

## TERMS & CONDITIONS

This platform/website is operated by ALL IS WELL LTD having its Registered Office at 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ. Throughout the site, the terms “we”, “us” and “our” refer to ALL IS WELL LTD. ALL IS WELL LTD offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here. By visiting our site and/or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/or contributors of content. Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is limited to these Terms of Service. Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

BY COMPLETING THE REGISTRATION PROCESS AND/OR USING AND/OR VISITING the Website YOU SIGNIFY YOUR IRREVOCABLE AND UNCONDITIONAL ASSENT TO ALL THESE TERMS AND CONDITIONS (the “Terms of Service” or “Terms and Conditions”) HEREIN.

### SECTION 1: ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk. This site

may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

## SECTION 2: MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our products/services are subject to change without notice. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

## SECTION 3: PRODUCTS AND SERVICES

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy. We cannot guarantee that your computer monitor's display of any color will be accurate. We reserve the right, but are not obligated, to limit the sales of our products or services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or Service made on this site shall be considered as void, if it is prohibited by any applicable law in future. We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations.

## SECTION 4: ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting via the e-mail and/or billing address/phone number provided at the time the order was made.. You agree to provide current, complete and accurate purchase and account information. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

## SECTION 5: THIRD PARTY LINKS

Certain content, products and services available via our Service may include materials from third-parties. Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

## SECTION 6: USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If you send certain specific submissions or you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments. We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service. You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party. By providing or submitting your material / content, you are allowing us to host this material on our

servers and display it to you and users of the said website without any limitation other than those imposed by us. You are solely responsible for your Material which is transmitted, posted, or distributed by you through the Service, including but not limited to the contents of your e-mail communications, information, personal contact details, photos or images posted by you and information, photos, images, sound files or your material posted by you in a forum or other page. By posting your material you warrant and represent that

- 1) You own or otherwise have all rights necessary for you to post your material and grant the rights described above

## SECTION 7: INTELLECTUAL PROPERTY RIGHTS

You acknowledge and agree that the all the materials, text, images, videos, graphics, trademarks, logos, button icons, music, software and other elements available on the website are the property of ALL IS WELL LTD or our licensors and are protected by copyright, trademark and/or other proprietary rights and laws. You agree not to sell, license, rent, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, modify or create derivative works from any content or materials on Website. ALL IS WELL LTD and its logo are registered trademarks of ALL IS WELL LTD. All other trademarks are the property of their respective owners. Except as expressly set forth in these Terms, no license is granted to you and no rights are conveyed by virtue of accessing or using the website. All rights not granted under these Terms are reserved by ALL IS WELL LTD. The look and feel of the Service, programme and the website are copyrights of ALL IS WELL LTD. All rights reserved. You may not duplicate, copy, or reuse any portion of the website or visual design elements without express written advance permission from us.

## SECTION 8: PERSONAL INFORMATION

## SECTION 9: ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior

notice (including after you have submitted your order). We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

## SECTION 10: DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our Service will be uninterrupted, timely, secure or error-free. We do not warrant that the results that may be obtained from the use of the Service will be accurate or reliable. You agree that from time to time we may remove the Service for indefinite periods of time or cancel the Service at any time, without notice to you. You expressly agree that your use of, or inability to use, the Service is at your sole risk. The Service and all products and services delivered to you through the Service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement. In no case shall ALL IS WELL LTD, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the Service or any products procured using the service, or for any other claim related in any way to your use of the Service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the Service or any content (or product) posted, transmitted, or otherwise made available via the Service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law. Notwithstanding anything to the contrary contained herein, the company's, liability to you for any cause whatsoever including deficiency in Service, and regardless of the form of the action, will at all times be limited to the amount of total amount paid towards any respective program / Service subscribed by you.

## SECTION 11: MEDICAL DISCLAIMERS

1. ALL IS WELL LTD is not a medical organisation. Any information provided by us on the website is for informational purposes only. You should not take any action based upon any information contained on the website. Use of the website is not meant to serve as a substitute for professional medical advice. AND RELIANCE ON ANY INFORMATION PROVIDED BY THE WEBSITE OR THE PROGRAM IS AT YOUR OWN RISK.

2. The transformation programs that we provide is not a medical advice. The advice given under our programs including but not limited to the food plans, diets, workout and exercise plans, should not be misconstrued as medical advice.

3. We do not guarantee as to any particular program or any particular advice given to you will be suitable to your health. We shall not be responsible for any issues, side effects including without limitation any allergic reactions to you on account of following our advice, diet and nutrition plans and therefore, we strongly advise you to consult your doctor before trying any of the programs available on our website or prescribed by our experts.

4. Consider the risks involved and consult with your medical professional before engaging in any physical activity. We are not responsible or liable for any injuries or damages you may sustain that result from your use of, or inability to use, any program provided by our experts.

5. In the event if any wellness or diet plan or exercise recommended by the experts causes any pain, side effect or allergic reaction, or severe discomfort, you should immediately discontinue such diet plan or exercise and immediately consult your doctor.

6. You agree and understand that using our programs cannot be substituted for personal medical attention, diagnosis or in person treatment by a qualified medical professional.

7. Interactions with our experts do not constitute the practice of medicine and consultations cannot be used for providing a formal medical diagnosis, for a physical examination, for obtaining prescriptions, or for treatment. Do not use our Service / program to diagnose or treat a medical condition. Please see your doctor

in person if you are looking for a personal medical evaluation, diagnosis, or prescription.

8. Our programs and services are structured to support the health decisions and choices that you make, with respect to your lifestyle. These decisions and choices are yours, and we believe that you are the best person to decide about your health and that these decisions should be made in accordance with the advice you receive from your own doctor.

9. We and our experts are not liable or responsible for any injury or disease including aggravation, acceleration or recurrence of such injury or disease or death arising from or in connection with nutritional or exercise advice and dietary information provided in consultations, programs or by other resources.

10. We and our experts may recommend health supplements and nutraceuticals. However, any program success is not dependent solely on the use of supplement or nutraceuticals. Use of such supplements and nutraceuticals is solely your decision. You should seek advice from your medical practitioner before consuming any such supplements.

11. We do not recommend use of our program as replacement of doctor's advice or medical treatment. Neither do we take any decision for you or your family as to whether to take medical treatment or not.

12. We never sell or suggest or claim that our program is 'magic therapy' and we will never sell or suggest or claim any product, pills, food or methods to be 'magical' in nature and that it can take away your disease.

13. We respect medicine, science and also respect nature and the intelligence and healing power of human body.

## SECTION 12: INDEMNIFICATION

You agree to indemnify, defend and hold harmless ALL IS WELL LTD and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents

they incorporate by reference, or your violation of any law or the rights of a third-party.

### SECTION 13: TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes. These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our services, or when you cease using our site. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our services (or any part thereof).

### SECTION 14: PROGRAM TERMS

The terms and conditions specifically applicable in relation to each respective program subscribed by you, shall be part of these terms and conditions.

### SECTION 15: REFUND & PAYMENT TERMS

- a) The company shall charge the client, program Fees as detailed in the program term.
- b) The program fee shall be payable in advance for the full program duration.
- c) Activation of the program(s) is subject to realization/receipt of the program fee
- d) The program is non-transferable to another party
- e) All payments made to the program are non-refundable and non-transferable (this may change in case of cancellations from the company's side or from our experts' side!) The Company shall not be under any obligation to refund any fee (apart from the circumstances where the program cancellations include the company or its experts!), on any ground including on humanitarian ground, if so claimed, on account of any injury or death caused to the Client.



f) Any applicable refund due to payment gateway failure or chargeback will be subject to the terms and conditions of the respective payment gateway

g) Cancellation Policy Program Subscriptions once made / placed, cannot be cancelled for any reason. There shall be no refunds.

#### SECTION 16: ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. These Terms of Service and any policies or operating rules posted by us on this site or in respect to the Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service). Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

#### SECTION 17: CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.