

Privacy Policy

This Privacy Policy governs the manner in which Jessica Kishpaugh collects, uses, maintains and discloses information collected from users (each, a "User") of the loyowellness.com website ("Site"). This privacy policy applies to the Site and all products and services offered by Jessica Kishpaugh of LoYo Wellness, LLC.

Personal identification information

We may collect personal identification information from Users in a variety of ways, including, but not limited to, when Users visit our site, register on the site, place an order, fill out a form, respond to a survey, and in connection with other activities, services, features or resources we make available on our Site. Users may be asked for, as appropriate, name, email address, mailing address, phone number. Users may, however, visit our Site anonymously. We will collect personal identification information from Users only if they voluntarily submit such information to us. Users can always refuse to supply personally identification information, except that it may prevent them from engaging in certain Site related activities.

Non-personal identification information

We may collect non-personal identification information about Users whenever they interact with our Site. Non-personal identification information may include the browser name, the type of computer and technical information about Users means of connection to our Site, such as the operating system and the Internet service providers utilized and other similar information.

Web browser cookies

Our Site may use "cookies" to enhance User experience. User's web browser places cookies on their hard drive for record-keeping purposes and sometimes to track information about them. User may choose to set their web browser to refuse cookies, or to alert you when cookies are being sent. If they do so, note that some parts of the Site may not function properly.

How we use collected information

We may collect and use Users personal information for the following purposes:

- To run and operate our Site. We may need your information display content on the Site correctly.
- To improve customer service. Information you provide helps us respond to your customer service requests and support needs more efficiently.
- To personalize user experience. We may use information in the aggregate to understand how our Users as a group use the services and resources provided on our Site.
- To improve our Site. We may use feedback you provide to improve our products and services.

- To process payments. We may use the information Users provide about themselves when placing an order only to provide service to that order. We do not share this information with outside parties except to the extent necessary to provide the service.
- To run a promotion, contest, survey or other Site feature
- To send Users information they agreed to receive about topics we think will be of interest to them.
- To send periodic emails. We may use the email address to send User information and updates pertaining to their order. It may also be used to respond to their inquiries, questions, and/or other requests.
- To use for Marketing purposes. If you would like to opt-out of this program, please visit the Network Advertising Initiative opt-out page located at <http://www.networkadvertising.org/choices>

How we protect your information

We adopt appropriate data collection, storage and processing practices and security measures to protect against unauthorized access, alteration, disclosure or destruction of your personal information, username, password, transaction information and data stored on our Site. Sensitive and private data exchange between the Site and its Users happens over a SSL secured communication channel and is encrypted and protected with digital signatures.

Sharing your personal information

We do not sell, trade, or rent Users personal identification information to others. We may share generic aggregated demographic information not linked to any personal identification information regarding visitors and users with our business partners, trusted affiliates and advertisers for the purposes outlined above.

Electronic newsletters

If a User decides to opt-in to our mailing list, Users will receive emails that may include company news, updates, related product or service information, etc. We may use third party service providers to help us operate our business and the Site or administer activities on our behalf, such as sending out newsletters or surveys. We may share your information with these third parties for those limited purposes provided that you have given us your permission.

Third party websites

Users may find advertising or other content on our Site that links to the sites and services of our partners, suppliers, advertisers, sponsors, licensors and other third parties. We do not control the content or links that appear on these sites and are not responsible for the practices employed by websites linked to or from our Site. In addition, these sites or services, including their content and links, may be constantly changing. These sites and services may have their

own privacy policies and customer service policies. Browsing and interaction on any other website, including websites which have a link to our Site, is subject to that website's own terms and policies.

Changes to this privacy policy

We have the discretion to update this privacy policy at any time. When we do, we will post a notification on the main page of our Site. We encourage Users to frequently check this page for any changes to stay informed about how we are helping to protect the personal information we collect. You acknowledge and agree that it is your responsibility to review this privacy policy periodically and become aware of modifications.

Your acceptance of these terms

By using this Site and any programs purchased from LoYo Wellness, LLC, you signify your acceptance of this policy. If you do not agree to this policy, please do not use our Site. Your continued use of the Site following the posting of changes to this policy will be deemed your acceptance of those changes.

Contacting us

If you have any questions about this Privacy Policy, the practices of this site, or your dealings with this site, please contact us at loyowellnesscustomerservice@gmail.com.

Terms & Conditions

Please read these Terms and Conditions ("Agreement", "Terms and Conditions") carefully before using <http://loyowellness.com> ("Site") or other associated URL program sites ("Sites") operated by Jessica Kishpaugh of LoYo Wellness, LLC ("us", "we", "our" or "I"). This Agreement sets forth the legally binding terms and conditions for your use of any such sites.

By accessing or using the Site(s) in any manner, including, but not limited to, visiting or browsing the Site(s), purchasing any program or service, and/or contributing content or other materials to the Site(s), you agree to be bound by these Terms and Conditions and to release Jessica Kishpaugh and LoYo Wellness, LLC from any direct, indirect, incidental, special or consequential damages arising from your reliance upon any information on this website or any program therein.

DISCLAIMER & ASSUMPTION OF RISK

Jessica Kishpaugh, owner of LoYo Wellness, LLC, is a Holistic Nutritionist who has been trained to specialize in health, wellness, and lifestyle coaching. Jessica provides a non-medical, complementary approach to the medical healthcare system. She does not act as a physician,

dietician, mental health therapist or other licensed or registered professional. All information, programs, blog posts, and/or products provided by LoYo Wellness, LLC are for general health and educational purposes only and have not been evaluated by any government agency. Such information is not intended to diagnose or treat any health, medical, personal or relationship problem and is not a substitute for the advice of health or medical professionals or counselors. Please consult a medical professional before making changes to your diet, physical activity or other areas of health and lifestyle. It is your responsibility to keep your doctor informed and get medical clearance from your doctor before beginning or modifying any diet, supplements, exercise, or lifestyle program. You should not modify or discontinue any prescription medications or course of medical treatment except as directed by your doctor.

RELEASE OF LIABILITY

You expressly assume the risks of the Site(s)' programs, guides, and information provided by the Site. Under no circumstances shall Jessica Kishpaugh or LoYo Wellness, LLC be liable for any direct, indirect, incidental, special or consequential damages arising from your reliance upon the foregoing.

Any item promoted/advertised/sponsored on the Site(s) that you choose to partake in is your decision. Jessica Kishpaugh and LoYo Wellness, LCC are not liable for any problems that arise including, but not limited to: not receiving products, receiving broken or damaged goods, seeing an item you bought go on sale after you buy it, technical difficulties with sites that I link to. Furthermore, any information you submit to any external site is at your own risk. Jessica Kishpaugh and LoYo Wellness, LLC are not responsible for, and expressly disclaim all liability for, damages of any kind arising out of use, reference to, or reliance on any information contained within the site, including any books, blog posts, printables, video, and audio.

COPYRIGHT & INTELLECTUAL PROPERTY

The Site(s) and its original content, features and functionality are owned by Jessica Kishpaugh of LoYo Wellness, LLC and are protected by international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. Unless explicitly authorized in these Terms of Service or by the owner of the materials, you may not modify, copy, reproduce, republish, upload, post, transmit, translate, sell, create derivative works, exploit, or distribute in any manner or medium (including by email or other electronic means) any material from the Site(s). That means you may not copy the text or photo of any recipe, article or content that appears on this site without written permission from Jessica Kishpaugh by emailing jessica@loyowellness.com. Please be courteous, respectful, and refrain from using it as your own. You may share a recipe or image only by contacting, referring, or directly linking back to Jessica Kishpaugh (loyowellness.com).

NO GUARANTEES

LoYo Wellness, 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. LoYo Wellness, 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 Site or any of our programs.

PAYMENTS AND REFUNDS

Payment Terms:

Your credit card information is processed through a third-party secured and encrypted server. Jessica Kishpaugh does not store any credit card information.

By purchasing any program or plan sold by LoYo Wellness, LLC, you become a "Program Participant" and agree to pay the advertised price as disclosed via verbal phonecall or written sales page in United States Dollars (USD). LoYo Wellness reserves the right to change prices or offer discounts from time to time without notice.

Payment Plans:

As a "Program Participant," if you enroll in one of LoYo Wellness's programs and choose a payment plan (in lieu of a pay in full), you will be charged the initial payment at the time of enrollment in the payment plan agreed upon. You will then be charged installments every 30 days for the remaining months agreed upon, on the same day of the month, until the full payment is satisfied.

Missed or Decline payment

Notice of declined payment or missed payment will be sent to all Program Participants via email. You as a Program Participant will have 3 business days to bring your account up to date. If your account is not brought into good standing within 3 business days, you will be withdrawn from the program until your account has been brought up to date.

If the account remains in poor standing for a duration of more than 15 business days, the Program Participant's access to the Program will be cancelled entirely, and no refund will be provided.

Refunds: No refunds offered, except as outlined on a program-to-program basis.

LOYO METHOD REFUND POLICY: There is a 14-day satisfaction guarantee for the LoYo Method program as follows. You have 14 days from the time you purchase the LoYo Method program to decide whether or not this is a good fit and to request a refund according to the below requirements. Refunds are at the discretion of Jessica Kishpaugh & LoYo Wellness and pending approval, we will grant a full refund, minus processing fees, and stop any future payments (if applicable). Here is the process to request your refund: Prior to day 14, all refund & cancellation requests must be submitted in writing to loyowellnesscustomerservice@gmail.com and you must have met the following criteria: You must have started and consumed the Welcome and Getting Started modules as well as submitted the corresponding handouts (Your Why & Goals, Prepare Your Mind, Daily Theme Journal, and the 3 initial questionnaires), as well as made an attempt to share comments, tasks and a welcome post within the Facebook group, within the first 14 days of purchasing. We are 100% confident in The LoYo Method's ability to deliver results as long as you show up for yourself and do the work. Refunds requested after 14 days of purchasing the program will not be granted. No exceptions will be made.

AFFILIATE DISCLOSURE

From time to time, LoYo Wellness may recommend products or services we have either used personally and have a good experience with, or those of personal interest to us - meaning we know and trust the person/company selling it, or we plan to purchase it myself. Recommending a product or service does not mean we guarantee you will like it. We all have different preferences and opinions and I can't possibly know every reader's thoughts. That said, if you click on a link for a product we recommend, and buy that product from the product seller's website, we will probably receive what's called an "affiliate commission" from the seller. What's an affiliate commission? It's a commission we get for referring a customer. It doesn't change the price of the item you buy. It's simply a sales commission the seller pays us for the referral. But remember, we will only recommend things we have used happily myself, or plan to purchase because we find it might be useful. We will never refer you to something just for the commission. That's my promise to you. I just wanted to make sure you were aware of this to keep in compliance with FTC rules on referrals.

Lifetime access

LoYo Method: Once enrolled in the LoYo Method program, you will receive lifetime access to the entire online membership site for the duration of its existence. The LoYo Method Facebook group, coaching calls and access to support from our team will only be available to you for the duration of your 12 week program.

Call Cancellation/No Show

LoYo Method: While we highly recommend attending the LoYo Method group coaching calls in order to receive the greatest benefit of your program, ultimately it is your choice whether to show up at the group coaching calls. There will be no makeup times or alternative group coaching options other than the outlined time on the Facebook group. The calls are recorded so you will always have access to them for the duration of the program.

Private Coaching: With regard to private coaching calls, cancellations must be made within 24 hours or you will be deemed to have waived the appointment and no makeup will be provided.

Office Hours/Customer service

For all customer service related inquiries or concerns, please email loyowellnesscustomerservice@gmail.com Monday to Friday 9am-4pm. Your inquiry will be responded to within 24 business hours.

Complaints/Communication

Please email loyowellnesscustomerservice@gmail.com Monday to Friday 9am-4pm. Your inquiry will be responded to within 24 business hours.

Discounts

Occasionally, there may be special discounts or offers made to the LoYo Method program on a case by case basis. No exceptions will be made to the offers or the deadlines.