

## **HollywoodBody.us**

### **Terms & Conditions**

#### **TERMS OF USE**

Please read these terms and conditions carefully. By using this Website, you agree to be bound by and comply with the terms and conditions below. These terms and conditions are subject to change, without notice, at any time, at the sole discretion of the Website operator. Continued use of this site after any change in terms constitutes your understanding and acceptance of the new terms, and that you agree to comply with these new terms. We will notify you of amendments to these terms and conditions by posting a notification of changes to this Website. If you do not agree with these terms and conditions, please do not access this Website.

#### The Legal Upswing

Irina Cazazaeva runs this site and would love for you to use it. This site, blog and related services are designed to educate and assist you in your transformational process, and we encourage you to express yourself freely. However, be responsible in what you write, and please be respectful. Being critical is fine, but rudeness and personal attacks are not. In particular, make sure that none of the prohibited items listed below appear in your writing or what you link to (things like spam, viruses, or hate content).

#### Terms of Service

The following terms and conditions govern all use of the [www.hollywoodbody1.com](http://www.hollywoodbody1.com) website and all content, services and products available at or through the website. The Website is owned and operated by Irina Cazazaeva. The Website is offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, our Privacy Policy) and procedures that may be published from time to time on this Site by Irina Cazazaeva (collectively, the "Agreement").

The Website is available only to individuals who are at least 18 years old.

#### Responsibility of Contributors

If you comment on a blog, post material to the Website, post links on the Website, or otherwise make (or allow any third party to make) material available by means of the Website (any such material, "Content"), You are entirely responsible for the content of, and any harm resulting from, that Content. That is the case regardless of whether the Content in question constitutes

text, graphics, an audio file, or computer software. By making Content available, you represent and warrant that:

the downloading, copying and use of the Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party;

if your employer has rights to intellectual property you create, you have either (i) received permission from your employer to post or make available the Content, including but not limited to any software, or (ii) secured from your employer a waiver as to all rights in or to the Content; you have fully complied with any third-party licenses relating to the Content, and have done all things necessary to successfully pass through to end users any required terms;

the Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content;

the Content is not spam, is not machine or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);

the Content is not pornographic, does not contain threats or incite violence, and does not violate the privacy or publicity rights of any third party;

your blog is not getting advertised via unwanted electronic messages such as spam links on newsgroups, email lists, other blogs and web sites, and similar unsolicited promotional methods;

your posts are not named in a manner that misleads readers into thinking that you are another person or company. For example, the URL you use in your posts is not the name of a person other than yourself or company other than your own.

Without limiting any of those representations or warranties, Irina Cazazaeva has the right (though not the obligation) to, in Irina Cazazaeva's sole discretion (i) refuse or remove any content that, in Irina Cazazaeva's reasonable opinion, violates any Irina Cazazaeva policy or is in any way harmful or objectionable, or (ii) terminate or deny access to and use of the Website to any individual or entity for any reason, in Irina Cazazaeva's sole discretion. Irina Cazazaeva will have no obligation to provide a refund of any amounts previously paid.

## Cancellation Policy

For the LIVE Event ONLY: Any cancellation will result in a total loss of the trip price. We reserve the right to cancel the trip if it is not meeting the trip minimum (if we do so your deposit is refunded in full). Trip cancellation insurance is always recommended whenever making travel plans.

For The Hollywood Body Retreat Program: We give you 30 days from purchase to review and use the Hollywood Body Retreat Program. If you do the work and don't feel we've delivered on our promise, we'll happily refund 100% of your \$1997 USD tuition. To be eligible for a refund, simply submit your completed homework from Module One in the private Facebook group to show us that you did indeed take action within our program.

## No Professional Advice Disclaimer

The information contained in or made available through this website (including but not limited to information contained on blog posts, in text files, videos, or in teleclasses) cannot replace or substitute for the services of trained professionals in any field, including, but not limited to, financial, medical, psychological, or legal matters. In particular, you should regularly consult a doctor in all matters relating to physical or mental health, particularly concerning any symptoms that may require diagnosis or medical attention. We and our licensors or suppliers make no representations or warranties concerning any treatment, action, or application of medication or preparation by any person following the information offered or provided within or through the Site. Neither we nor our partners, or any of their affiliates, will be liable for any direct, indirect, consequential, special, exemplary or other damages that may result, including but not limited to economic loss, injury, illness or death. You alone are responsible and accountable for your decisions, actions and results in life, and by your use of the Sites, you agree not to attempt to hold us liable for any such decisions, actions or results, at any time, under any circumstance.

## **HEALTH DISCLAIMER**

Irina Cazazaeva is an international health and wellness coach, natural health practitioner (naturopath), fitness and nutrition writer, a specialist in traditional chinese medicine, and a mother. Her experience in life has left her with a lot of information to share with others to improve their lives as she has improved hers. Although Irina Cazazaeva is a licensed naturopath and a member of Canadian Naturopathic Association, and users of this Website understand that her recommendations, recipes, meditations, herbal remedies, fitness tips, guides, and other related services, are intended solely to motivate and encourage a healthy lifestyle, and a proper diet, nutrition, and fitness regimen.

ANY AND ALL INFORMATION CONTAINED ON THIS WEBSITE IS NOT INTENDED TO SERVE AS MEDICAL ADVICE, FROM A HEALTH CARE PROFESSIONAL OR OTHERWISE. EXERCISE, DIET AND HEALTH RELATED MATTERS VARY FROM PERSON TO PERSON. NOTHING ON THIS WEBSITE SHALL BE CONSIDERED, OR USED AS A SUBSTITUTE FOR MEDICAL ADVICE, DIAGNOSIS OR TREATMENT. ANY ACTION WHATSOEVER WHICH IS TAKEN BASED ON THE CONTENTS OF THIS WEBSITE OR ANY OF ITS RELATED SITES, MATERIALS, PRODUCTS OR INFORMATION IS TO BE USED SOLELY AT YOUR OWN DISCRETION, RISK AND LIABILITY. YOU SHOULD ALWAYS CONSULT THE APPROPRIATE HEALTH PROFESSIONALS ON ANY MATTER THAT IS RELATED TO YOUR HEALTH AND WELL BEING BEFORE PROCEEDING WITH ANY ACTION PERTAINING TO

HEALTH RELATED ISSUES. WHILE THE INFORMATION PROVIDED ON THIS WEBSITE IS BELIEVED TO BE ACCURATE, THIS WEBSITE ASSUMES NO LIABILITY FOR THE USE OR MISUSE OF INFORMATION AND PRODUCTS ON THIS WEBSITE.

NEITHER THIS WEBSITE NOR ITS AFFILIATES, DIRECTORS, OFFICERS, OWNERS, EMPLOYEES, AGENTS, CONTRACTORS, REPRESENTATIVES, SUCCESSORS OR ASSIGNS, SHALL BE RESPONSIBLE IF YOU FAIL TO CONSULT THE APPROPRIATE HEALTH AUTHORITIES WITH RESPECT TO YOUR HEALTH CARE BEFORE ACTING ON OR USING ANY INFORMATION OR PRODUCTS FOUND ON THIS WEBSITE, NOR WILL THEY BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS, OR THE USE OR MISUSE OF, THE INFORMATION ON THIS WEBSITE.

The use of this website does not create a professional-client relationship (including relationship between Subscribers and Registered Dietitians). Information provided on this web site and the use of any products or services purchased from our web site by you DOES NOT create a doctor-patient relationship between you and any of the consultants affiliated with our web site.

#### Guarantees Disclaimer

We appreciate your utilization of Irina Cazazaeva's Hollywood Body program, videos, teleclasses, newsletters and/or other content, and so we've taken every effort to ensure we accurately represent our events, classes, journeys, retreats and teleclasses, and their potential to help you grow spiritually, personally, address your health issues. However, there is no guarantee that you will lose weight using such techniques, reach enlightenment, change your mental status, heal a terminal illness, or change anything in your life. Nothing on our website is a promise or guarantee of such changes. Your level of success in attaining similar results is dependent upon a number of factors including your skill, knowledge, ability, dedication, self-honesty, patience, openness, and tenacity. Because these factors differ according to individuals, we cannot guarantee your success.

**You alone are responsible for your actions and results in life.** Any forward-looking statements outlined on our website are simply our opinion and thus are not guarantees or promises for actual outcomes. No guarantees are made that you will achieve any results from our ideas or models presented on our website, and we offer no professional legal, medical, psychological or financial advice.

#### Testimonials Disclaimer

The personal experiences by user comments and testimonials on our website are not a guarantee of what you should expect to experience. Although Irina Cazazaeva and/or its affiliates, facilitators, companies and representatives accepts all testimonials in good faith, Irina Cazazaeva and/or its affiliates, facilitators, companies and representatives have not independently examined the specific personal results of any of our journeys, retreats, teleclasses and video participants, and therefore has not verified the any specific experiences, improvements, changes or results quoted therein. These results may or may not be typical, and your results or experiences, if any, will vary and there is a risk that you will not make any changes at all, or experience what you believe you should experience. Again, whatever changes in your life that you make as a result of our journeys, retreats, teleclasses and videos is totally up to you based on the factors stated in the Guarantees Disclaimer above.

#### UNSUBSCRIBE OR OPT-OUT POLICY

Irina Cazazaeva understands that while you may have subscribed at one time to emails and newsletters from the Website, or someone else may have subscribed using your email address, that you may wish to opt-out of receiving emails. Under the law, you have a right to do so. All emails and newsletters will have an unsubscribe link. If you no longer wish to receive communications, please click the link and follow the instructions

#### COMPLAINTS

In order to ensure the satisfaction of customers and Website users, Irina Cazazaeva encourages you to submit any questions, comments, concerns, or complaints to [info@hollywoodbody.us](mailto:info@hollywoodbody.us). Please let us know how we can best serve you by referencing any problem you encounter, as specifically as possible, and we will get back to you as soon as we can.

#### RISK OF LOSS

Any goods purchased from the Website will be shipped by a third party carrier. As a result, title and risk of loss for such merchandise will pass to you upon our delivery to the carrier, or in the event of a return, would remain with you during the time you ship the item back until the carrier delivers the item back to us.

## PRODUCT DESCRIPTIONS

Irina Cazazaeva attempts to be as accurate as possible. However, Irina Cazazaeva does not warrant that product descriptions or other content of this Website is accurate, complete, reliable, current, or error free. If a product offered by Irina Cazazaeva is not as described, your sole remedy is to return it in unused condition.

## PRODUCT GUARANTEES AND WARRANTIES

Irina Cazazaeva values your satisfaction very highly. She also maintains that all health and fitness results represented by this page are merely to serve as an example, and no results are guaranteed. The Website exists to encourage you to work hard to achieve your goals, and to use the information on the Website to help you do so. Please consult your physician before making any diet or exercise changes, and keep your personal health at a high priority.

Please note that while there is no refund for online consultations, individual or group coaching, detox, cancer prevention or weight-loss programs. If you are unsatisfied with any other products sold on this Website, Irina Cazazaeva offers a 10-day return policy. If the products do not meet your satisfaction in any way, please contact [assisthollywoodbody@gmail.com](mailto:assisthollywoodbody@gmail.com) within 10 days of your purchase to arrange for a refund or exchange of the products you purchased.

## LIMITED AVAILABILITY AND PRICE

In the event a product or service is listed at an incorrect price due to a typographical error or an error in pricing information received from our suppliers, Irina Cazazaeva shall have the right to refuse or cancel any orders placed for product or service listed at the incorrect price. Irina Cazazaeva shall have the right to limit the number of items purchased through this Website. Irina Cazazaeva shall have the right to refuse or cancel any order whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is cancelled, Irina Cazazaevashall immediately issue a credit to your credit card account in the amount of the charge.

## Responsibility of Website Visitors

Irina Cazazaeva has not reviewed, and cannot review, all of the material, including computer software, posted to the Website, and cannot therefore be responsible for that material's content, use or effects. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. Irina Cazazaeva disclaims any responsibility for any harm resulting from the use by visitors of the Website, or from any downloading by those visitors of content there posted. Content Posted on Other Websites: We have not reviewed, and cannot review, all of the material, including computer software, made available through the websites and webpages to which [www.hollywoodbody1.com](http://www.hollywoodbody1.com) links. Irina Cazazaeva does not have any control over those websites and webpages, and is not responsible for their contents or their use. By linking to another website or webpage, Irina Cazazaeva does not represent or imply that it endorses such website or webpage. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. Irina Cazazaeva disclaims any responsibility for any harm resulting from your use of non [www.hollywoodbody1.com](http://www.hollywoodbody1.com) websites and webpages.

#### Copyright Infringement and DMCA Policy

Irina Cazazaeva asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by [www.hollywoodbody1.com](http://www.hollywoodbody1.com) violates your copyright, you are encouraged to notify Irina Cazazaeva in accordance with Irina Cazazaeva Digital Millennium Copyright Act ("DMCA") Policy. Irina Cazazaeva will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. Irina Cazazaeva will terminate a visitor's access to and use of the Website if, under appropriate circumstances, the visitor is determined to be a repeat infringer of the copyrights or other intellectual property rights of Irina Cazazaeva or others. In the case of such termination, Irina Cazazaeva will have no obligation to provide a refund of any amounts previously paid to Irina Cazazaeva.

#### Intellectual Property

The [www.hollywoodbody1.com](http://www.hollywoodbody1.com) and its original content, features and functionality are owned by Irina Cazazaeva and are protected by international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. Other trademarks, service marks, graphics and logos used in connection with the Website may be the trademarks of other third parties. Your use of the Website grants you no right or license to reproduce or otherwise use any Irina Cazazaeva or third-party trademarks.

#### Changes

Irina Cazazaeva reserves the right, at its sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the Website following the posting of any changes to this

Agreement constitutes acceptance of those changes. Irina Cazazaeva may also, in the future, offer new services and/or features through the Website (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement. The latest change: July 9th, 2019.

#### Termination

We may terminate your access to the Site, without cause or notice, which may result in the forfeiture and destruction of all information associated with you. All provisions of this Agreement that by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability. Disclaimer of Warranties: The Website is provided "as is". Irina Cazazaeva, and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranty of merchantability, fitness for a particular purpose and non-infringement. Neither Irina Cazazaeva nor its suppliers and licensors, makes any warranty that the Website will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through the Website at your own discretion and risk.

#### Limitation of Liability

In no event will Irina Cazazaeva, or its suppliers or licensors, be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to Irina Cazazaeva under this agreement during the twelve (12) month period prior to the cause of action. Irina Cazazaeva shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

#### General Representation and Warranty

You represent and warrant that (i) your use of the Website will be in strict accordance with the Irina Cazazaeva and Hollywood Body Privacy Policy, with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from Canada or the country in which you reside) and (ii) your use of the Website will not infringe or misappropriate the intellectual property rights of any third party.

#### Indemnification

You agree to indemnify and hold harmless Irina Cazazaeva, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Website, including but not limited to your violation of this Agreement.

#### Miscellaneous

This Agreement constitutes the entire agreement between Irina Cazazaeva and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized executive of Irina Cazazaeva or by the posting by Irina Cazazaeva of a revised version. Except to the extent applicable law, if any, provides otherwise, this Agreement, any access to or use of the Website will be governed by the laws of the province of Quebec, Canada, excluding its conflict of law provisions, and the proper venue for any disputes arising out of or relating to any of the same will be the state and federal courts located in Quebec. The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorney's' fees. If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may assign your rights under this Agreement to any party that consents to, and agrees to be bound by, its terms and conditions; Irina Cazazaeva may assign its rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.