to view or use the materials or content on the Site, even if I AM Enough Retreat has been notified orally or in writing of the possibility of such damage.

9. **Choice of Laws and Venue.** The parties agree to irrevocably submit all claims relating to I AM Enough Retreat' Site to the exclusive jurisdiction of the courts of the State of Virginia without regard to its conflict of law provisions.

10. **Indemnity.** As a condition of your use of this Site, you indemnify I AM Enough Retreat and its directors and affiliates from and against any and all liabilities, expenses (including legal fees) and damages arising out of claims resulting or arising from your use of this Site.

11. **Entire Agreement.** These Terms and Conditions and any other legal notices, policies and guidelines of I AM Enough Retreat linked to these Terms and Conditions or contained on this Site constitute the entire agreement between you and I AM Enough Retreat relating to your use of this Site and supersede any prior understandings or agreements (whether oral or written), claims, representations, and understandings of the parties regarding such subject matter. This Agreement may not be amended or modified except by I AM Enough Retreat. If for any reason a court of competent jurisdiction finds any provision or portion of these Terms and Conditions to be unenforceable, that portion or provision shall be enforced to the maximum extent permissible so as to effectuate the intent of the parties as reflected by that provision, and the remainder of these Terms and Conditions shall continue in full force and effect. Failure by I AM Enough Retreat to enforce or exercise any provision of these Terms and Conditions shall not constitute a waiver of that right. Paragraph headings are for reference only.

PRIVACY POLICY

I AM Enough Retreat understands how important your privacy is. This privacy policy (the "**Privacy Policy**") sets out the privacy policies and practices for Demand Great Health and Fitness, LLC and its subsidiaries and affiliates (collectively, "**I AM Enough Retreat**") with respect to how I AM Enough Retreat collects your personal information. It also describes how I AM Enough Retreat maintains, uses, and discloses personal information. This Privacy Policy applies to information collected from you by I AM Enough Retreat via the Site. This Privacy Policy also sets out how you can access certain information that I AM Enough Retreat may collect about you.

In this Privacy Policy, personal information means information about an individual whose identity is apparent or can be reasonably ascertained from the information as further defined under applicable privacy laws ("**Personal Information**").

Please note that the Site may contain links to other third-party websites that are not controlled or operated by I AM Enough Retreat. All of these third parties are listed in section 4.4 of this Agreement. This Privacy Policy does not apply to such third-party websites, and I AM Enough Retreat is not responsible for the content of such third-party websites or the privacy practices of such third parties. I AM Enough Retreat encourages you to request and review the privacy policies of any third parties upon disclosing your Personal Information to such parties or when visiting such third-party websites.

1. **Consent of Collection of Information.** By submitting Personal Information to I AM Enough Retreat and its Site or any of its service providers, you agree and consent to the collection of your Personal Information and consent to the use, disclosure and transfer of your Personal Information in accordance with the provisions of this Privacy Policy. You may always refuse or withdraw your consent by contacting I AM Enough Retreat at info@iamenoughretreat.org. You understand that if you withdraw your consent, I AM Enough Retreat may not be able to continue to offer its services and provide its information to you.

2. **Children Under 18.** The Site is not intended for children under eighteen (18) years of age. No one under age 18 may provide any Personal Information to or on the Site. I AM Enough Retreat does not knowingly collect Personal Information from children under 18. If you are under 18, do not use or provide any information on the Site or through any of its features, register on the Site, make any purchases through the Site, use any of the interactive or public comment features of the Site, or provide any information about yourself to us, including your name, address, telephone number, email address, or any screen name or user name you may use. If I AM Enough Retreat learns we have collected or received Personal Information from a child under 18 without verification of parental consent, we will delete that information. If you believe I AM Enough Retreat might have any information from or about a child under 18, please contact us at info@iamenoughretreat.org.

3. **Revisions to this Privacy Policy.** I AM Enough Retreat reserves the right, in I AM Enough Retreat' sole discretion, to change, modify, add or remove portions of this Privacy Policy at any time and from time to time, without prior notice to you. I AM Enough Retreat will treat your continued use of the Site following such revision as your acceptance of the revised terms. All revisions will be posted to the Site and will apply to any Personal Information collected on or after the date posted. I AM Enough Retreat will obtain the necessary consents required under applicable privacy laws if it seeks to collect, use or disclose your Personal Information for purposes other than those to which consent has been obtained, unless otherwise required or permitted by law.

4. **What Personal Information does I AM Enough Retreat collect and how is it processed?**

    4.1 What do we collect? I AM Enough Retreat may directly collect your name, address, phone number and email address. There may be other information you provide but that will not be collected by I AM Enough Retreat and instead will be collected by the third parties I AM Enough Retreat works with as outlined in 4.4.

4.2 Email. We may send you a newsletter or other promotional materials through email. We will only contact you through our newsletter for promotional or informational purposes. Subscribing to our newsletters is optional and you will always be able to unsubscribe.

4.3 Phone Number. We may collect your phone number and we may contact you via phone to contact you or if we feel there is information which would be beneficial to share with you. In accordance with everything outlined in this Privacy Policy, if you do not want to be reached by phone, you can ask us not to contact you via phone or you can choose not to share your phone number.

4.4 Third Parties. I AM Enough Retreat may work with third party applications in order to provide you with the best services on the Site. These organizations may collect Personal Information from you in order to provide you with the services, including your name and contact information. Specifically, the third parties I AM Enough Retreat may work with on the Site are listed below. We've included links to their privacy policies to ensure you are comfortable using them.

4.4.1 iCheckGateway: https://ach.icheckgateway.com/Privacy,
4.4.2 FitHive: https://myfithive.com/fithive-terms-of-use,
4.4.3 Facebook: https://www.facebook.com/full_data_use_policy,
4.4.4 Youtube: https://www.youtube.com/static?gl=CA&template=terms,
4.4.5 Instagram: https://help.instagram.com/402411646841720,
4.4.6 Zoom: https://zoom.us/privacy,
4.4.7 Google Drive: https://www.google.com/drive/terms-of-service/,
4.4.8 Square:https://squareup.com/us/en/legal/general/privacy.

5. How will I AM Enough Retreat use your Personal Information? Your Personal Information will be used to provide you with promotional and informative materials and offers and deliver the products and services you can purchase or subscribe to from the Site. Specifically:

5.1. Your credit card information will not be kept by I AM Enough Retreat but instead by one of the third parties listed in section 4.4 above;

5.2. Your name and e-mail address are collected but will not actually be stored on the Site. Any information captured will be processed through third party websites in section 4.4 above;

5.3. Your phone number may be used to contact you via phone if there is information we would like to share which we feel would benefit you;

5.4. If you subscribe to our newsletter your Personal Information will be used to send the newsletter to you;

5.5. If we send you the Newsletter for marketing purposes, we will send you emails about promotions, special events and other information. You can opt not to receive these emails from us by either clicking "unsubscribe" at the bottom of the email when you receive it or by sending an email that includes your email address and a request that you not receive our promotional emails;

5.6. We may use your Personal Information to respond when you submit a question or suggestion to us, or when you request assistance regarding a service or product you purchased.

5.7. We may share your information if we believe in good faith that disclosure of your information is required to protect your safety or the safety of others, to investigate a fraud, or to respond to a government, judicial or other legal request or to comply with the law;

5.8. We may also share certain aggregated, anonymized information with a third-party provider in order to assist us in improving the Site.

6. **Storing Your Personal Information.** I AM Enough Retreat' web service may store your Personal Information when you interact with the Site. **I AM Enough Retreat will be happy to delete any of your Personal Information that it holds upon a written request made by you.** Your Personal Information will be safely disposed of by I AM Enough Retreat.

7. **Storing Your Phone Number.** Your phone number will be kept in the phone or contacts database of I AM Enough Retreat and associates. Wherever it is stored, it will always be protected with a password and will never be shared with third parties without your permission.

8. **We Play by The Rules.** The Site and I AM Enough Retreat abide by all relevant United States federal and State privacy laws in all aspects of our operations. This Privacy Policy is also compliant with GDPR and CCPA regulations. If you have any questions about our legal compliance, feel free to reach out to info@iamenoughretreat.org.

9. **Do Not Track Signals**. I AM Enough Retreat currently does not recognize or respond to browser-initiated Do Not Track (DNT) signals, as the Internet industry is currently still working on Do Not Track standards and there is no accepted standard on how to respond to such signals.

10. **Analytics.** The Site keeps the following information from your visits to our webpage:

10.1. Visitor information to improve our customer engagement which tells us where and when people visit the Site and how long they stay there; and

10.2. IP information for website and server security.

11. **Cookies.** The Site uses 'cookies' to keep a record of the number of times you've visited the Site and how you interacted with the Site during each visit. In addition to this, the Site also uses cookies which are not absolutely essential for your use of the Site. Your continued use of the Site serves as consent for these cookies.

11.1. A cookie is a small text file that gets sent by the servers of the Site to your hard drive and can only be read and interpreted by the Site's servers. No Personal Information is stored in the cookie and there is nothing on it which can identify you personally.

11.2. Cookies have an important function in how you interact while visiting the Site, ensuring the usability of the Site's different features, helping the Site understand your preferences, and thus can improve your experience on the Site. If you do not want cookies from the Site, simply adjust the settings in your web browser to disable cookies. This may change the way you access the Site and may also render some of the Site's features unusable, but of course it is your choice to do so.

12. **Disclosure of Personal Information.** I AM Enough Retreat will NEVER sell or license any Personal Information we collect from you. I AM Enough Retreat is not liable for any disclosure of your Personal Information by any third party, particularly the ones outlined in section 4.4 above. By purchasing the services and products offered by I AM Enough Retreat, you agree to be bound to and consent to the provisions of our third parties' privacy policies. In the event that I AM Enough Retreat changes its practices, you will be notified and you will be able to opt-out of I AM Enough Retreat using your Personal Information by contacting us at info@iamenoughretreat.org.

13. **Choice of Laws and Venue.** This Privacy Policy and the use of the Site are governed by the laws of the United States and the State of Virginia. The parties agree to irrevocably submit all claims to the exclusive jurisdiction of the courts of the State of Virginia. If a dispute arises, we agree to first resolve it through binding arbitration to take place in the State of Virginia.

14. **Your Consent.** By choosing to provide I AM Enough Retreat with your Personal Information you are consenting to its collection, use and disclosure in accordance with the principles outlined in

this Privacy Policy. **If you are under the age of 18, you must not provide any Personal Information to us without the consent of your parent or guardian, or as otherwise provided for by applicable law.**

15. **Protecting Your Privacy.** I AM Enough Retreat is committed to protecting your privacy. Security measures, such as using passwords on servers and computers, and locked cabinets where Personal Information is stored have been adopted to protect your Personal Information against loss or theft, unauthorized access, disclosure, copying, use or modification. Online transactions are completed using third party applications outlined in section 4.4 above. Please refer to the third parties' privacy policies, of which links have been provided above, for clarification on how your transaction and Personal Information will be handled. I AM Enough Retreat makes no promises, warranties or representations about the manner in which your Personal Information is handled by third parties and bears no liability whatsoever for their use of them.

16. **Verifying your Identity.** I AM Enough Retreat will ask you to verify your identity when you contact us or submit a request regarding your Personal Information. I AM Enough Retreat will ask you to provide sufficient information that allows us to reasonably verify that you are the person who we collected Personal Information about.

17. **The Internet Can Be Unreliable.** The internet is, by its nature, inherently open and subject to interception of information. We cannot guarantee that the information you provide to I AM Enough Retreat over the internet or otherwise will not be intercepted by third parties while it is being communicated by means that are outside of I AM Enough Retreat' control.

18. **Verifying and Amending Your Personal Information.** I AM Enough Retreat tries to ensure that all Personal Information about you that is in our possession is accurate, complete and up-to-date. Please contact us at info@iamenoughretreat.org to advise us of any changes to your Personal Information. You may request access to the Personal Information held by I AM Enough Retreat at any time or seek to make corrections to it.

19. **Resolving your concerns.** If you have any questions or concerns about I AM Enough Retreat' Personal Information collection, use and disclosure practices, please let us know at info@iamenoughretreat.org and we will do our best to help you.

DISCLAIMER

This Disclaimer (the "**Disclaimer**"), in concert with our Terms and Conditions and Privacy Policy determine the rules of how you can use this Site and any of I AM Enough Retreat' social media profiles, and how you access our content and services, either as a paying customer or simply a website visitor.

1. **Qualifications**. I AM Enough Retreat and its operators may hold the following qualifications and professional certifications related to I AM Enough Retreat: Certified Health Coach, Certified Personal Trainer, Certified Group Instructor, Fitness Nutrition Specialist, and Certified Conditioning Coach. I AM Enough Retreat makes no representations to hold any other qualifications or representations outside of this.

2. **Not Professional Advice.** Nothing shared on this Site by I AM Enough Retreat is professional advice. This is simply a compilation of content and services that I AM Enough Retreat is providing. I AM Enough Retreat and its services are not a substitute for professional advice or diagnosis. Please seek professional advice before engaging with our services and clearly understand that I AM Enough Retreat' services are not a substitute for professional advice.

3. **Video Disclaimer.** In engaging with the content and videos shared on I AM Enough Retreat' Site and other platforms, including Youtube, you hereby release I AM Enough Retreat from any liability related to any injuries or issues which may arise from engaging with, participating in, or viewing this content. YOU ARE RESPONSIBLE FOR YOUR OWN ACTIONS WHEN ACCESSING THIS CONTENT. This content is posted for educational and informational purposes only and is not tailored to you specifically in any way. Please note that this content is simply I AM Enough Retreat' interpretation and approach, and that I AM Enough Retreat makes no representations about its efficacy and does not promise or guarantee any specific results. Please feel free to connect with I AM Enough Retreat to ask us any questions. All communications should be directed to info@iamenoughretreat.org.

4. **Social Media.** This Disclaimer applies to I AM Enough Retreat' Site, content, services, and all social media. Specifically:

    4.1. Instagram @iamenoughretreat
    4.2. Facebook @iamenoughretreat

5. **No Guarantees**. You understand that except where we explicitly state otherwise, I AM Enough Retreat makes no guarantees whatsoever regarding any results based on any action or inaction based on the information we share or services we provide through the Site. At the end of the day, we will not be responsible or make any promises for what will happen in your life and health.

6. **Intention.** The intention of the information we share and post on the Site is for informational and promotional purposes only.

7. **Affiliate Links.** Please assume that, for every recommendation, link, and product we use, the following holds true: we have been given a product (e.g., tool, supplement, food, software, technology, clothes, equipment, etc.) that we thought may be of interest to our readers to test and write about. And after we do our own research and decide this item is of value to ourselves, our community, or our clients, we choose to promote that item and we may get compensated for it. We only mention items that we believe in and feel would be a benefit to you.

8. **Not a Client**. By accessing and using the Site, there is no client-professional relationship created between you and I AM Enough Retreat. You will only be a client once we enter into an agreement regarding the services or when you sign a contract that we send to you, thereby officially creating a professional-client relationship. We hope to work together with you soon,

but until we sign an agreement together, you are not a client. By continuing to use the Site, you acknowledge that for the moment, we are just pals.

9. **Mistakes.** We are committed to doing our best. All of the content we put on the Site is intended to be as accurate as possible and to be as helpful as possible in providing you our content and services. That being said, please understand that we are human and can make mistakes, and there is a chance (albeit very small) that information on the Site may be inaccurate. If this happens, we will rectify it as soon as it comes to our attention! We will never intentionally mislead you and we are committed to providing you with the best content and services. If you have any issues with this, you are always welcome to stop using the Site.

10. **No Warranties.** I AM Enough Retreat makes no promises that the Site or third-party programs we use to offer our services and products will always be operational. If something goes wrong, obviously, we'll do everything we can to fix it ASAP. We also make no representations or warranties of any kind around any of the content we produce or share on the Site. To the maximum extent permissible by State of Virginia laws, I AM Enough Retreat disclaims all warranties regarding all information, products and services offered on or through the Site.

11. **Reach Out.** Please feel free to connect with I AM Enough Retreat to ask us any questions. All communications should be directed to info@iamenoughretreat.org.

Be Great!

I AM Enough Retreat