

TERMS OF SERVICE

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Jessica Rebecca operated by Jessica Rebecca Grosser
Jessica Rebecca Grosser is employed by HODL37 GmbH

BY VISITING

<https://www.jessicarebeccatransformation.com>, YOU ARE CONSENTING TO OUR TERMS OF SERVICE.

OVERVIEW

By using

<https://www.jessicarebeccatransformation.com>, referred to as this "Site," all visitors, referred to as "user," "you," and "your," are bound by these Terms of Service. The terms "I," "we," "us," and "our" refer to HODL37 GmbH the "Company", owner of <https://www.jessicarebeccatransformation.com>. Accessing this Site constitutes a use of the Site and an acceptance of the Terms provided herein.

By using the Site, you agree to these Terms of Service, without modification, and acknowledge reading them. We reserve the right to change these Terms of Service or to impose new conditions on the use of the Site, from time to time, in which case we will post the revised Terms of Service on this Site. By continuing to use the Site after we post any such changes means you accept the new Terms of Service with the modifications.

SITE USE

To access or use the Site, you must be 18 years or older and have the requisite power and authority to enter into these Terms of Service.

In order to use the Site, you may be required to provide information about yourself, including your name, phone number, email address, and other personal information. You agree that any registration information you give to the Company will always be accurate, correct, and up-to-date. You must not impersonate someone else or provide account information or an email address other than your own. Your account must not be used for any illegal or unauthorized purpose. You must not, in the use of the Site, violate any laws in your jurisdiction.

You may use the Site for lawful purposes only. You shall not post or transmit through the Site any material that violates or infringes the rights of others or is threatening, abusive, defamatory, libelous, invasive of privacy or publicity rights, vulgar, obscene, profane, or otherwise objectionable, contains injurious formulas, recipes, or instructions, encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any law.

PURCHASE AND REFUND POLICY

By clicking entering your credit card information or otherwise enrolling, electronically, verbally, or otherwise, you ("Client") agree to be provided with products, programs, or services by the Company unless a separate Terms of Purchase Agreement is provided at purchase.

No refunds will be given for any products purchased.

No refunds will be given for sessions booked via the website, Instagram, verbally, mail or any other means.

Resheduling and cancellations have been made 24 hours before the session or event begins in order to reschedule. If cancellation or resheduling happens within 24 hours before the session 50 % of the session has to be paid in addition. If a no-show happens the full price of the session or event has to be paid.

DIGITAL PRODUCTS AND SERVICES

If you are purchasing or accessing digital products or services from our Site, you agree to abide by any usage policies or licensing terms specified at the time of purchase. These digital products are for personal, non-commercial use only and may not be shared, distributed, or resold without prior written consent from Jessica Grosser. Any unauthorized use or distribution of digital products may result in legal action.

PRODUCT DISTRIBUTION POLICY

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INTELLECTUAL PROPERTY

The Site may contain intellectual property owned by HODL37 GmbH including trademarks, copyrights, proprietary information, and other intellectual property, as well as the Jessica Rebecca / [\[https://www.jessicarebeccatransformation.com\]](https://www.jessicarebeccatransformation.com)(<https://www.jessicarebeccatransformation.com>) logo, all designs, text, graphics, photographs, other files, and the selection and arrangement thereof.

You may view, print, and/or download one copy of the Materials from this website on any single computer solely for your personal, informational, non-commercial use, provided you keep intact all copyright and other proprietary notices. You may not modify, publish, transmit, participate in the transfer or sale of, create derivative works from, distribute, display, reproduce, or perform, or in any way exploit in any format whatsoever any of the Site content or intellectual property, in whole or in part, without our prior written consent.

We reserve the right to immediately remove you from the Site, without refund, if you are caught violating this intellectual property policy.

LIMITATION OF LIABILITY

YOU AGREE THAT UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR ANY OTHER DAMAGES ARISING OUT OF YOUR USE OF THE SITE OR SERVICE. ADDITIONALLY, JESSICA GROSSER and HODL37 GMBH IS NOT LIABLE FOR DAMAGES IN CONNECTION WITH (I) ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, DENIAL OF SERVICE, ATTACK, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, OR LINE OR SYSTEM FAILURE; (II) LOSS OF REVENUE, ANTICIPATED PROFITS, BUSINESS, SAVINGS, GOODWILL, OR DATA; AND (III) THIRD-PARTY THEFT OF, DESTRUCTION OF, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF YOUR INFORMATION OR PROPERTY, REGARDLESS OF OUR NEGLIGENCE, GROSS NEGLIGENCE, FAILURE OF AN ESSENTIAL PURPOSE, AND WHETHER SUCH LIABILITY ARISES IN NEGLIGENCE, CONTRACT, TORT, OR ANY OTHER THEORY OF LEGAL LIABILITY. THE FOREGOING APPLIES EVEN IF THE JESSICA GROSSER HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN THE DAMAGES. IN THOSE STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR THE DAMAGES, OUR LIABILITY IS LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY LAW. IN NO EVENT SHALL JESSICA GROSSER CUMULATIVE LIABILITY TO YOU EXCEED \$100.

THIRD-PARTY RESOURCES

The Site may contain links to third-party websites and resources. You acknowledge and agree that we are not responsible or liable for the availability, accuracy, content, or policies of third-party websites or resources. Links to such websites or resources do not imply any endorsement by or affiliation with the Company. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

INDEMNIFICATION

You shall indemnify and hold us harmless from and against any and all losses, damages, settlements, liabilities, costs, charges, assessments, and expenses, as well as third-party claims and causes of action, including, without limitation, attorneys' fees, arising out of any breach by you of any of these Terms of Service. You shall not settle any third-party claim or waive any defense without our prior written consent.

RELEASE OF CLAIMS

In no event will the Company be liable to any party for any type of direct, indirect, special, incidental, or consequential damages for any use of or reliance on our Site or its Content. You hereby release the Company from any and all claims, including those related to personal or business interruptions, misapplication of information, or any other loss, condition, or issue.

ONLINE COMMERCE

Certain sections of the Site or its Content may allow you to make purchases from us or from other merchants. If you make a purchase from us on or through our Website or its Content, all information obtained

during your purchase or transaction and all 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.

Your participation, correspondence, or business dealings with any 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.

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 Site 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 terms and conditions that may apply, visit that merchant's 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.

GOVERNING LAW; VENUE; MEDIATION

This Agreement shall be governed by and construed in accordance with the laws of the State of Zürich within Switzerland, regardless of the conflict of laws principles thereof.

If a dispute is not resolved first by good-faith negotiation between the parties to this Agreement, any controversy or dispute to this Agreement will be submitted to the International Court of Arbitration (ICC). The arbitration shall occur within ninety (90) days from the date of the initial arbitration demand and shall take place in Zürich, Zürich (CH) or via telephone. The Parties shall cooperate in exchanging and expediting discovery as part of the arbitration process and shall cooperate with each other to ensure that the arbitration process is completed within the ninety (90) day period. The written decision of the arbitrators (which will provide for the payment of costs, including attorneys' fees) will be absolutely binding and conclusive and not subject to judicial review, and may be entered and enforced in any court of proper jurisdiction, either as a judgment of law or decree in equity, as circumstances may indicate.

SEVERABILITY

If any term, provision, covenant, or condition of this Agreement is held by an arbitrator or court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

ASSIGNMENT

These Terms of Service bind and inure to the benefit of the parties' successors and assigns. These Terms of Service are not assignable, delegable, or otherwise transferable by you. Any transfer, assignment, or delegation by you is invalid.

ENTIRE AGREEMENT; WAIVER; HEADINGS

This Agreement constitutes the entire agreement between you, Jessica Grosser and HODL37 pertaining to the Site and supersedes all prior and contemporaneous agreements, representations, and understandings between us. No waiver of any of the provisions of this Agreement by Jessica Grosser shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by HODL37 GmbH. The subject headings of this Agreement are included for convenience only and shall not affect the construction or interpretation of any of its provisions.

If you have any questions or concerns regarding these Terms of Service, please email: jessicarebeccatransformation@gmail.com

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