

Terms of Service

This website is operated by "A Better You Wellness, LLC", DBA A Better You Wellness, LLC. Throughout the site, the terms "we", "us," and "our" refer to A Better You Wellness, LLC, DBA A Better You Wellness, LLC. A Better You Wellness, LLC offers the information, tools and services on this website. By using this site, and/or purchasing our products and services, you agree to the terms and conditions contained herein, including those terms, conditions and policies referenced here, And/or available via hyperlink. These terms of Service apply to all users of the site, including, but not limited to, browsers, customers, content contributors, vendors and/or partners. If you do not agree to the terms and conditions of this agreement, you should not access the site, purchase or utilize our products and services. Any new products or service offerings which are added will be subject to the terms and conditions of this site. You may review the terms and conditions at any time via this page.

Accuracy of information

You agree to provide current, complete, and accurate purchase and account information for all purchases made on this site. You agree to promptly update your account information and other details including your email address, mailing address (as needed), phone number and credit card information including numbers and expiration dates so that we can complete your orders and contact you as needed. Any failure to keep this information current may result in termination of services.

General conditions

By agreeing to the Terms and Conditions herein, you represent that you are of majority age in your state or province of residence. You will not permit any minor access to this site without your supervision and control. You may not use our products or services for any unauthorized purpose or in violation of any laws in your jurisdiction.

You may not transmit any destructive viruses or code.

You agree not to sell, duplicate, copy, reproduce, or exploit any portion of our services without express written permission from us.

You understand that your information will be transferred over HIPPA-compliant networks. We will take suitable measures to protect your information by encryption so that your information is kept secure. Credit card information is encrypted during the transfer across networks.

We strive to keep the information available on the site current and accurate, however, we are not responsible for information which is deemed inaccurate or outdated.

Historical information is not current and is provided as a reference only. We reserve the right to modify the contents of the site at any time and have no obligation to update information on our site.

It is your responsibility to monitor the site for changes. The content provided on this site is for general information and should not be relied upon as the sole source of information for making decisions without consulting other professionals as deemed necessary.

Reliance on the content on this site is at your own risk.

Changes to Terms of Service

These terms and conditions are subject to future change.

A Better You Wellness, LLC., at its discretion, includes 3rd party offers and products in some of its packages. A Better You Wellness, LLC, will not be held liable for any loss, damage, injury, or harm which results from the usage of such offers or products, up to and including death. A Better You Wellness, LLC, reserves the right to discontinue the inclusion of any of these outside offers and products in its service offerings at any time.

Disclaimer

Some insomnia may be caused by medical physiological conditions or psychological conditions.

A Better You Wellness, LLC, is in no way a medical program and no medical diagnosis shall be given, nor will we comment on medical issues. The services that A Better You Wellness, LLC provides are not intended to replace or supplement medical advice, nor should they be construed as medical advice. By participating in this service, you agree that none of the advice provided by A Better You Wellness, LLC will be considered or relied on as medical advice.

Referrals

On occasion, A Better You Wellness, LLC, may refer you to other businesses for complimentary services or products which may assist in the improvement of your sleep quality. On occasion, A Better You Wellness, LLC, may recommend other natural products to you which may assist with the improvement of your sleep quality. You purchase these additional products and services at your own discretion, and you agree to hold A Better You Wellness, LLC, harmless for any loss, injury or damage, up to and including death, as a result of usage of such products or services.

Third party links

Certain products and services as well as content, may originate from a 3rd party service.

Third party links may direct you to other websites which are not affiliated with us.

We are not responsible for evaluating the content or accuracy of this information and we will not be held liable for any 3rd party material, websites products, or services.

We are not liable for any damage or harm related to the purchase or usage of any goods, services, resources, content, or other transactions made in connection with any third-party websites, up to and including death. Complaints, concerns, claims, or questions related to 3rd party products should be directed to the 3rd party.

Pricing of Services

Pricing of our products and services is subject to change without notice.

Though every effort will be made to honor products purchased, we reserve the right to modify or discontinue service, including package deals, without notice at any time.

We shall not be liable to you or to any 3rd party for any modification, price change, suspension, or discontinuation of service at any time.

We reserve the right to limit sales of our services and products to any person, geographic location, or jurisdiction. We reserve the right to discontinue any product or service at any time.

Any offer for a product or service made on this site is to be deemed void where prohibited.

Payment for Services

With exception of the free initial consultation, payment for services is due in advance of any service being rendered. A 50% deposit for service shall be remitted at least 48 hours in advance of scheduling any service with A Better You Wellness, LLC. Failure to submit payment at least 48 hours in advance of scheduling will jeopardize your request for service and may result in cancellation of any and all scheduled appointments for which service has not yet been rendered. A 50% deposit is due immediately upon entry into agreement for services, and should be remitted prior to scheduling of the first appointment. The remaining balance should be submitted when 50% of services have been performed, prior to scheduling appointment(s) for the remaining service. Failure to remit the remaining balance of payment at least 48 hours in advance of your first appointment for the remaining services will result in cancellation of any appointments made. On occasion, A Better You Wellness, LLC, may opt to offer special payment arrangements at its discretion. The terms of this clause shall apply unless other arrangements are made by A Better You Wellness, LLC, in writing.

Should you sign up for standalone sessions, the aforementioned Payment for Services terms and conditions shall apply, except that payment must be remitted in full for each standalone session prior to booking, and no later than 48 hours prior to service. Failure to remit payment at least 48 hours in advance

will result in cancellation of your appointment. Repeated scheduling of appointments without remission of advance payment may result in blocking of future service.

Refunds

Due to the personalized nature of this service, and the investment of time needed to create customized sleep plans, no refund shall be provided once enrollment into the service has been initiated, indicated by remittance of payment and/or return of signed contract agreement. If an emergency or other issue occurs, requiring you to divert attention away from improving your sleep quality, you may be given a credit to enable you to pause your participation in the program for up to 6 months. You may resume participation within the 6-month period utilizing any credit you have. After the 6-month period, you forfeit any funds remitted and any future participation will require re-enrollment into the program with a new intake.

Cancellations

If it becomes necessary to cancel an appointment, you must do so at least 48 hours in advance of said appointment. Cancellations with less than 48 hours' notice may result in you being liable for the full cost of the session. No credit for the missed session(s) will be given. You have the option, at your discretion, to add a standalone session, at cost, in order to complete the recommended number of sessions per your contractual agreement and/or personalized sleep plan. We reserve the right to terminate the agreement and service to you as a client, if you have repeated cancellations even with 48 hours' notice.

Personal Information

Your submission of personal information through this site is governed by [our Privacy Policy](#).

Indemnification

You agree to indemnify and hold harmless A Better You Wellness, LLC, from all loss, cost expense, judgment or damage on account of injury to persons up to and including death, in any way caused by the negligence of A Better You Wellness, LLC, its agents, or employees, related to or arising out of programs or other matters to which this agreement pertains, together with all legal costs and expenses incurred as a result of you defending any legal action pertaining to the aforementioned.

You agree to indemnify and hold harmless A Better You Wellness, LLC, from all loss, cost expense, judgment or damage on account of injury to persons up to and including death, in any way caused by the negligence of A Better You Wellness, LLC, its agents, or employees, related to or arising out of programs or other matters to which this agreement pertains, together with all legal costs and expenses incurred as a result of A Better You Wellness, LLC, defending any legal action pertaining to the aforementioned.

Severability

The provisions of these terms and conditions shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or any circumstance, is deemed invalid or unenforceable, a suitable and equitable provision shall be substituted in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and the remainder of this agreement and the application of such provision to other persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, In any other jurisdiction.

Termination

Service Agreement may be terminated at any time by the written agreement of the Parties as outlined in the Term and Termination Section. Notwithstanding the foregoing and any other provision contained herein, the following sections of this agreement shall remain in effect and shall survive the termination of this Agreement.

Contact Information

If you have any questions or concerns regarding these Terms and Conditions, please feel free to contact us at the following email address: tj@abettersnooze.com, or at: 817-592-0754 or at: 866-218-7230.

Term; Termination

We reserve the right to refuse service to anyone for any reason at any time.

Any breach of the terms and conditions may result in immediate termination of your client agreement and of your usage of our products and services.

Term. This agreement shall commence on the Effective Date and shall continue for the period of time specified in the contract, unless earlier terminated under the Termination clause., or extended as provided in the Payment for Services section.

Termination for Cause.

If either party defaults materially in the performance of any of its duties or obligations under the terms of the contractual agreement, which default is not substantially cured within 30 days after written notice is given to the defaulting party specifying the default, or with respect to those defaults which cannot be reasonably cured within 30 days, if the defaulting party fails to proceed within 30 days to commence curing said default and to proceed with all due diligence to substantially cure the default, the party not in default may, by giving written notice of termination to the defaulting party, terminate this agreement as of

a date specified in the notice of termination, such termination date being subsequent to the date of the notice of termination.

Termination for Nonpayment

Payments for services are due in advance of any service provided. If you default in payment for services as outlined in the Payment for Services section, we may refuse to provide service.

Termination for Repeated Cancellations

We reserve the right to terminate the agreement and services to you, if you have repeated cancellations, even with 48 hours' notice.

Privacy Policy

Please see Privacy Policy for additional details.