

## Terms of Service

Please take your time to view our policies and information about <https://revealtheheart.com/> covering copyright, disclaimers, refunds, policies and more. If you have any questions please email [johnlyn@revealtheheart.com](mailto:johnlyn@revealtheheart.com).

### TERMS OF USE

Our programs and services are owned and operated by Johnlyn Broeder and <https://revealtheheart.com/> (“Company”, “we”, or “us”). The term “you” refers to any purchaser and/or user of any of our programs and services.

These Terms of Use (“Terms of Use”) state how you may use our programs and services, and their content. Please read these Terms of Use carefully. We reserve the right to change these Terms of Use from time to time.

By using any of our programs and services you are agreeing to the Terms of Use as they appear and are legally bound by them, whether or not you have read them. If at any time you do not agree with these Terms of Use, please do not use our programs and services.

**These Terms of Use require the use of arbitration on an individual basis to resolve disputes, rather than jury trials, and limit the remedies available to you in the event of a dispute. You fully understand and agree that by enrolling in, purchasing and/or using any of our programs and services that you are waiving certain legal rights and you are voluntarily agreeing to do so.**

### USE AND CONSENT

By purchasing or using any of our programs and services, you agree to abide by these Terms of Use as well as [Privacy Policy](#), and any other terms and conditions that may apply, and are you are required to act in accordance with them. Accessing, purchasing or using our programs and services, in any manner constitutes use of the programs and services and your agreement to be bound by these Terms of Use.

### ONE-ON-ONE BOOKING AND CANCELLATION POLICY

We’re committed to providing a high quality service which is respectful, compassionate and sensitive to client needs.

Once payment and booking time is made, it’s your responsibility to keep your appointment. If you need to cancel, you must provide 24 hours notice. This will allow the opportunity for those to take up the cancelled session space.

If you cancel within 24 hours or more notice, we can simply arrange another booking time for you. If you cancel in less than 24 hours, there will be no refund. If you then choose to book another session, that will incur a further full session fee.

## **REFUND POLICY**

Your satisfaction with your programs and services is important to us. Yet, because of the extensive time, effort, preparation and care that goes into creating and/or providing our programs and services, we have a no refund policy.

Unless otherwise provided by law, you acknowledge that we do not offer refunds for any portion of your payment for any of our programs and services, and no refunds will be provided to you at any time. By using and/or purchasing any of our programs and services, you understand and agree that all sales are final and no refunds will be provided.

## **COPYRIGHT TERMS & CONDITIONS**

The contents of this site <https://revealtheheart.com/> are protected by copyright law.

No site content may be displayed on another website or other media without prior permission of the copyright owner.

## **DISCLAIMER POLICY**

### **General Disclaimer**

Services and products offered by <https://revealtheheart.com/> are not intended as a substitute or replacement for licensed medical care. They are intended solely for personal development.

Services do not replace the need for services by medical professionals, and as such, any changes to your current treatment should be discussed with your medical practitioner. Additionally, any questions concerning medical issues should also be directed towards your healthcare practitioner.

Do not listen to a session or have a session while driving or operating machinery, and always choose a safe and secure environment.

The testimonies that have been used are intended to represent an accurate example of results for a large cross-section of clients, readers and students. It is, however, not guaranteed.

## **MEDICAL DISCLAIMER**

Our programs and services are not to be perceived as or relied upon in any way as medical advice or mental health advice. Johnlyn Broeder is neither a qualified psychologist, nor a qualified counsellor, and offers her insights and advice for guidance only.

If you choose to rely solely on the information and resources provided herein, please be advised that recovery from anxiety, depression and chronic health issues may be painful, difficult or confusing and that Johnlyn Broeder @ <https://revealtheheart.com/> cannot be held liable.

Do not disregard professional medical advice or delay seeking professional advice because of information you have read in our programs or services received from us. Do not stop taking any medications without speaking your health care professional. We are not providing health care, medical or therapy services or attempting to diagnose, treat, prevent or cure in any manner whatsoever any physical ailment, or any mental or emotional issue, disease or condition. We are not giving medical, psychological, or religious advice whatsoever.

### **PERSONAL RESPONSIBILITY AND ASSUMPTION OF RISK**

As a Licensee, you agree that you are using your own judgment in using our programs and services and you agree that you are doing so at your own risk. Our programs and services are for informational and educational purposes only. You agree and understand that you assume all risks and no results are guaranteed in any way related to our programs and services. Our programs and services are merely to provide you with education and tools to help you make your own decisions for yourself. You are solely responsible for your actions, decisions and results based on the use, misuse or non-use of our programs and services.

### **LEGAL DISCLAIMER**

- i. In publishing this website, the author does not guarantee the suitability, effectiveness or appropriateness of any products or treatments. The author has no medical background or training; therefore, use the information, products and services on this website at your own risk.
- ii. The information, services, products, messages and articles in this website, individually and collectively, are provided with the understanding that the author is not engaged in rendering medical advice or recommendations.
- iii. Statements and information regarding books and any products mentioned within this site are not intended to diagnose, treat, cure or prevent any disease or health condition.
- iv. No warranty, expressed or implied, is given as to the accuracy, completeness or timeliness of any information herein this website, or for obtaining legal advice. To the fullest extent permissible pursuant to applicable law, neither the author nor any other parties who have been involved in the creation, preparation, printing, or delivering of this website assume responsibility for the completeness, accuracy, timeliness, errors or omissions of said information and assume no liability for any direct, incidental, consequential, indirect, or punitive damages as well as any circumstance for any complication, injuries, side effects or other medical accidents to person or property arising from, or in connection with the use or reliance upon any information contained herein.

### **ADULTS (18+) ONLY DISCLAIMER**

All materials and programs published by Johnlyn Broeder are for adult use only. Johnlyn Broeder's programs are self-help, and as such and are not suitable for minors under the age of 18.

## **WEBSITE SECURITY POLICY**

When using logins, purchases, or other pages which contain or transmit sensitive information, our site employs third-party services – specifically: WooCommerce, Stripe and Acuity Scheduling, etc.

Certain sections of the Website or its Content may allow you to make purchases from us. If you make a purchase from us through our Website, all information obtained during your purchase or transaction and all of the information that you give as part of the transaction, such as your name, address, method of payment, credit card number, and billing information, may be collected by both us, the merchant, and our payment processing company. Please review our [Privacy Policy](#) for how we comply with securing your personal data.

Your participation, correspondence or business dealings with an affiliate, individual or company found on or through our Website, all purchase terms, conditions, representations or warranties associated with payment, refunds, and/or delivery related to your purchase, are solely between you and the merchant. You agree that we shall not be responsible or liable for any loss, damage, refunds, or other matters of any sort that incurred as the result of such dealings with a merchant.

Payment processing companies and merchants may have privacy and data collection practices that are different from ours. We have no responsibility or liability for these independent policies of the payment processing companies and merchants. In addition, when you make certain purchases through our Website or its Content, you may be subject to the additional terms and conditions of a payment processing company, merchant or us that specifically apply to your purchase. For more information regarding a merchant and its term and conditions that may apply, visit that merchants Website and click on its information links or contact the merchant directly.

You release us, our affiliates, our payment processing company, and merchants from any damages that you incur, and agree not to assert any claims against us or them, arising from your purchase through or use of our Website or its Content.

## **SECURITY**

When you apply for, enroll in, purchase or use our programs and services we may seek and collect personal data and information including but not limited to your name, email address, phone number, billing information, credit card or payment information. (“Confidential Information”).

By providing such Confidential Information to us, you grant us permission to use and store such Confidential Information. We, in turn, will use our best efforts to keep your Confidential Information safe, secure and confidential. We take precautions to protect such Confidential

Information. When you submit Confidential Information via our programs and services, we take measures to protect the security of your Confidential Information both online and offline.

However, due to the nature of the Internet, we cannot completely ensure or warrant the security of your Confidential Information or of any other data or information transmitted to us or through our services; therefore submitting Confidential Information, data or other information is done at your own risk.

We have security measures in place to prevent the loss, misuse, and alteration of the information that is obtained from you, but we make no assurances about our ability to prevent any such loss, misuse, to you or to any third party arising out of any such loss, misuse, or alteration.

### **TECHNOLOGY DISCLAIMER**

We try to ensure that the availability and delivery of our Website and its Content is uninterrupted and error-free. However, we cannot guarantee that your access will not be suspended or restricted from time to time, including to allow for repairs, maintenance or updates, although, of course, we will try to limit the frequency and duration of suspension or restriction. To the fullest extent permitted by law, we will not be liable to you for damages or refunds, or for any other recourse, should our Website or its Content become unavailable or access to the team becomes slow or incomplete due to any reason, such as a system backup procedures, internet traffic volume, upgrades, overload of requests to the servers, general network failures or delays, or any other cause which may from time to time make our Website or its Content inaccessible to you.

### **LINKS TO OTHER WEBSITES**

We may provide links and pointers to other websites maintained by third parties that may take you outside of our programs and services. These links are provided for your convenience and the inclusion of any link in our programs and services to any other website does not imply our endorsement, sponsorship, or approval of that website or its owner.

We have no control over the contents or functionality of those websites and so we accept no responsibility for any loss, damage, or otherwise that may arise from your use of them and therefore we do not guarantee the accuracy, completeness, or usefulness of any other website or their content. It is your responsibility to review the terms and conditions and privacy policies of those linked websites to confirm that you understand and agree with those policies.

### **INDEMNIFICATION**

You agree at all times to defend, indemnify and hold harmless our Company, as well as any of our affiliates, agents, contractors, officers, directors, shareholders, employees, joint venture partners, successors, transferees, assignees, and licensees, as applicable, from and against any and all claims, causes of action, damages, liabilities, costs and expenses, including legal fees and expenses, arising out of or related to our programs and services, or your breach of any

obligation, warranty, representation or covenant set forth in these Terms and Conditions or in any other agreement with us.

## TERMINATION

You have the right to terminate your use of or participation in our programs and services at any time by sending an email to [johnlyn@revealtheheart.com](mailto:johnlyn@revealtheheart.com).

We reserve the right in our sole discretion to refuse or terminate your access to our programs and services, in full or in part, at any time, without notice, by sending you an email to the email address you provided upon purchase of the programs and services.

All of the terms of this Terms of Use, including but not limited to all copyright, trademark, and intellectual property rights, disclaimers, limitations of liability, release of claims, and our Refund Policy will still apply now and in the future, even after termination by you or us.

## DISPUTE RESOLUTION

It is hoped that should we ever have any differences; we could be able to work them out amicably through email correspondence. However, should we be unable to seek resolution within a reasonable time, you agree now that that the only method of legal dispute resolution that will be used is binding arbitration before a single arbitrator, selected jointly, in accordance with the American Arbitration Association Rules. Prior to seeking arbitration, you must send an email to us at [johnlyn@revealtheheart.com](mailto:johnlyn@revealtheheart.com) and include all of your reasons for dissatisfaction with your service or program. You understand and agree now that the only remedy that can be awarded to you through arbitration is full refund of your Payment made to date. No other actions or financial awards of consequential damages, or any other type of damages, may be granted to you. We both agree now that the decision of the arbitrator is final and binding and may be entered as a judgment into any court having the appropriate jurisdiction.

**By purchasing our programs and services you are agreeing to a modification of the statute of limitations such that any arbitration must begin within one (1) year of the date of your email to me referenced above or you waive the right to seek dispute resolution by arbitration or to take any other legal action.**

You also agree that should arbitration take place, it will be held in the state of New Mexico, and the prevailing party shall be entitled to all reasonable attorneys' fees and all costs necessary to enforce the decision of the arbitrator.

If any terms of these Terms of Use are construed to be invalid or unenforceable for any reason, it shall not affect the validity or enforceability of any other term which shall be given full force and effect.

## EMPA INSURANCE DISCLAIMER:

Except in the case of gross negligence or malpractice, I or my representative(s) agree to fully release and hold harmless Johnlyn Broeder from and against any and all claims or liability of whatsoever kind or nature arising out of or in connection with my session(s).

Last Updated: Feb 15, 2021