Last Updated Date: 2/24/2021

Application Clause before student signing

By submitting this form and payment, I understand and agree to the following:

* The views, information, or opinions expressed in the course are solely those of the individuals involved and do not necessarily represent those of inHealth Lifestyle Therapeutics, Inc. or it’s team. All information, content, and material of this course is for informational purposes only and is not in-tended to serve as a substitute for the consultation, diagnosis, and/or medical treatment of a qualified physician or healthcare provider. Always consult your primary care physician before beginning a new health program, starting or changing any of your medications, or using natural products of any kind.
* Sections of this course include experiential exercises including meditation. Do not listen to the meditations while driving or operating machinery. Only listen at a time when you can safely relax.
* Any reference in this course to any person, organization, activity, products, or services related to such person or organization, or any links from this website/learning platform to the website of another party, does not constitute or imply the endorsement, recommendation, or favoring of the Lifestyle Therapeutics Coaching Academy (LTCA), including any of it's faculty or team.
* LTCA will not be held responsible or liable in any way for any loss or damage resulting or arising directly or indirectly from your use of, or inability to use this learning platform or any websites/videos linked to it, or from your reliance on the information and material on this platform.
* Lifestyle Therapeutics Coaching Academy is held harmless from all liability relating to your coaching activities.
* That training materials owned by LTCA are subject to copyright protection and can only be used for providing personal coaching services to clients.
* It is your responsibility to understand your individual professional liability insurance requirements and scope of practice as a coach and/or health care practitioner/professional, and LTCA will be held harmless for any complaints or violations of your coaching ethics or coaching practice.

Terms and Conditions of Use

THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.

These Terms of Use (the “Terms”) govern your access to and use of LTCA website(s), browser extensions, platforms, applications, online courses, and other services (collectively, our “Services”). These Terms also apply to any information, text, audio, video, images, graphics, code, extensions, or other materials uploaded, downloaded, transferred or otherwise appearing on or connected with the Services (collectively referred to as “Content”).

BY PURCHASING AND/OR USING OUR SERVICES, YOU ACCEPT AND ARE BOUND BY THESE TERMS. YOU AFFIRM THAT IF YOU PURCHASE OUR SERVICES THROUGH THE WEBSITE ON BEHALF OF AN ORGANIZATION, COMPANY, OR ANOTHER INDIVIDUAL, YOU HAVE THE LEGAL AUTHORITY TO BIND ANY SUCH ORGANIZATION, COMPANY, OR INDIVIDUAL TO THESE TERMS. YOU MAY NOT USE OUR SERVICES IF YOU DO NOT AGREE TO AND ABIDE BY THESE TERMS.

These Terms may be amended or modified from time to time without prior written notice at any time, in our sole discretion. Any changes to these Terms will be in effect as of the “Last Updated Date” referenced above. Your continued use of our Services after the “Last Updated Date” will constitute your acceptance of and agreement to such changes.

2. Privacy

LTCA Privacy Policy is expressly incorporated into these Terms by reference. Your use of the Services and any Content that you provide during your interaction with LTCA is subject to our Privacy Policy.

3. Basic Terms

You may use the Services only in compliance with these Terms and any applicable local, state, or federal rules, and regulations. The form and nature of the Services that Lifestyle Therapeutics provides may change from time to time without prior notice to you. Additionally, LTCA may stop (permanently or temporarily) providing the Services (or any features within the Services) to you without prior notice. You are prohibited from photographing, or recording by video or sound any part of LTCA Services for any purpose, unless LTCA has granted you express written permission for to do so. You may not share LTCA course materials with anyone without LTCA’s express written permission.

4. Prices and Payment Terms

All prices, discounts, and promotions posted on this Site are subject to change without notice. The price charged for a product or service will be the price advertised on our website at the time the order is placed, subject to the terms of any promotions or discounts that may be applicable. The price charged will be clearly stated in your order confirmation message. We strive to display accurate pricing information, however we may, on occasion, make inadvertent typographical errors, inaccuracies, or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time, and to cancel any orders arising from such occurrences.

Terms of payment are within our sole discretion and, unless otherwise agreed by us in writing, payment must be received in full by us before you can begin the LTCA NBHWC Training Program. You represent and warrant that (i) the credit card or other payment information you supply to us is true, correct, and complete, (ii) you are duly authorized to use such credit card or other payment source for the purchase, (iii) charges incurred by you will be honored by your credit card company, your financial institution, or other third party, and (iv) you will pay all charges incurred by you at the time of your order. You agree not to use an invalid or unauthorized payment method.  You are responsible for all fees and costs associated with your use of the Services. All payments are non-refundable.

You understand and agree that purchase of the LTCA NBHWC Training Program does not include the cost of registering for or taking the NBHWC Exam.

5. Technology Requirements

To use our Services, you need compatible hardware, software, and internet access. In order to use the Services and complete the LTCA Training Program, you must have:

* An internet connection
* One of the following web browsers:
	+ Internet Explorer 8+
	+ Firefox 2+
	+ Safari .2+
	+ Google Chrome
* Javascript and cookies enabled

You must also have access to a webcam, microphone, and speakers in order to participate in the distance learning sessions.

LTCA is not responsible for any equipment or network malfunction or service disruption that affects your ability to complete the training program or otherwise use our Services.

6. Accounts and Passwords

LTCA will create an account for you to use to access the Learning Management System component of its Services. You will receive account confirmation and instructions to set up your account password through the e-mail address you provide during registration.

When you create your account, you are agreeing to: (i) provide true, accurate, current, and complete information about yourself and (ii) promptly update your registration information to keep it true, accurate, current, and complete. LTCA, in its sole discretion, has the right to immediately suspend or terminate your account and to refuse any and all current or future use of the Services (or any portion thereof) if you provide any information that is untrue, inaccurate, not current or incomplete or LTCA has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete.

You are responsible for maintaining the confidentiality of your account credentials. If you have reason to believe that your account is no longer secure, you must promptly change your password and immediately notify us by sending an e-mail.

7. Content

You are solely responsible for any Content that you originate and transmit while using the Services. Because LYCA does not control user-generated Content transmitted via the Services, we cannot take responsibility for such Content. By submitting, transferring, posting, or displaying Content on or through the Services, you give LTCA permission to use, transmit, display, and distribute such Content. You are responsible for how you use the Services, any Content you provide, and any consequences thereof, including the suspension or termination of your account and LTCA refusal to allow you any further use or access to of the Services.

When you use the Services, you represent and warrant that you have all the rights, power, and necessary authority to submit your Content.

8. Lifestyle Therapeutics Coaching Academy (LTCA) Intellectual Property Rights

Our Services contain intellectual property that is exclusively owned by LTCA and its licensors, including but not limited to, text, design, graphics, logos, button icons, images, audio clips, digital downloads, interfaces, data compilations, software, code, content, and the layout, coordination, and arrangement of our Services. All intellectual property rights in our Services are protected by applicable United States and international intellectual property laws and treaties. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about our Services (“Submissions”) provided by you to LTCA are voluntary and non-confidential, and you agree that LTCA is entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment of or compensation to you.

Neither the Services nor any portion thereof may be modified, copied, reproduced, downloaded, posted, transmitted, transferred, sold, or distributed in any form except as described in these Terms. You agree to comply with all copyright and other laws worldwide in your use of our Services and to prevent any unauthorized copying of any content from our Services.

You are granted a non-exclusive and non-transferrable license to electronically access and use the Services only in the manner described in these Terms. LTCA does not sell to you, and you do not have the right to sublicense any LTCA intellectual property. You agree and acknowledge that LTCA has the right to change the content or technical specifications of any aspect of the Services, in LTCA’s sole discretion. LTCA may revoke or terminate this license at any time, without notice or liability. We will not be responsible if, for any reason, all or any part of the Services become unavailable.

No other right, title, or interest in or to the Services is transferred to you, and LTCA reserves all rights not expressly granted herein. Any use of the Services not expressly permitted by these Terms is a breach of the Terms and may violate copyright, trademark, and other laws. If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Services in a manner that breaches these Terms, your right to use the Services will cease immediately.

9. Links

The Services may contain links to third-party websites or resources outside of LTCA’s control. By using the Services, you acknowledge and agree that LTCA is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. The inclusion of links to such websites or resources does not imply LTCA’s endorsement of such websites or resources or the content, products, or services available therein. By using the Services, you acknowledge that you are solely responsible for and assume all risk arising from your use of any such third-party websites or resources

You may not provide links to our Services, except that you may provide a link to the packedu.com homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part.

Subject to the foregoing, you must not:

* Establish a link to our homepage from any website that is not owned by you
* Cause our Services or any portions of them to be displayed, or appear to be displayed, by any other site, for example, framing, deep linking, or in-line thinking, on any other site;
* Otherwise take any action with respect to our Services that is inconsistent with any other provision of this Agreement.

You agree to cooperate with us and immediately cease any linking when directed to do so by LTCA. We reserve the right to withdraw linking permission without notice.

10. Warranties

You represent and warrant that the information you provide when downloading, registering for, accessing, or otherwise using our Services and all information that you subsequently provide about yourself is true and accurate and not misleading.

Your access to and use of the Services or any Content is at your own risk. LTCA makes no warranties, express or implied, regarding errors or omissions and assumes no liability for loss or damage resulting from the use of or inability to use the services.  You understand and agree that the Services are provided to you on an AS IS, WITH ALL FAULTS, and AS AVAILABLE basis. Neither LTCA nor its vendors, affiliates, or any person associated with LTCA makes any warranty or representation with respect to the completeness, accuracy, availability, timeliness, security, or reliability of the Services or any content therein. Neither LTCA nor anyone associated with LTCA represents or warrants that the Services will be accurate, reliable, error-free, uninterrupted, free of transmission errors, that defects will be corrected, that the Services are free of viruses or other harmful components, or that the Services will otherwise meet your needs or expectations.

When you use our Services, any information that you submit will be transmitted via the internet and such transmissions are beyond our control. LTCA does not assume any responsibility or liability for the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services. LTCA does not assume any liability for loss or damage to your computer systems, devices, or networks as a result of your use of the Services. LTCA will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses, or other technologically harmful material that may infect your computer equipment, computer programs, devices, or data due to your use of the Services.

No advice or information, whether oral or written, obtained from LTCA or through the Services, will create any warranty that has not been expressly and explicitly made herein. YOUR SOLE REMEDY AGAINST LTCA FOR DISSATISFACTION WITH THE SERVICES IS TO STOP USING THE SERVICES.

Without limiting the foregoing, LTCA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OF ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

LTCA will not be liable for any delay or failure in performance of the Services.

The above disclaimer applies to any damages, liability or injuries caused by any failure of the performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use of the Services, for any cause of action.

11. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL LTCA OR ITS SUBSIDIARIES, AFFILIATES, PARTNERS, SHAREHOLDERS, DIRECTORS, OFFICERS, AGENTS, CONTRACTORS, OR EMPLOYEES, BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, STATUTORY, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST SAVINGS AND LOST REVENUES, LOSS OF USE, LOSS OF TIME, SHUTDOWN OR SLOWDOWN COSTS, INCONVENIENCE, LOSS OF BUSINESS OPPORTUNITIES, EMOTIONAL HARM, DAMAGE TO GOODWILL OR REPUTATION, OR OTHER ECONOMIC LOSS.

12. Indemnity

By using the Services, you agree to defend, indemnify, and hold harmless LTCA and its subsidiaries, affiliates, partners, shareholders, directors, officers, agents, contractors, or employees, from and against any and all claims, liabilities, damages, losses, or expenses. Those claims, liabilities, damages, losses or expenses may include, but are not limited to, reasonable attorneys’ fees, court costs, and costs that arise out of or are in any way connected with your access to or use of the Services, your violation of or failure to perform any obligation under these Terms, or your violation of any rights of any third party.

If you cause a technical disruption to the Services or the systems transmitting the Services to you or others, you are responsible for any and all losses, liabilities, expenses, damages, and costs, including reasonable attorneys’ fees and court costs, arising or resulting from that disruption. LTCA reserves the right, at its own expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with LTCA in the defense of such matter.

13. Waiver and Severability

LTCA’s failure to exercise or enforce any right or provision of these Terms will not be deemed as a waiver of its right to the benefits associated with such right(s) or provision(s). No waiver by LTCA of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition.

In the event that any provision of these Terms is held to be invalid or unenforceable by any law, rule, order, or regulation of any government or by the final determination of any state or federal court, any such invalidity shall not affect the enforceability of any other provision in these Terms.

14. Controlling Law and Jurisdiction

These Terms shall be governed by the laws of the State of California and applicable federal laws of the United States. You agree that all disputes arising under, or in any way connected with the Services or the Content shall be litigated exclusively in the state and federal courts residing in the State of California, United States, County of Los Angeles. LTCA shall be entitled, in addition to any other remedies it may have, to preliminary and permanent injunctive and other equitable relief to prevent or curtail any actual or threatened breach of these Terms in any court of competent jurisdiction.  Process may be served on you in the manner authorized by applicable law or court rule.

15. Contact

You may contact LTCA at:

info@inhealthonline.com

[1801 Century Park East](https://www.google.com/maps/place/1801%2BCentury%2BPark%2BE%2B24th%2BFloor%2C%2BLos%2BAngeles%2C%2BCA%2B90067/%4034.0621526%2C-118.4179057%2C17z/data%3D%213m1%214b1%214m5%213m4%211s0x80c2bbf4c9a6e0db%3A0xa60809fec5ca4690%218m2%213d34.0621526%214d-118.415717)
[24th Floor](https://www.google.com/maps/place/1801%2BCentury%2BPark%2BE%2B24th%2BFloor%2C%2BLos%2BAngeles%2C%2BCA%2B90067/%4034.0621526%2C-118.4179057%2C17z/data%3D%213m1%214b1%214m5%213m4%211s0x80c2bbf4c9a6e0db%3A0xa60809fec5ca4690%218m2%213d34.0621526%214d-118.415717)
[Los Angeles, CA 90067](https://www.google.com/maps/place/1801%2BCentury%2BPark%2BE%2B24th%2BFloor%2C%2BLos%2BAngeles%2C%2BCA%2B90067/%4034.0621526%2C-118.4179057%2C17z/data%3D%213m1%214b1%214m5%213m4%211s0x80c2bbf4c9a6e0db%3A0xa60809fec5ca4690%218m2%213d34.0621526%214d-118.415717)
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