

Terms and Conditions of Use of Set-Point Wellness LLC DBA Ginny Leavitt Health Consulting Website and Online Courses

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Fees and Refunds

Fees. Fees for Courses are set forth on the Website. We reserve the right to change Course Fees at any time.

Refunds. We want you to be satisfied with your purchase but we also want you to give your best effort to apply all of the strategies in the Course. We offer a 30-day refund period for purchases of Courses. However, in order to qualify for a refund you must submit proof (as detailed below) that you did the work in the course and it did not work for you.

In the event that you decide your purchase was not the right decision for you or your health, within 30 days of enrollment, contact our support team at hello@ginnyleavitt.com and let us know you'd like a refund by the 30th day at 11:59 CST. You must include your coursework with your request for a refund. If you request a refund and do not include your coursework by the 30th day, you will not be granted a refund. All refunds are discretionary as determined by Set-Point Wellness LLC.

The work that you need to submit with your request for a refund includes ALL of the following items:

- + Proof of completed course workbook;
- + Proof of completion of E-course modules;
- + Proof of commitment and completion of goals and tasks, including but not limited to, evidence (such as screenshot) of increase in activity over 30 day period from wearable trackers such as Fitbit or Apple Watch, tracking information of nutrition such as through My Fitness Pal or Fitbit to show a change in nutrition and or eating behavior, and/or evidentiary support of weight changes.

We will NOT provide refunds more than 30 days following the date of purchase. After day 30, all payments are non-refundable and you are responsible for full payment of the fees for the program regardless if you complete the program.

Please note: If you opted for a payment plan and you do not request a refund within 30 days, and attach the required complete coursework as outlined above, you are required by law to complete the remaining payments of your payment plan.

Recurring Payments. If you have signed up for a payment plan, you hereby authorize our continued access to your financial information stored by our third party financial processing company referenced in this Agreement until your payment plan is complete, as set forth in your acceptance of the purchase terms upon checkout.

Late Payments. If payments are not made on time, you agree to pay interest on all past-due sums at a rate of 1.5% per month or the highest rate allowed by law, whichever is greater.

Chargebacks. You agree to make every attempt to request a refund prior to attempting a chargeback with your financial institution. In the event of a chargeback attempt, you expressly agree to forfeit any and all of our bonuses, affiliate bonuses or other materials afforded to you in exchange for your original purchase of our Course. We reserve the right to present proof of your access and these Terms to the financial institution investigating the dispute.

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If you and our Company cannot find a resolution to a dispute or potential claim by means of good-faith negotiation, then you explicitly agree to make a reasonable attempt to resolve any such dispute through Alternative Dispute Resolution or Mediation before filing a civil cause of action. If a civil cause of actions is filed by or against the Company related to the Course(s), the laws of South Carolina shall apply.

Non-Disparagement. If you are found to be slandering, libeling or otherwise disparaging our Company, Course(s) or related materials, you will be immediately removed from the Course(s) and any related communications. We reserve the right to file a civil claim of action against you for any such damaging actions you take that materially harm our Company.

Miscellaneous

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