

DISCLAIMER

The website kimperryco.mykajabi.com (hereinafter "Website") is owned and operated by Kim Perry Co. , a Massachusetts LLC (hereinafter "we" "us" "our"). Please read the following Disclaimer before using our Website - by visiting and using this Website, you (hereinafter "visitor" "you" "your") are consenting that you have read this Disclaimer to the point that you feel you understand the terms outlined herein, and agree to be bound by them.

1. Website Use

- A. To access or use Website, you must be 18 years or older and have the required mental capacity to enter into and abide by this Disclaimer. By using Website, you represent that you are at least 18 years of age, and that you agree to the Disclaimer herein. Use of Website by anyone under 18 is not authorized or condoned by us.

- B. This Disclaimer may be subject to changes or updates, and Website may not provide notice of such changes or updates. We reserve our right to make changes or updates at any time, and the burden is on the user to routinely check Disclaimer for updates. By continuing to use Website and the content we produce, you agree to be bound by the most updated version of the Disclaimer, whether or not you have read it. If you are not in agreement with the Disclaimer as is, please do not use our Website or any of the content that appears thereon.

2. Purpose

- A. The purpose of Website is solely to provide educational information and to share the author's personal opinions and experiences; any content on this website or provided as a result of your decision to opt-in to our email list has been created solely for the purpose of education and for informational purposes only. By visiting Website, you agree and understand that this content is made available to you as a self-help tool only. Nothing on this website or distributed via email is intended to take the place of a consultation with a physician, dietician, nutritionist, counselor, medical professional of any kind, lawyer, doctor, accountant, psychic, or other professional.

3. Medical Disclaimer – Not Medical or Dietary Advice

- A. The content on Website is not to be considered medical advice for any reason, and nothing herein is intended to provide or act as a substitute for physical or mental health treatment. You as the visitor understand and agree that Website contains content meant to support you only in my capacity as a Fit Pregnancy Coach, not as a physician, dietician, or other medical professional. This Website discusses and offers coaching services only; you reading information on Website does not create a coach-client relationship. We cannot know your personal situation or condition, and are not suggesting you follow the content on Website instead of or in place of a personalized consultation with a medical professional. The information contained on Website or via emails, or available through our products, programs, and services is **not intended to be a substitute for medical advice**, nor is anything contained herein designed to provide you with a medical diagnosis, treatment, or other medical services. We are not medical professionals, nor are we contending to be in any capacity; by visiting this site you understand and agree this website is not providing medical or dietary advice, nor is it attempting to diagnose or treat any medical conditions.

- B. We encourage you to consult your physician prior to beginning any program found on Website, or implementing any information found on Website, and will assume that all individuals choosing to participate or implement any information found on Website will have previously obtained clearance and permission from their applicable personal medical physician, who has determined they are sufficiently healthy, and that this information may be useful or right for them. Please consult your physician prior to

implementing any suggestions found on Website, including but not limited to dietary suggestions, physical exercises, supplements, medications, detox, mental exercise, or any other such program found on Website. We encourage you to use common sense in determining whether any such content is right for you, and trust that you will discuss with a personal medical professional prior to following any such information. **Nothing contained on Website is intended to diagnose, cure, treat, or prevent any medical condition or disease, nor is it to be considered medical advice in any capacity.**

4. No Guarantees

- A.** The purpose of Website and the content herein is designed to provide you with useful information, and to support and assist you in reaching the goals you desire. However, individual success depends on your own mental and emotional state, as well as your dedication, effort, and commitment. While I make every effort to help my readers, I cannot predict results, nor am I able to know your personal situation; therefore, I cannot guarantee that you will attain certain results. You agree and understand that I do not make any guarantees regarding any specific results from using information found on Website, and that any success will come in large part to your own personal situation and dedication.
- B. Earnings Disclaimer:** I also do not make any guarantees or assurances regarding a particular financial outcome based on use of Website, nor are we responsible for Your earnings, any increase or decrease in your finances based upon information you interpreted from Website. Any information or testimonials contained herein that contain financial information are individual results that may vary. The decision to use or implement any information contained on Website is solely your own, and you agree we are not responsible for any financial outcomes.

5. Voluntary Participation

- A.** By choosing to visit this site and read the information provided, you understand and agree that you are voluntarily choosing to read, implement and/or participate in the use of Website and any information contained herein, and are solely responsible for any outcomes or results (positive or negative.) We cannot be responsible for any action you may choose to take regarding the information provided, and you acknowledge and agree that we are not responsible nor liable to you should you sustain any injuries or negative ramifications. The information contained on Website is intended as general information only; we cannot know your individual medical or physical state, and do not claim to know what may or may not work for your body. As such, you agree that you are fully responsible for your health and well-being, and any decisions you make to implement or follow anything you find on Website.

6. Limitation of Liability

- A.** You understand and agree that your participation in using our website and/or adding yourself to our email list is wholly voluntary, and you are solely and personally responsible for your actions, choices, and any results therein. You understand there are sometimes unknown risks and circumstances that may arise during or following use of our Website or products, that cannot be foreseen or anticipated, but may influence or affect your business or you as an individual. You understand and agree that any suggestion or recommendation of a product, service, coach, or otherwise through our Website is purely information – any decision to act upon these suggestions is to be taken by you, at your own risk, without any liability on the part of Kim Perry Co. You agree to accept all risks herein.
- B.** Your use of this Website constitutes an agreement and acceptance that you will absolve Kim Perry Co. as well anyone acting as an agent, consultant, affiliate, guest blogger, joint venture partner, employee, staff, team member, or anyone affiliated with Us in any way of any liability for any loss, damage, injury, or litigation that you or any other person may incur from direct or indirect use of the information, content, or products found on our Website or via materials requested through email.
- C.** You understand and agree that We are not to be held liable for any type of direct or indirect damages arising out of your use of our Website, any information contained herein, or any products or services

purchased therefrom, including but not limited to general, specific, incidental, consequential, punitive, or special damages. You also agree that we are not liable or responsible in any way for any loss incurred by you or your business, including revenues, clients, business, goodwill, income, anticipated income, predicted income, sales numbers, loss of a sale, data, nor any computer failure, computer virus obtained by use of our Website, technical glitch or failure, defect or delay, or any other similar issue. You agree that your decision to use our Website is wholly at your own risk and voluntarily chosen by you, and any ramifications resulting therefrom are yours alone.

7. Indemnification

- A.** You agree at all times to defend, fully indemnify and hold harmless Kim Perry Co. and any affiliates, agents, team members or other party associated with it from any causes of action, damages, losses, costs, expenses incurred as a result of your use of our Website or any products or services contained therein, as well as any third party claims of any kind (including attorney's fees) arising from your actions in relation to our Website or any breach by you of any such conditions outlined herein. Should we be required to defend ourselves in any action directly or indirectly involving you, or an action where we decide your participation or assistance would benefit our defense, you agree to participate and provide any evidence, documents, testimony, or other information deemed useful by us, free of charge.
- B.** We will attempt to monitor comments and posts made by third parties and users as often as possible. Should you, as a user of our Website, see anything objectionable or offensive posted by a third party, you agree to (1) notify us of the material, and (2) agree not to take any action against us based upon the content posted by the third party. You understand we cannot be responsible for material posted by a user without our control, and agree to release us of any and all claims arising therefrom.
- C.** Should you choose to utilize information offered on our website, whether free or for purchase, you understand that we are not liable to any party, for any damages – whether direct, indirect, consequential, foreseeable, incidental or otherwise – stemming or perceived to stem from use of or reliance upon any information contained or found on our Website, or from products or services purchased therefrom. You also understand and agree that we are not liable for any damages incurring as a result of your reliance or use of information on our Website written by a third party, whether endorsed or not by us, and you agree to release us from any and all claims stemming from, or perceived to stem from, reliance on information contained on our Website.

8. Accuracy

- A.** Although we have spent considerable time and effort in creating the products on kimperryco.mykajabi.com and the content provided herein, you understand and acknowledge that we are not responsible nor liable for any errors, omissions, or liability as a result of any loss or damages incurred as a direct or indirect result of your use of Website content or our products. You also understand there may be inadvertent typographical errors or inaccuracies. By your use of this website, you acknowledge and understand this information, and agree you have chosen/will choose to utilize our Website and/or our products voluntarily. You agree that we are not responsible for the accuracy of our Website, or for any errors or omissions that may occur on the site or in our products.
- B.** Similarly, you understand your obligation to provide only authentic, accurate information to us, including your name, email address, and payment information, should you choose to purchase a product. You understand and agree that should any information provided prove inaccurate, and any issues or damages arise from your giving us false or inaccurate information, you may be liable for any subsequent damages that occur as a result.

9. Testimonials

- A.** Website may feature testimonials from clients from time to time, in order to provide readers with additional comments from others' experiences with Website, Kim Perry Co., and products or services

offered. While all information, photos, and quotes used are from actual clients, sharing their real, honest opinions of our website and services, these testimonials are not to be considered as a guarantee that current or future clients will experience the same results, or a guarantee that all clients will have the same experience. You understand and agree that by reading a featured testimonial on our Website, you do not expect the same results, and understand this information is not a guarantee.

10. Affiliates and Endorsements

- A.** From time to time, we may choose to partner with, promote, become an affiliate of, or otherwise engage in a joint venture with another individual or company whom we feel aligns with our products or services. You understand that should an affiliate or joint venture program be featured on our Website, we may receive financial compensation or other payment as a result. Please note we will only feature or promote coaches, businesses, or products that we wholeheartedly agree with and believe in, and genuinely believe will help our audience.
- B.** However, you understand and agree that you must use your own judgement with respect to determining whether any promotion of another product is right for you and your business. Our decision to promote, suggest, or reference another service indicates nothing more than an acknowledgement that we respect or appreciate the business, person, or service. Your decision to use or purchase from such a promotion is yours alone, and you understand we have no involvement in your decision, nor shall we have any liability should you purchase from a promoted product and become unsatisfied. You agree and understand we have no liability and you will hold us harmless should this occur.
- C.** Similarly, references to other coaches, information, events, services, products, opinions, or companies on our Website, blog, or emails is meant purely as a way to share information, not as an endorsement or suggestion that you purchase or use whatever is being mentioned. We are not responsible for any information, content, emails, products, programs, or services of any other person, business, or entity that may be referenced on our Website.

11. Warranties

- A.** You understand and agree that we make no warranties, express or implied, and hereby renounce any such warranties, guarantees, or representations with respect to any portion of our Website, the content herein, content distributed through email lists, social media, via webinars, or that which is made available through purchase via our membership site. By use of the Website, you agree and understand that use of content and information found herein is to be used at your own risk, with no guarantees, representations, or warranties regarding fitness for particular purpose, accuracy, or otherwise.

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