

# TERMS & CONDITIONS

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Welcome to Alive & Well(ish)! We appreciate folks from all walks of life and owe everyone honesty and transparency. Please take a moment to read the Terms and Conditions for Alive & Well(ish) and use the contact page for all additional questions.

By accessing or using our website at [www.aliveandwellish.com](http://www.aliveandwellish.com) (the "Website"), you (the "User" or "Contributor") signify that you have read, understand, and agree to be bound by these Terms and Conditions ("Terms of Use" or "Agreement"). We reserve the right, at our sole discretion, to change, modify, add, or delete portions of these Terms of Use at any time without further notice. If we do this, we will post the changes to these Terms of Use on this page and will indicate at the end of the page the date these terms were last revised. Your continued use of the Services or the Website after any such changes constitutes your acceptance of the new Terms of Use. If you do not agree to abide by these or any future Terms of Use, do not use or access (or continue to use or access) the Website. It is your responsibility to regularly check the Website to determine if there have been changes to these Terms and Conditions and to review such changes.

PLEASE READ THESE TERMS OF USE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, AND A DISPUTE RESOLUTION CLAUSE THAT GOVERNS HOW DISPUTES WILL BE RESOLVED.

## **Scope of Services**

Alive & Well(ish) does not target individuals under the age of 21 and does not knowingly collect information from those under the age of 18. By accessing or using our Website at [www.aliveandwellish.com](http://www.aliveandwellish.com), you signify that you are at least 18 years old and have read, understand, and agree to be bound by these Terms of Use.

## **Code of Conduct**

This is our comment policy for the Website, group pages AND all other social media accounts owned and operated by Alive & Well(ish). We encourage interaction and welcome reader feedback, even if it is an opposing viewpoint. Yet, if you would like to add to the conversation, please do so in a respectful manner.

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Any reader comments (on the Website or other Alive and Well(ish) account) deemed to be 1) negative and not adding value, 2) rude, 3) off topic, 4) profane or vulgar, 5) spam, or 6) otherwise inappropriate will be deleted and the user may be banned indefinitely.

## **Proprietary Rights & Limited Liability**

All content on the Website, other than User Content as defined below, including but not limited to designs, text, graphics, pictures, video, information, software, music, sound and other files, and their selection and arrangement (the "Website Content"), are the proprietary property of Alive & Well(ish) with all rights reserved. No Website Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, except as provided in the web content Sharing Policy described below, or except as provided by Alive & Well(ish)'s express prior written permission. Any use of the Website or the Website Content other than as specifically authorized herein, without the prior written permission of Alive & Well(ish), is strictly prohibited. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Website Terms shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise.

Except in jurisdictions where such provisions are restricted, in no event will Alive & Well(ish) or its directors, employees or agents be liable to you or any third person for any indirect, consequential, exemplary, incidental, special or punitive damages, including for any lost profits or lost data arising from your use of the Website or the service or any of the Website content or other materials on or accessed through the site, even if Alive & Well(ish) is aware or has been advised of the possibility of such damages.

Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions or limitations may not apply to you, and you may have additional rights.

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## **User Content**

“User Content” means the information you have provided to us for consideration to be posted on the Website. Information may be provided in the form of comments, or, if the Website provides any forum, in a variety of additional related forms such as posts to such forums, user profile information, blog submissions, photographs, and video. By providing User Content to us, you grant to Alive & Well(ish) a non-exclusive, royalty-free license to use, copy, distribute, and display all User Content for the purpose of making the User Content available on the Website. You further understand and agree that Alive & Well(ish) may edit, redact, or refuse to post any User Content that in the sole judgment of Alive & Well(ish) violates this Agreement of which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of Users or others.

## **Shared Content**

You understand that the Services and the Website are available for your personal, non-commercial use only. You represent, warrant and agree that no materials of any kind submitted or shared by you through the Service will violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights; or contain libelous, defamatory or otherwise unlawful material. You further agree not to harvest or collect email addresses or other contact information of Users from the Services or the Website by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications. Additionally, you agree not to use automated scripts to collect information from the Services or the Website or for any other purpose. You further agree that you may not use the Services or the Website in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Website. In addition, you agree not to use the Services or the Website to:

- upload, post, transmit, share, store or otherwise make available any content that we deem to be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable;
- impersonate any person or entity, or falsely state or otherwise misrepresent yourself or your affiliation with any person or entity;
- upload, post, transmit, share or otherwise make available any information that you know is false or misleading;

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- upload, post, transmit, share or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation;
- upload, post, transmit, share, store or otherwise make available any photographs of another person or taken by another person without that person’s consent;
- solicit passwords or personally identifying information for commercial or unlawful purposes;
- upload, post, transmit, share or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- intimidate or harass another User or Contributor;
- upload, post, transmit, share, store or otherwise make available content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law;
- upload, post, transmit, share, store or otherwise make available content that, in the sole judgment of Alive & Well(ish), is objectionable or which restricts or inhibits any other person from using or enjoying the Website, or which may expose Alive & Well(ish) or its Users to any harm or liability of any type.

Except with express written permission, DO NOT

- use any photos or videos from the Website.
- distribute any electronic documents or other Website content, whether free or paid for.

Sharing of links is appreciated and encouraged! You may share a link back to content on the site so long as proper credit is given. You may also physically print material to share with your friends, a work or church group, etc. in limited numbers, provided that you clearly state “Courtesy of [www.aliveandwellish.com](http://www.aliveandwellish.com)” at the top or bottom of EACH page (in a header or footer), and provided of course that you do not sell the material for any fee or compensation.

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The Website contains (or you may be sent through the Website or the Services) links to other Websites (“Third Party Websites”) as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, software and other content belonging to or originating from third parties (“Third Party Content”). Such Third Party Websites and Third Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party Websites accessed through the Website or any Third Party Content posted on the Website, including without limitation the content, accuracy, offensiveness, opinions, reliability or policies of or contained in the Third Party Websites or the Third Party Content. Inclusion of or linking to any Third Party Website or any Third Party Content does not necessarily imply approval or endorsement thereof by us. If you decide to leave the Website and access the Third Party Websites, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Website.

Alive & Well(ish) reserves the right, in its sole discretion, to reject, refuse to post or remove any posting by you, or to restrict, suspend, or terminate your access to all or any part of the Service at any time, for any or no reason, with or without prior notice, and without liability. If you become aware of misuse of the Services by any person, please use the contact page.

## **Subscriber List**

Alive & Well(ish) collects email addresses from those who have subscribed to our Website updates. You may unsubscribe at any time, and we never knowingly sell, giveaway, or provide any of your contact information to outside companies without your permission.

## **Privacy**

We care about the privacy of our Users. Please view the Website’s Privacy Policy for more information. By using the Website and/or the Services, you are consenting to have your personal data transferred to and processed in the United States.

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## **Exclusions and Limitations**

The information provided by this Website contains the opinions and experiences of its author and may also include those from guest authors, who are identified as such. This Website is not intended to provide medical advice and it should not be relied upon for that purpose. Under no circumstances will Alive & Well(ish) be responsible for any loss or damage, including any loss or damage to any User Content or personal injury or death, resulting from anyone's use of the Website or the Services, any User Content or Third Party Content posted on or through the Website or the Services or transmitted to Users, or any interactions between Users of and Contributors to the Website, whether online or offline.

Alive & Well(ish) is not responsible or liable in any manner for any User Content or Third Party Content posted on the Website or in connection with the Services. The information on this Website is provided on an "as is" basis. To the fullest extent permitted by law, this Company:

- excludes all representations and warranties relating to this Website and its contents or which is or may be provided by any affiliates or any other third party, including in relation to any inaccuracies or omissions in this Website and/or the Company's literature; and
- excludes all liability for damages arising out of or in connection with your use of this Website. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised this Company of the possibility of such potential loss), damage caused to your computer, computer software, systems and programs and the data thereon or any other direct or indirect, consequential and incidental damages.

The Website and the Services may be temporarily unavailable from time to time for maintenance or other reasons. Alive & Well(ish) assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, User communications.

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## **Indemnity**

You agree to indemnify and hold Alive & Well(ish), its subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with any User Content, any Third Party Content you post or share on or through the Website, your use of the Services or the Website, your conduct in connection with the Services or the Website or with other Users of the Service or the Website, or any violation of this Agreement or of any law or the rights of any third party.

In the event of any action or proceeding to enforce the terms of these Terms of Use, or arising out of the subject matter of these Terms of Use, the prevailing party shall recover its reasonable attorney's fees and costs, including any and all expenses reasonably incurred.

**I, the User, have read and this agreement and agree to all the provisions contained above.**

*Date of Last Revision: August 2024*

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