

**Terms and Conditions (the “*Terms and Conditions*”) of Type One Type Fun, LLC (the “*Company*”, “*we*”, “*us*”, or “*our*”) and [www.cheeverwellness.com](http://www.cheeverwellness.com) (together with any and all related components, sub-pages, pop-up pages, tabs, or forms, the “*Website*”)**

Welcome and thank you for choosing to be a part of this community! Before using the Website, please read these Terms and Conditions in their entirety. These Terms and Conditions define the parameters, rules, risks, terms, and conditions of using, accessing or viewing our Website and of using, downloading, accessing, purchasing, or viewing any of our Content, Programs, Services, Offerings, and/or Products (as defined below).

This Website and any information shared on this Website in any form or transmitted through or in email content sent by the Company, including, but not limited to, e-books, guides, worksheets, forms, blog posts, social media posts, webinars, live workshops and video trainings (collectively, the “***Content***”) are owned by the Company. Except as otherwise provided in the section titled “Terms and Conditions Applicable to Other Content, Programs, Services, Offerings, and/or Products”, these Terms and Conditions apply to the Website, the Content, and any course, group coaching program, membership program, one-on-one coaching services, social media posts, emails, PDF material, journal, merchandise, video, podcast episode, functional lab test review, or any other product or service offered by the Company or in collaboration with any other person or entity (together with the Website, collectively, “***Content, Programs, Services, Offerings, and/or Products***”).

Throughout these Terms and Conditions, any references to “***you***” shall refer to you as the viewer, customer, or user of the Website. By using, downloading, accessing, purchasing, or viewing any of our Content, Programs, Services, Offerings, and/or Products, you represent and warrant that you are at least 18 years of age. If you are not at least 18 years of age or do not agree to these Terms and Conditions, you are to stop immediately and discontinue your use of the Website.

By visiting and using the Website, you voluntarily agree to the terms of these Terms and Conditions, including without limitation, section titled “Dispute Resolution; Arbitration; Waiver of Jury Trial”, which provides for binding arbitration and in which you voluntarily waive your right to jury trial.

**Use of Website; Rules of Conduct.** Your use of, download of, accessing of, purchase of, or viewing of any Content, Programs, Services, Offerings, and/or Products constitutes your acknowledgement and agreement that you will refrain from doing any of the following:

- 1) Posting in any of our Additional Channels (as defined in the section titled “Technology Disclaimer”), or providing in any other way, offers relating to your own content, products or services, spam mail, or any other communication that is offensive, disparaging, harassing, obscene, or discriminatory to us or any of our other members, users or viewers;

- 2) Allowing anyone other than you to use your login information or access your account with us to in any way access or use any of our Content, Programs, Services, Offerings, and/or Products;
- 3) Posting, or providing in any other way, materials, graphics, photographs, or content that is otherwise copyrighted or which would in any other way infringe on the intellectual property rights of any other person, in any of our member forums or groups associated with our Content, Programs, Services, Offerings, and/or Products;
- 4) Transmitting, sharing, trading, distributing, or re-selling any of our Content, Programs, Services, Offerings, and/or Products with any other person who has not purchased, downloaded, or opted-in for such Content, Programs, Services, Offerings, and/or Products on their own;
- 5) Failing to protect your password and/or username associated with any Content, Programs, Services, Offerings, and/or Products you use, download, access, purchase, or view;
- 6) Creating an account under a name other than your own or in any other way using our Content, Programs, Services, Offerings, and/or Products in a manner that is deceptive, illegal or in contravention of these Terms and Conditions, our Privacy Policy, or our Disclaimer; and
- 7) Transmitting, downloading, accessing, posting, or sharing any of our Content, Programs, Services, Offerings, and/or Products in a manner that infringes on our intellectual property rights as outlined in the section titled “Intellectual Property Rights; Limited License.”

### **Intellectual Property Rights; Limited License.**

You acknowledge and agree that the Company has invested a considerable amount of time, effort, dedication, and money in researching, creating, and preparing our Content, Programs, Services, Offerings, and/or Products. Our Content, Programs, Services, Offerings, and/or Products, including, but not limited to, the appearance and design of our Content, Programs, Services, Offering and/or Products, are protected under federal intellectual property laws. All intellectual property rights, including copyrights, patents, inventions (whether patentable or not), trademarks (under common law or federally registered), trade secrets, know-how and other confidential information, associated therewith, derivative works, original works, and all other rights (collectively, “**Intellectual Property Rights**”) in and to all Content, Programs, Services, Offerings, and Products are owned by the Company. We are very cognizant of protecting our Intellectual Property Rights. We will pursue any infringements on, or violations of, our intellectual property rights to the fullest extent permitted by applicable law and reserve the right to terminate your access to any of our Content, Programs, Services, Offering and/or Products, without any refunds, if we become aware of any infringement or suspected infringement on our Intellectual Property Rights.

The Company grants you a limited license to use any Content, Programs, Services, Offerings, and/or Product that you download, access, purchase, or opt-in for on a revocable, non-exclusive, non-transferable, non-sublicensable, perpetual basis to the extent necessary to allow you to

make reasonable non-commercial use of the applicable Content, Programs, Services, Offerings, and/or Products, subject to these Terms and Conditions.

By visiting our Website or otherwise using, downloading, accessing, purchasing, or viewing any of our Content, Programs, Services, Offerings, and/or Products and/or our Additional Channels (as defined in the section titled “Technology Disclaimer”), you may at times have the opportunity to post information, testimonials, comments, graphics, photographs, videos, or any other content on any of our Additional Channels (as defined below) or otherwise submit any information, testimonials, comments, graphics, photographs, videos, or other content to us via a form available on this Website. You acknowledge and agree that you are the owner of any such information, testimonials, comments, graphics, photographs, videos, or any other content, and you grant us an irrevocable, perpetual and unlimited license to use any such information, testimonials, comments, graphics, photographs, videos, or other content in our Content, Programs, Services, Offerings, and/or Products and/or our Additional Channels for any legitimate business purpose. We can determine in our discretion whether to identify you as the creator or author of any such information, testimonials, comments, graphics, photographs, videos, or any other content, provided, that if we do identify you as the creator or author, you hereby authorize to use your social media handle, account name, screen name or other identifier you used when posting such content through any of our Content, Programs, Services, Offerings, and/or Products and/or our Additional Channels.

**Requesting Our Consent to Use Our Content.** Should you wish to share, disseminate in any way, or use for other than personal reasons, any of our Content, Programs, Services, Offerings, and/or Products other than as outlined herein, you must first contact us at [typeonetypefun@gmail.com](mailto:typeonetypefun@gmail.com) and receive our written approval. You may not in any way suggest that you are associated or affiliated with the Company. If we do not provide our prior written consent to allow you to share, disseminate in any way, or use for other than personal reasons, any of our Content, Programs, Services, Offerings, and/or Products other than as outlined herein, you are prohibited from doing so.

### **Disclaimer.**

Our Content, Programs, Services, Offerings, and/or Products are solely for informational and inspirational use as a self-help tool and are not intended to be professional medical advice, mental health advice, or medical nutrition therapy of any kind.

We recommend to ALWAYS speak to a licensed medical provider prior to making any changes to your routine, including, but not limited to, nutrition, exercise, dietary supplementation, and use of home products and devices and personal care products. We are not trained or licensed to, and do not, diagnose or treat any diseases, disorders, illnesses, injuries or conditions and none of the Content, Programs, Services, Offerings, and/or Products should be taken as medical advice, prescription, disease diagnosis, disease prevention, or disease treatment. We are not a substitute for a licensed physician or other appropriate healthcare provider. Your use of, download of, accessing of, purchase of, or viewing of any Content, Programs, Services, Offerings, and/or Products constitutes your acknowledgement and agreement that our Content, Programs, Services, Offerings, and/or Products do not constitute professional medical advice, mental

health advice, or medical nutrition therapy. Furthermore, you are not to delay or forego seeking medical advice or treatments because of any Content, Programs, Services, Offerings, and/or Products. None of our Content, Programs, Services, Offerings, and/or Products shall be considered to provide any professional financial, accounting or legal advice and by using, downloading, accessing, purchasing, or viewing any of our Content, Programs, Services, Offerings, and/or Products you acknowledge and agree that none of our Content, Programs, Services, Offerings, and/or Products provide professional financial, accounting, or legal advice.

**Technology Disclaimer.** Although we strive to provide you with uninterrupted access to our Content, Programs, Services, Offerings, and/or Products and any private or public member forums, Facebook groups, blogs, and our social media channels (such forums, groups and channels, our “**Additional Channels**”), there may be periodic outages, scheduled repair or update periods, or other technical issues with our business partners or otherwise that prevents you from using, downloading, accessing, purchasing, or viewing any of our Content, Programs, Services, Offerings, and/or Products and/or our Additional Channels for a period of time, which may be extensive or otherwise out of our control. You acknowledge and agree that the Company is not responsible or liable for any damages, costs, losses, or refunds in connection with any such interruptions to your access of our Content, Programs, Services, Offerings, and/or Products and/or our Additional Channels.

**Termination of Access.** If at any time you are in violation of any contractual agreement with us, terms and conditions of use (including these Terms and Conditions), or privacy policy (including our Privacy Policy) in connection with any of our Content, Programs, Services, Offerings, and/or Products, the Company reserves the right to terminate your access to any and all of our Content, Programs, Services, Offerings, and/or Products.

**Links to Other Websites.** The Website may include links to third party websites, blogs, product pages, etc. whose terms and conditions of use and privacy policies, if any, may differ from these Terms and Conditions and our Privacy Policy. Your use, access, view, download, or purchase of any content, product, offering, or service of any such third party through their website, blog, product page, etc. will be subject to the terms of that third party’s terms and conditions of use and privacy policy and the Company will not be liable for any harm you may incur in connection with any such third-party. Any information you disclose to any such third party through their website, blog, product page, etc. will be subject to the terms of that third party’s privacy policies and the Company will not be liable for any disclosure or interception of your information. You are encouraged to read any such third party terms and conditions of use and privacy policies carefully and in their entirety.

**Third Party Applications.** The Company contracts with third parties for certain functions related to the Content, Programs, Services, Offerings, and/or Products (“**Third Party Applications**”) in order to enhance our services and offerings to you, such as hosting the Website, providing access to the Content, Programs, Services, Offerings, and/or Products, communicating with you via email communication should you opt-in to our mailing list, processing payment information, among other functions. Please see our Privacy Policy for further information regarding the Third Party Applications we use. In connection with using our

Website or downloading, receiving access to, purchasing, or viewing Content, Programs, Services, Offerings, and/or Products, you agree to indemnify the Company and assume any and all risks and liabilities associated with any Third Party Applications involved in connection with your use of, downloading of, accessing of, purchasing of, or viewing of, any of our Content, Programs, Services, Offerings, and/or Products. You also acknowledge and agree that you shall be bound by the terms and conditions of use applicable to any such Third Party Applications.

### **Affiliate and Sponsored Arrangements; Endorsement.**

Our Content, Programs, Services, Offerings, and/or Products may include links to, or discount or referral codes associated with, third-party products, brands, offerings, companies, coaches, practitioners, and/or websites, **including, without limitation, the Amazon Associates Program, Amazon Influencer Program, Total Diabetes Supply Affiliate Program, Dexcom Affiliate Program, Diabetes Affiliate Program, Mastering Diabetes Affiliate Program, Smart Blood Sugar Affiliate Program, Diabetes Freedom Affiliate Program, Live It Up Affiliate Program, Premier Shakers, Cronometer Affiliate Program, Muscle and Strength Affiliate Program** with respect to which we have an affiliate, endorsement, or joint venture relationship that entitles to us to receive compensation, fees, product credit, or other payment in the event you make a purchase through any such links or use our discount or referral codes (such arrangements, collectively, “**Affiliate Arrangements**”). We may also from time to time have Content (such as, but not limited to, social media posts and blog posts) that is sponsored by a third-party brand, company, coach, practitioner, and/or other service provider for which we receive compensation, fees, product credit, or other payments in connection with our posting or creating such Content (such arrangements, collectively, “**Sponsored Arrangements**”). The name of the sponsor and the fact that any such Content is sponsored will be clearly disclosed at the time of posting any such Content.

We make no representations, warranties, or guarantees regarding the quality, effectiveness or safety of any products, brands, companies, coaches, practitioners, and/or other service providers with which we have an Affiliate Arrangement or Sponsored Arrangement. We specifically disclaim any liability that may arise in connection with your decision to use, access, or purchase, any product, offering, or service with which we have an Affiliate Arrangement or Sponsored Arrangements. In addition, should you choose to use, access, or purchase any content, product, offering, or service with which we have an Affiliate Arrangement or Sponsored Arrangement, you will be subject to the terms and conditions of use and privacy policies related to any such websites, products, brands, companies, coaches, practitioners, and/or other service providers.

**Errors and Omissions.** Although we have spent a significant amount of time and effort researching and creating the information in our Content, Programs, Services, Offerings, and Products, we cannot make any representation, guarantee or warranty that such Content, Programs, Services, Offerings, and/or Products are free from errors or omissions in fact, are applicable to your situation, or are reliable, complete and up-to-date. You acknowledge and agree that the Company is not responsible or liable for losses or damages incurred due to any

such errors and omissions that may be contained in our Content, Programs, Services, Offerings, and/or Products.

**Testimonials; Claims of Results.** Our Content, Programs, Services, Offerings, and/or Products may feature testimonials from actual past or current customers, clients, users, or followers to provide information on, and examples of, experiences others have had with our Content, Programs, Services, Offerings, and/or Products. These customers, clients, users, and followers have a different health history than you and results will be very individualized. You must always consider your personal situation, use common sense, and consult with your licensed medical provider prior to incorporating any changes based on any of our Content, Programs, Services, Offerings, and/or Products. You acknowledge and agree that the results of any Content, Programs, Services, Offerings, and/or Products as described in a testimonial are not typical, are for illustrative purposes only, and cannot be guaranteed or assumed to be achievable through your use, download, viewing, or purchase of, or access to, any of our Content, Programs, Services, Offerings, and/or Products.

**NO WARRANTIES.** YOU ACKNOWLEDGE AND AGREE THAT WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, RELATED TO OUR CONTENT, PROGRAMS, SERVICES, OFFERINGS, AND PRODUCTS AND ALL OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED. OUR CONTENT, PROGRAMS, SERVICES, OFFERINGS, AND/OR PRODUCTS ARE TO BE TAKEN “AS IS” AND AT YOUR OWN RISK.

### **Our Refund Policy.**

We strive to provide high quality Content, Programs, Services, Offerings, and Products and your satisfaction is important to us. Due to the informational nature of any and all of our course offerings and group coaching offers[, the continuing access you are granted to the course and group coaching materials (which access will be provided for so long as we are in operation)], and the downloadable nature of certain course and group coaching materials, all purchases of courses and group coaching services are non-refundable.

**Our Payment Plan Policy.** You acknowledge and agree that if you determine to utilize any payment plan with respect to your purchase of any of our Content, Programs, Services, Offerings, and/or Products, the Company, as well as any Third Party Applications that process payment with respect to any of our Content, Programs, Services, Offerings, and/or Products, shall process payment on your credit card automatically without any additional consent required from you in accordance with the terms of the payment plan as described at checkout.

**Our Payment Collection Policy.** If you at any time fail to timely pay any payments owed to us in connection with any Content, Programs, Services, Offerings, and/or Products purchased from us pursuant to the terms of checkout or terms and conditions relevant to any such Content, Program, Service, Offering or Product, you will be responsible for the payment of all actual costs reasonably incurred by the Company related to collection, including any attorney’s fees, and the Company shall have the right to charge interest on any past due amounts up to the maximum rate allowed by law. If you fail to timely pay the Company, then we will have the option to

suspend provision of any services being rendered to you and any access you have to any of our Content, Programs, Services, Offerings, and Products, and pursue any other legal remedies available to us at law.

**Chargebacks.** We strive to provide high quality informational and inspirational content to our customers, clients, users, and followers, and we ask that you please be considerate of the time, effort, dedication, and money we have invested in researching, creating, and preparing our Content, Programs, Services, Offering and/or Products. As such, you agree to use your best efforts to achieve a refund of any refundable Content, Programs, Services, Offerings, and/or Products through us directly prior to initiating any chargeback request with your financial institution or credit card issuer. Should you initiate such a chargeback request, you hereby irrevocably agree to relinquish access to the Content, Programs, Services, Offerings, and/or Products in question, including any and all content (including content previously downloaded or copied), videos, training sessions, workbooks, handouts, and access to member forums. We fully intend to dispute fraudulent or unwarranted chargebacks and reserve the right to present the relevant financial institution or credit card issuer proof of your purchase, a description of the materials and content you have received, information regarding how you have accessed such the Content, Programs, Services, Offerings, and/or Products in question, as well as a copy of these Terms and Conditions and any additional terms and conditions that may be applicable to the Content, Programs, Services, Offerings, and/or Products in question, among other things.

### **Limitation of Liability and Assumption of Risk**

You acknowledge and agree that you will hold the Company and its owners, principals, directors, officers, employees, agents, and contractors (collectively, the “**Company Group**”) harmless for any and all claims related to your direct or indirect use of the Content, Programs, Services, Offerings, and/or Products. In no event shall the Company Group be liable for, and you agree to waive any claims for, any general, indirect, special, consequential, or exemplary damages which may arise from your direct or indirect use of the Content, Programs, Services, Offerings, and/or Products.

You acknowledge and agree that there are unknown individual circumstances and risks that may arise in connection with your direct or indirect use of the Content, Programs, Services, Offerings, and/or Products that cannot be foreseen or anticipated and that may impact your individual results or the results of your business. The Company Group does not assume liability for, and you acknowledge and agree that you accept all risk of, injury, accidents, death, physical or mental disease or condition, loss of profits, loss of clients, loss of sales, loss of goodwill, loss of data, computer failures, or any other loss or damages that may result from your direct or indirect use of the Content, Programs, Services, Offerings, and/or Products and any recommendations or suggestions made by the Company Group in connection with our Content, Programs, Services, Offerings, and/or Products.

**Indemnification and Release of Claims.** You agree to indemnify, defend, and hold harmless the Company Group from and against any and all claims, losses, damages, liabilities, actions, penalties, fines, costs (including attorney’s fees) in any way arising from or related to your use of our Content, Programs, Services, Offerings, and Products.

**All Rights Reserved.** Any and all rights of the Company not expressly contemplated or granted in these Terms and Conditions, our Disclaimer, or our Privacy Policy are hereby reserved by the Company.

**Applicable Law; Jurisdiction.** This Agreement shall be governed by the laws of the State of Colorado. By using, downloading, accessing, purchasing, or viewing any of our Content, Programs, Services, Offerings, and/or Products, you irrevocably consent to personal jurisdiction and exclusive venue in the state and/or federal courts, as may be applicable, in El Paso County, Colorado, in the event that any dispute concerning our Content, Programs, Services, Offerings, and/or Products, these Terms and Conditions, our Privacy Policy, or our Disclaimer is not subject to binding arbitration.

**Entire Agreement; Severability.** Except as otherwise set forth in the section titled “Terms and Conditions Applicable to Other Content, Programs, Services, Offerings, and/or Products”, these Terms and Conditions, together with our Privacy Policy and Disclaimer, constitute the entire agreement between the Company and you with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to this subject matter. If any term or provision of these Terms and Conditions is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these Terms and Conditions or invalidate or render unenforceable such term or provision in any other jurisdiction.

**Terms and Conditions Applicable to Other Content, Programs, Services, Offerings, and/or Products.** Notwithstanding the section titled “Entire Agreement; Severability” and anything to the contrary contained herein, any terms and conditions that are specific to, and disclosed with respect to, any Content, Programs, Services, Offerings, and/or Products shall supersede these Terms and Conditions to the extent they conflict with or supplement the information in these Terms and Conditions.

**Changes to the Terms and Conditions.** We reserve the right to make changes to these Terms and Conditions at any time and without notice to you. Please refer to the Website’s Terms and Conditions from time to time when visiting our Website, as the most current version of the Terms and Conditions will be available to view and the date on which last updated will be indicated at the bottom of the Terms and Conditions. Your continued use of the Website after the date such new Terms and Conditions are posted shall constitute your acceptance of any the terms of any such revised terms and conditions.

**Dispute Resolution; Arbitration; Waiver of Jury Trial.**

Should you have any complaint regarding our Content, Programs, Services, Offerings, and/or Products or have any other dispute with us, we ask that you first contact us at [tyeonetypefun@gmail.com](mailto:tyeonetypefun@gmail.com) and reasonably cooperate in good faith to find a mutually-agreeable solution.

Should we be unable to resolve any such complaint or dispute through good faith negotiations, any and all claims, disputes, or controversies between you, us or our successors or assigns shall



exclusively be settled through final, binding, and confidential arbitration. AS SUCH, YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU VOLUNTARILY WAIVE YOUR RIGHT TO A JURY TRIAL.

Unless otherwise agreed upon by the parties in writing, the arbitration will be conducted before one arbitrator and will be governed by the American Arbitration Association's Commercial Arbitration Rules. Any arbitration hearings shall be held in **Colorado Springs, Colorado**.

To the fullest extent permitted by applicable law, you and the Company agree to abide by the following rules:

- 1) The arbitration shall be confidential, and neither you nor the Company may disclose the existence, rules or content of any such arbitration, except as may be required by law or for purposes of enforcement of the arbitration award;
- 2) The arbitrator may award any individual relief or individual remedies that are permitted by applicable law, provided that your award shall not be limited to a return of fees paid to Company and shall not include the ability to recover any consequential, special, indirect, or punitive damages; and
- 3) The prevailing party shall be entitled to recover its reasonable attorney's fees, costs, and other expenses.

**Privacy Policy and Disclaimer.** Please carefully read our [Privacy Policy](#) and our [Disclaimer](#) before using, downloading, accessing, purchasing, or viewing our Content, Programs, Services, Offerings, and/or Products.

**Contact Us Regarding the Terms and Conditions.** We welcome any questions or feedback you have on these Terms and Conditions or our Privacy Policy and Disclaimer. Please contact us at:

Email address: [typeonetypefun@gmail.com](mailto:typeonetypefun@gmail.com)

**Type One Type Fun, LLC**

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