

# Terms and Conditions

## Introduction

Please read these Terms and Conditions of Use ("Terms") carefully before using this website. By accessing and using this website (the "Website"), you agree to be bound by these Terms and all applicable laws. If you do not agree with any of these Terms, **do not use this Website**.

These Terms govern your use of the Website, including all pages within it (collectively referred to as the "Website"). By using the Website, you expressly accept all terms and conditions contained herein in full. **You must not use the Website if you have any objection** to any of these Terms.

## Copyright

All content included on this Website — including, but not limited to, text, graphics, and code — is the property of **Keiko Wellness** (the "Company") and is protected by Canadian and international copyright laws. This collective work includes materials licensed to the Company. **All rights are reserved.**

Permission is granted to electronically copy and print hard copy portions of this Website for your personal, non-commercial use, and solely for the purpose of placing an order with Keiko Wellness or purchasing products from Keiko Wellness. You may display, download, or print portions of the material from various areas of the Website only for your own non-commercial use or to place an order with the Company. Any other use of content from this Website — including reproduction, distribution, modification, display, or transmission — is strictly prohibited unless expressly authorized by Keiko Wellness. You agree not to remove or alter any proprietary notices from materials downloaded or printed from the Website.

## Trademarks

All trademarks, service marks, logos, and trade names of **Keiko Wellness** used on the Website are trademarks or registered trademarks of Keiko Wellness. These marks are protected by applicable trademark laws. Nothing on the Website should be construed as granting any license or right to use any trademark displayed on the Website without the Company's prior written permission.

## Warranty Disclaimer

This Website and all materials and products provided through the Website are offered on an "**as is**" and "**as available**" basis, without warranties of any kind, either express or implied. To the fullest extent permissible under applicable law, Keiko Wellness **disclaims all warranties**, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

Keiko Wellness does not warrant that the functions or content on the Website will be uninterrupted or error-free, that any defects will be corrected, or that the Website (or the server that makes it available) is free of viruses or other harmful components. Keiko Wellness makes no warranties or representations regarding the use of the information or materials on this Website in terms of their correctness, accuracy, adequacy, usefulness, timeliness, reliability, or otherwise.

*(Some jurisdictions do not allow the exclusion of certain warranties, so some of the above exclusions may not apply to you.)*

## **Limitation of Liability**

To the maximum extent permitted by law, **Keiko Wellness shall not be liable** for any special, indirect, incidental, consequential, or punitive damages that result from your use of, or inability to use, this Website or the products and services provided through the Website. This limitation of liability applies even if Keiko Wellness has been advised of the possibility of such damages. It covers all causes of action, whether in contract, tort (including negligence), strict liability, or otherwise.

In particular, Keiko Wellness is not liable for any loss of profits, loss of business, loss of data, loss of goodwill, or other intangible losses resulting from (i) your use or your inability to use the Website; (ii) unauthorized access to or alteration of your transmissions or data; or (iii) any other matter relating to your use of the Website or products obtained through the Website.

**Assumption of Risk:** You expressly assume all risks associated with using any information or materials provided by Keiko Wellness. This includes, without limitation, the risks involved in trying new foods, supplements, or lifestyle changes mentioned on the Website. If you participate in any programs or use any products from Keiko Wellness, you do so at your own risk.

**Exclusive Remedy:** Keiko Wellness's entire liability, and your exclusive remedy, in case of any dispute or dissatisfaction with any program or material provided by the Company is to stop using the program or material. By participating in any program or using the Website, you agree to release Keiko Wellness (and its owners, officers, employees, agents, and affiliates) from any and all liability, damages, causes of action, claims, or demands whatsoever, in law or equity, arising from your past or future participation in any program or use of the Website.

## **For Educational and Informational Purposes Only**

The information provided on or through this Website is intended **for educational and informational purposes only**, and is made available as a self-help resource for your personal use. Nothing on this Website is intended as, or should be understood as, professional advice in any area including medical, dietary, or psychological advice.

## **Not a Substitute for Medical Advice**

Keiko Wellness (including any of its coaches, associates, employees, and consultants) is **not a medical organization** and our staff are not doctors, licensed dietitians, psychologists, or other registered healthcare professionals. We do not provide medical advice, diagnosis, or treatment. Any guidance or content on this Website (or through our services) is not intended to replace consultation with a qualified healthcare provider.

While we strive to provide useful and accurate information, **we cannot be held responsible** for any errors or omissions, and we accept no liability for any loss or damage you may experience. You should always seek the advice of your physician or another qualified healthcare provider for any questions you have regarding a medical condition or before implementing any nutritional or lifestyle changes.

If you are under the care of a healthcare professional or are using any prescription medications, you should consult with that professional before making any changes to your diet, exercise regimen, or using any supplements recommended by Keiko Wellness. Do not discontinue any prescribed medications without first consulting your doctor. If you have any medical or mental health conditions, **get approval from your healthcare provider** before participating in any program offered by Keiko Wellness. You understand that Keiko Wellness is not licensed or trained to provide medical diagnoses, and information received from Keiko Wellness or our Website should not be seen as medical advice or recommendations.

## **Personal Responsibility**

By using our Website, you acknowledge that you are participating voluntarily and that **you are solely responsible** for your decisions, actions, and results now and in the future. You agree to use your own judgment and due diligence before implementing any idea, suggestion, or recommendation from the Website into your life, whether personal, family, or business. You accept full responsibility for any consequences of your use or non-use of any information provided on or through this Website.

## **Code of Conduct**

You agree to use the Website in a lawful and respectful manner. You may not use the Website for any illegal or unauthorized purpose. In addition to complying with all applicable laws and regulations (including the laws of the Province of Ontario, Canada, and your local laws), you agree that you will **not** engage in any of the following prohibited behaviors on the Website:

- **Disruption:** You will not use the Website in a way that could disable, overburden, damage, or impair the site, or interfere with any other party's use and enjoyment of the Website.
- **Inappropriate Content:** You will not post or upload any content that is inappropriate, promotional (spam), defamatory, obscene, destructive, or unlawful.
- **Harassment or Violations:** You will not defame, abuse, harass, or otherwise violate the legal rights (such as privacy and publicity) of others.
- **Malicious Files:** You will not upload or transmit any harmful or malicious material, such as viruses, malware, or any files that could damage another person's computer or software.

You are responsible for your own conduct and communications on the Website and for any consequences that arise from them. Keiko Wellness reserves the right to remove or restrict access for any individuals who violate these Terms or engage in misconduct within our community.

## No Guarantees

Keiko Wellness is committed to supporting you in your wellness journey, but **we cannot guarantee** any specific results from the use of our Website or our programs and services. Your success and health outcomes depend on many factors, including your personal commitment, follow-through, and unique body. You acknowledge that results will vary from person to person. We make no promises or guarantees regarding the outcome of any suggestions, programs, or services mentioned on this Website.

You fully agree that Keiko Wellness (and founder **Keiko Arai**) is not responsible for your success or failure, or any other result you may experience from information or techniques provided on or through the Website. **You are solely responsible** for your results.

## Purchases and Subscriptions

If you purchase any product or service through the Website ("Purchase"), you may be asked to provide certain information relevant to your purchase. This information may include, without limitation, your name, phone number, email address, billing and shipping address, payment information (e.g., credit card details), and your geographic location. You agree to provide **accurate, current, and complete information** at the time of purchase, and to promptly update your account information if it changes.

Please review our Privacy Policy to understand how we collect and use your personal information provided during a purchase.

Some products or services may be offered on a subscription basis. If a service is sold as a subscription (for example, recurring monthly billing or an installment payment plan), the billing details will be explained on the relevant sales or checkout page. By agreeing to a subscription purchase, you authorize the Company to charge your payment method in advance on a recurring basis, as per the terms of the subscription agreement (e.g., monthly, quarterly, or annually).

## Payment Terms

Keiko Wellness accepts payments through secure third-party processors, including Stripe. You may pay for products or services via a one-time payment or a pre-agreed installment plan, as specified on the checkout page at the time of purchase.

If you select an installment payment plan, you agree to allow our payment processor to charge your provided payment method at the intervals and amounts outlined during the checkout process.

### Failed or Missed Payments

If a scheduled payment fails (due to insufficient funds, expired card, or any other issue), the system will automatically retry the payment up to **three (3)** times. These retries typically occur over several days, and you will be notified by email of each attempt.

If the **second payment attempt fails**, your access to any associated program materials may be **temporarily suspended** until the payment is successfully processed.

If the **third and final payment attempt fails**, your access will be **terminated**, and your account may be referred for collection efforts. Re-enrollment in the program may require full payment upfront and approval from Keiko Wellness.

We reserve the right to adjust or suspend access based on missed payments, and it is your responsibility to ensure that your billing information remains current and accurate throughout the duration of your payment plan.

## Refunds and Cancellation Policy

The policies for refunds and cancellations may **vary depending on the specific service or program** you purchase from Keiko Wellness:

- **1:1 Consultations:** Our one-on-one consultation packages may have more flexible rescheduling or cancellation terms. When you purchase a 1:1 consultation or coaching package, you will receive a client agreement that includes detailed terms and conditions

for cancellations and refunds specific to that service. You must review, agree to, and sign that agreement before your one-on-one services begin. Generally, we aim to accommodate reasonable scheduling changes for 1:1 sessions, but any refunds or cancellations will be handled according to the terms in the signed agreement.

- **Online Programs (e.g., the Paradigm Shift Formula):** Online courses or programs may have their own refund and cancellation terms. Any such policy will be clearly stated on the program's sales page or in the terms you agree to at the time of purchase. For example, if an online program includes immediate access to digital content or bonus one-on-one coaching sessions as part of a one-time payment package, refunds might not be offered once you have accessed the materials or received the bonus session. Be sure to check the specific refund policy for each program before purchase.
- **Subscription Services:** If you subscribe to a service that bills periodically, the cancellation policy (including how to cancel future billings and whether any prorated refunds are available for unused time) will be outlined in the subscription agreement or on the checkout page.

By completing a purchase, you agree to the refund and cancellation policy applicable to that product or service. If you have questions about the refund or cancellation terms for a particular service, please contact us at [support@keikowellness.com](mailto:support@keikowellness.com) before making your purchase.

## Results Disclaimer

Any testimonials or examples of outcomes published on our Website are not guarantees of results. They are illustrative of individual experiences. **There is no assurance** that you will achieve the same results from our Website, services, or programs. Each individual's health and success depend on many factors personal to them.

You agree that neither Keiko Wellness nor Keiko Arai is responsible for your level of success, improvement, or any failure to achieve any specific result from information or programs provided. You accept that **you are solely responsible** for your progress and results.

## Indemnification and Release of Claims

To the fullest extent permitted by law, you agree to **indemnify, defend, and hold harmless** Keiko Wellness, its affiliates, partners, and respective officers, directors, employees, agents, consultants, and contractors from and against any and all claims, causes of action, damages, liabilities, costs, and expenses (including reasonable legal fees) arising out of or related to your use of the Website or your breach of these Terms.

This indemnification extends to any **third-party claims** arising from your actions: for example, if you post content on the Website that infringes someone else's rights, or if you violate any law or these Terms in a way that causes harm to a third party, you will be responsible for all related losses and legal fees that Keiko Wellness (or its affiliates and agents) may incur as a result.

Furthermore, you **release Keiko Wellness** (along with its affiliates, officers, directors, and employees) from any and all claims or liability, known or unknown, arising out of or connected with your use of the Website or participation in any programs or services. If you have a dispute with any third party (such as other users or any service providers), you release Keiko Wellness from any claims or damages of every kind arising out of such disputes.

## **Errors and Omissions**

Although we make every effort to ensure the accuracy of information on this Website, **errors or omissions** may occur. The content may include inaccuracies or typographical errors. You understand that information on the Website (including blog posts, articles, or program materials) may become outdated or inaccurate over time as scientific research, technology, or business practices evolve.

Keiko Wellness is not responsible for the accuracy, reliability, or completeness of any information available on or through this Website. You agree that Keiko Wellness is not liable for any inaccuracies or errors, or for any outcomes that result from such inaccuracies or errors. It is your responsibility to verify information and seek professional advice where appropriate.

## **No Endorsement**

From time to time, the Website may reference or link to information, products, or services of other individuals or businesses. Any such reference or link is **not an endorsement** or recommendation by Keiko Wellness. We share resources and links for informational purposes only.

Keiko Wellness is not responsible for the content, offers, or services of any other website or entity that may be linked or referenced. If our content mentions another individual or company, it does not mean we endorse them. Conversely, if another website or individual mentions or links to Keiko Wellness, it does not imply our formal endorsement of them.

You should use your own judgment and investigation before deciding to purchase or use any third-party products or services that may be mentioned on our Website. Any participation in third-party offerings is solely at your own risk, and Keiko Wellness is not liable for any outcomes.

## **Affiliates**

Keiko Wellness may, from time to time, participate in affiliate marketing and partnerships with other businesses. This means if you purchase a product or service through a link on our Website to an affiliate partner, we might receive a commission or other compensation at no extra cost to you. Rest assured, **we only affiliate with products, services, and businesses that align with our values** and that we believe may provide value to our clients and readers.

However, any mention of an affiliate product or service is **not an endorsement** by Keiko Wellness of the product or service itself. You should still use your own judgment to determine if any affiliated product or service is right for you. You agree that Keiko Wellness is not liable for any issues or results arising from purchases through affiliate links.

## Variation of Terms

Keiko Wellness reserves the right, at its sole discretion, to amend, remove, or update any portion of the Website or these Terms at any time without prior notice. We may add or discontinue services, or make changes to any page of this Website, as we see fit.

Any changes to these Terms will become effective as soon as they are posted on the Website. It is your responsibility to review these Terms periodically for updates. By continuing to use the Website after any modifications to the Terms are posted, you agree to be bound by the updated Terms.

## Complaints and Feedback

Keiko Wellness is committed to excellent client support. We maintain a **complaints handling procedure** to try to resolve disputes or issues amicably and efficiently. If you have any complaints, concerns, or feedback about our services or your experience with our Website, please contact us at [support@keikowellness.com](mailto:support@keikowellness.com). We will make a sincere effort to address your concerns and come to a mutually agreeable resolution.

## Severability

If any provision of these Terms is found to be unenforceable or invalid under applicable law, that provision will be deemed severed from these Terms. The removal of the invalid provision will not affect the validity and enforceability of the remaining provisions. All other provisions will remain in full force and effect.

## Entire Agreement

These Terms (along with any legal notices, disclaimers, and our Privacy Policy posted on the Website) constitute the **entire agreement** between you and Keiko Wellness regarding your use

of the Website. They supersede any prior agreements, understandings, or communications between you and Keiko Wellness, whether written or oral, relating to the subject matter herein.

## **Governing Law and Jurisdiction**

This agreement and your use of the Website are governed by the laws of the **Province of Ontario, Canada**, and the applicable federal laws of Canada. By using the Website, you agree that any disputes arising from or related to your use of the Website or these Terms will be subject to the exclusive jurisdiction of the courts of the Province of Ontario.

You also agree to waive any right you may have to a trial by jury in any legal proceeding arising out of or relating to these Terms or your use of the Website. Additionally, you waive any right to participate in a class action against Keiko Wellness related to the Website, the content on the Website, or these Terms.

## **Contact Information**

The Website is operated by Keiko Wellness, based in Ontario, Canada. You can contact us by email at [support@keikowellness.com](mailto:support@keikowellness.com) for any questions or notices relating to these Terms or the Website.

Electronic communications are permissible for all notices and communications under these Terms. Any notices to you from the Company may be delivered by posting on the Website or via email to the address you provide. Likewise, any notices or communications you send to the Company should be sent via email to the address above.

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**By using this Website, you acknowledge that you have read, understood, and agreed to all parts of the above Terms and Conditions.** If you have any questions about these Terms, please contact us at [support@keikowellness.com](mailto:support@keikowellness.com) before using the Website or purchasing any of our services.