

HG Wyndell Legal Outline

[Updated March 11, 2021]

A Soft Paw (The Short Story)

1. Terms of Service, Ethics, and Disclaimers

1.1. **Informed Consent is Key.** *This means:*

1.1.1. You certify that you are 18 years of age or older.

1.1.1.1. Anyone person under age 18 must have a parent present during sessions.

1.1.2. Please do not ask what other clients and participants are thinking/feeling/doing/intuiting during their sessions (e.g. consultations, coaching time, readings, etc.)

1.1.2.1. Since we do not have their consent to look into these things, let's focus our intent on your goals and needs.

1.2. **Divination (e.g. Tarot, Runes, Oracles, etc.) sessions are offered for entertainment, educational, and/or spiritual purposes only.** *This means:*

1.2.1. This statement is a liability precaution.

1.2.2. Sessions are not a replacement for professional care and/or support services. These possible services might include, and are not limited to, the following:

1.2.2.1. business

1.2.2.2. financial

1.2.2.3. legal

1.2.2.4. medical

1.2.2.5. psychological counseling

1.2.3. *With legal precautions in place, please note that I engage in sessions with deep sincerity, respect, skill, practice, and knowledge of my craft.*

1.3. **If/When issues and/or difficulties are present in your life, please seek a specialist in the arena where you're experiencing these issues.**

This means:

1.3.1. NOTE:: This also means I do not provide predictions about physical death, physical health, and/or physical birth.

1.4. References to other materials (e.g. books, films, decks, other practitioners, etc.) may be shared for informational purposes only.

This means:

1.4.1. References are not endorsements of practices and materials from others.

1.5. It's not my responsibility to validate the accuracy of — nor correct information from — your session. *This means:*

1.5.1. These services are spiritual in nature, so 100% accuracy is not guaranteed.

1.5.2. I am not a mind reader.

1.5.3. I am not your mother.

1.6. You are choosing to work with me, in sessions, in a way where you accept full liability and responsibility for your choices. *This means:*

1.6.1. Sessions are offered to help you develop and foster personal sovereignty, discernment, and spiritual connection.

1.6.2. As such I, HG Wyndell, shall accept **no** liability and/or responsibility for any actions and/or decisions you choose to take or make based on your consultation, course participation, and/or use of resources.

1.7. I have the right to cancel and/or refuse to engage in sessions. *This means:*

1.7.1. While this is a rare occurrence, I reserve the right to do so, should the need arise.

1.7.2. I do not encourage addiction to or disempowering dependency on consultations as therapy.

1.7.3. In holding good personal and professional boundaries, we shall both do our best to be accountable for healthy behaviours in this regard.

1.8. Indemnification means “No scapegoating, harassment, and/or blaming.” *This means:*

1.8.1. You agree to, and shall, absolutely indemnify — and hold harmless — HG Wyndell in all arenas related to your sessions and your behaviours that arise out of them.

1.8.2. This indemnification includes — and is not limited to — the following entities related to HG Wyndell:

1.8.2.1. heirs

1.8.2.2. relatives

1.8.2.3. agents

1.8.2.4. assignees

1.8.3. Duration of indemnification is in perpetuity.

- 1.8.4. Location of indemnification is throughout all known and unknown universes.
- 1.9. **Copyright and confidentiality laws apply. This means:**
 - 1.9.1. On your end:
 - 1.9.1.1. You agree that you shall obtain express written permission from HG Wyndell (Owner, Artist, and Publisher) when you share my materials and methods in any way — beyond short introduction — outside of social media, specifically.
 - 1.9.1.2. To be clear: you need my permission *in hand* before you publish, display, share, distribute and/or archive any material, photo, content, from me.
 - 1.9.2. On my end, I will not share your tagged, identifiable information with anyone other than you and/or outside of our sessions.
- 1.10. **It's safe to share on the following specific social media outlets, as long as there's appropriate attribution.**
 - 1.10.1. When appropriate attribution is present, you may share session and/or service content on the following specific social media outlets:
 - 1.10.1.1. Facebook
 - 1.10.1.2. Instagram
 - 1.10.1.3. LinkedIn
 - 1.10.1.4. Pinterest
 - 1.10.1.5. TikTok
 - 1.10.1.6. Twitter
 - 1.10.2. For permission to share my content on other venues, please contact me via email.
- 1.11. I acknowledge and honor that we all live complex realities. I operate with a Spoonie Work Ethic, that is, an ethic of work that is centered in [disability justice frameworks](#), acknowledges that the ways we work (and exist) are political, and allows for my deep & radical authenticity as a QueerDisabledPerson. Additionally, I hold access intimacy as a value within my work.
 - 1.11.1. Spoon Theory:
<https://butyoudontlooksick.com/articles/written-by-christine/the-spoon-theory/>
 - 1.11.2. Access Intimacy:
<https://leavingevidence.wordpress.com/2011/05/05/access-intimacy-the-missing-link/>
 - 1.11.3. 10 Principles of Disability Justice:
<https://www.sinsinvalid.org/blog/10-principles-of-disability-justice>

- 1.12. Dedication to intersectionality, to quote Audre Lorde “We do not live single issue lives”. To the best of my ability I will work to honor both myself and my clients' need for reasonable access and accommodation.
- 1.13. Scheduling, Payments, Cancellations, and Rescheduling
 - 1.13.1. I seek to operate in a way that makes time, space and deadline/time adjustments towards personal wellness and work, navigating chronic pain and illness flares, etc.
 - 1.13.2. I also seek to honor the value of time of both my client and myself.
 - 1.13.3. I resist connecting burn-out with a display of commitment, morals, values, and/or as a measurement of worth.
 - 1.13.4. With these values in mind Scheduling Policy
 - 1.13.4.1. Scheduling is subject to availability. Appointments will be scheduled at least 24 hours in advance (subject to discretion).
 - 1.13.4.2. Appointments may be cancelled with a 100% refund if the cancellation is in writing and with 24 hours notice. Sessions may be rescheduled without penalty with 24 hours notice. Failure to provide 24 hour notice will result in forfeiture of fees, as it prevents me from seeing other clients.
 - 1.13.4.3. Should HG Wyndell need to cancel or reschedule every effort will be made to provide written notice 24 hours prior to the appointment. If such notice is not possible, the appointment may be rescheduled or a full refund will be issued according to the client's wishes.
 - 1.13.4.4. Readings and consultations are paid for in advance. Once payment has been received, an appointment will be scheduled.
Sessions may be rescheduled at no charge if the cancellation is in writing and with 24 hours notice. Sessions may be rescheduled without penalty with 24 hours notice.
 - 1.13.4.5. After a session is completed, no refunds are offered for readings/spiritual coaching/spiritual consultation sessions. You are paying for the consultant's time, not the information, and once time has been given it cannot be returned.
- 1.14. By using the website you agree that you have had the chance and taken the time to ask any and all questions, you fully understand and, of your own free will, agree with these terms of service.

Hard Paw (Big Guns Lawyer Stuff)

(aka “The Fine Print”)

2. Privacy Policy

2.1. Intro

- 2.1.1. HG Wyndell (“HG Wyndell,” “we,” or “us”) respects your privacy and is committed to protecting it through this Privacy Policy.
- 2.1.2. This Privacy Policy governs your access to and use of HGWyndell.com including any content, functionality and services offered on or through HGWyndell.com (the “Website“), whether as a guest, or a registered user.
- 2.1.3. When accessing the Website, HG Wyndell will learn certain information about you, both automatically and through voluntary actions you may take, during your visit. This policy applies to information we collect on the Website and in email, text, or other electronic messages between you and the Website.
- 2.1.4. Please read the Privacy Policy carefully before you start to use the Website.
 - 2.1.4.1. By using the Website or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by the Privacy Policy.
 - 2.1.4.2. If you do not want to agree to the Privacy Policy, you must not access or use the Website.

2.2. How We Collect Information

- 2.2.1. When you access HGWyndell.com, HG Wyndell will learn certain information about you during your visit.
- 2.2.2. Information You Provide To Us.
 - 2.2.2.1. HGWyndell.com provides various places for users to provide information. Including and not limited to:
 - 2.2.2.1.1. filling out forms on the Website
 - 2.2.2.1.2. communicating with us via contact forms
 - 2.2.2.1.3. responding to surveys
 - 2.2.2.1.4. search queries on our search feature
 - 2.2.2.1.5. providing comments or other feedback
 - 2.2.2.1.6. providing information when ordering a product or service via HGWyndell.com.

2.3. What We Collect

2.3.1. Personally Identifiable Information

- 2.3.1.1. your first name, last name, username, or date of birth.
- 2.3.1.2. We may process contact data such as your email address, billing address, or telephone number.
- 2.3.1.3. We may process information about your financial data such as credit card numbers and items purchased.
- 2.3.1.4. We may process usage data such as your ISP address, browser type, operating system, length of visit, time zone setting and location, and other technology devices you may be using.
- 2.3.1.5. We may also process information around logins and passwords for user accounts.
- 2.3.1.6. We may also process data around receiving marketing communications from us and our third parties and your communication preferences.

2.4. How We Use the The Information:

- 2.4.1.1. We use information you provide to us to
 - 2.4.1.1.1. present our Website and its contents to you
 - 2.4.1.1.2. Provide you with information
 - 2.4.1.1.3. deliver the requested product and/or service,
 - 2.4.1.1.4. to record and support your participation in the activities you select
 - 2.4.1.1.5. to improve our overall performance,
 - 2.4.1.1.6. to track your preferences and to keep you informed about the products and services you have selected to receive and any related products and/or services,
 - 2.4.1.1.7. To carry out any contract between you and HG Wyndell,
 - 2.4.1.1.8. administering our business activities, providing customer service,
 - 2.4.1.1.9. To process financial transactions relating to HG Wyndell are handled by our payment services providers, PayPal (here is [PayPal's privacy policy](#)).
 - 2.4.1.1.9.1. We will share transaction data with our payment services providers only to the extent necessary for the purposes of processing

payments for services or products as well as refunding such payments.

2.4.1.1.10. To deliver our newsletter. The service we use is [.....] (here is[.....]'s privacy policy).

2.4.1.1.10.1. We will automatically enroll you to receive our free email newsletter if these circumstances pertain:

2.4.1.1.10.1.1. if you are outside the European Union and opt to receive any free resources

2.4.1.1.10.1.2. participate in any free training programs

2.4.1.1.10.1.3. register for a webinar

2.4.1.1.10.1.4. register for a live event

2.4.1.1.10.1.5. register for a seminar

2.4.1.1.10.1.6. purchase any products sold by HGW on this Website, HGWyndell.com

2.4.1.1.10.1.7. For newsletters, there is always an unsubscribe button on each email, making it easy for you to unsubscribe at any time you wish.

2.4.1.1.11. We do share your information with trusted third parties who assist us in operating our website, conducting our business and servicing clients and visitors.

2.4.1.1.11.1. These trusted third parties agree to keep this information confidential. Your personal information will never be shared with unrelated third parties.

2.4.1.1.11.2. Your information is never shared with third parties for marketing purposes.

2.5. Storing Information

2.5.1. We will retain your personally identifiable information for as long as your account is active or as needed to provide you with our products and services.

2.5.1.1. If you wish to cancel your account or request that we no longer use your information to provide you with our products,

newsletters, and services, please contact us at HGWyndell@gmail.com.

- 2.5.1.2. However, in some cases, we may need to retain and use your information to comply with our legal obligations, resolve disputes, and enforce our agreements

2.6. Information We Collect Through Automatic Data Collection Technology

- 2.6.1. As you navigate through our Website, we may use automatic data collection technologies including Google Analytics to collect certain information about your equipment, browsing actions, and patterns.

- 2.6.2. Including information about

- 2.6.2.1. your location
- 2.6.2.2. your traffic pattern through our website
- 2.6.2.3. and any communications between your computer and our Website.
- 2.6.2.4. Among other things, we will collect data about
 - 2.6.2.4.1. the type of computer you use
 - 2.6.2.4.2. your Internet connection
 - 2.6.2.4.3. your IP address
 - 2.6.2.4.4. your operating system
 - 2.6.2.4.5. and your browser type. If you want to opt-out of Google Analytics, please [visit this page](#) to learn how.

- 2.6.3. The information we collect automatically is used for statistical data and will not include personal information.

- 2.6.3.1. We use this data to improve our Website and our service offerings.

- 2.6.3.2. To the extent that you voluntarily provide personal information to us, our systems will associate the automatically collected information with your personal information.

2.7. Third Party Use of Cookies (In the event we use advertising)

- 2.7.1. Some content or applications, including advertisements, on the Website are served by third-parties, including advertisers, ad networks and servers, content providers, and application providers.

- 2.7.2. These third parties may use cookies alone or in conjunction with web beacons or other tracking technologies to collect information about you when you use our website.

- 2.7.3. The information they collect may be associated with your personal information or they may collect information, including

- 2.7.3.1. personal information
- 2.7.3.2. your online activities over time and across different websites and other online services.
- 2.7.3.3. They may use this information to provide you with interest-based (behavioral) advertising or other targeted content.
- 2.7.4. We do not control these third parties' tracking technologies or how they may be used. If you have any questions about an advertisement or other targeted content, you should contact the responsible provider directly.

2.8. Email Information

- 2.8.1. If you choose to correspond with us through email, we may retain the content of your email messages together with your email address and our responses.
- 2.8.2. We provide the same protections for these electronic communications that we employ in the maintenance of information received online, mail, and telephone.
- 2.8.3. This also applies when you register for our website, sign up through any of our forms using your email address or make a purchase on this site. For further information see the email policies below.

2.9. Email Policies

- 2.9.1. We are committed to keeping your e-mail address confidential. We do not sell, rent, or lease our subscription lists to third parties, and will not disclose your email address to any third parties except as allowed in the section titled Disclosure of Your Information.
- 2.9.2. We will maintain the information you send via e-mail in accordance with applicable federal law.
- 2.9.3. In compliance with the CAN-SPAM Act, all e-mails sent from our organization will clearly state who the e-mail is from and provide clear information on how to contact the sender.
- 2.9.4. In addition, all e-mail messages will also contain concise information on how to remove yourself from our mailing list so that you receive no further e-mail communication from us.
- 2.9.5. Our emails provide users the opportunity to opt-out of receiving communications from us and our partners by reading the unsubscribe instructions located at the bottom of any e-mail they receive from us at anytime.
- 2.9.6. Users who no longer wish to receive our newsletter or promotional materials may opt-out of receiving these communications by clicking on the unsubscribe link in the e-mail.

2.10. Disclosure of Your Information

- 2.10.1. As a general rule, we do not sell, rent, lease or otherwise transfer any information collected whether automatically or through your voluntary action.
- 2.10.2. We may disclose your personal information to our subsidiaries, affiliates, and service providers for the purpose of providing our services to you.
- 2.10.3. We may disclose your personal information to a third party, including a lawyer or collection agency, when necessary to enforce our terms of service or any other agreement between you and the HG Wyndell.
- 2.10.4. We may provide your information to any successor in interest in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of the HG Wyndell's assets and/or business.
- 2.10.5. We may disclose information when legally compelled to do so, in other words, when we, in good faith, believe that the law requires it or for the protection of our legal rights or when compelled by a court or other governmental entity to do so.

2.11. How Do We Protect Your Information and Secure Information Transmissions?

- 2.11.1. We employ commercially reasonable methods to ensure the security of the information you provide to us and the information we collect automatically. This includes using standard security protocols and working only with reputable third-party vendors.
- 2.11.2. Email is not recognized as a secure medium of communication. For this reason, we request that you do not send private information to us by email. However, doing so is allowed, but at your own risk. Some of the information you may enter on our website may be transmitted securely via a secure medium known as Secure Sockets Layer, or SSL. Credit Card information and other sensitive information is never transmitted via email.
- 2.11.3. The HG Wyndell may use software programs to create summary statistics, which are used for such purposes as assessing the number of visitors to the different sections of our site, what information is of most and least interest, determining technical design specifications, and identifying system performance or problem areas.

- 2.11.4. For site security purposes and to ensure that this service remains available to all users, the HG Wyndell uses software programs to monitor network traffic to identify unauthorized attempts to upload or change information, or otherwise cause damage.

2.12. Lawful Purposes

- 2.12.1. You may use HGWyndell.com and Service for lawful purposes only.
- 2.12.2. You agree to be financially responsible for all purchases made by you or someone acting on your behalf through HGWyndell.com.
- 2.12.3. You agree to use HGWyndell.com and to purchase services or products through HGWyndell.com for legitimate, non-commercial purposes only.
- 2.12.4. You shall not post or transmit through HGWyndell.com any material which
 - 2.12.4.1. violates or infringes the rights of others,
 - 2.12.4.2. which is threatening, abusive, defamatory, libelous, invasive of privacy or publicity rights, vulgar, obscene, profane, or otherwise objectionable,
 - 2.12.4.3. contains injurious formulas, recipes, or instructions,
 - 2.12.4.4. which encourages conduct that would constitute a criminal offense,
 - 2.12.4.5. give rise to civil liability, or otherwise violate any law.
- 2.12.5. We may be legally required to disclose your Personally Identifiable Information, if
 - 2.12.5.1. such disclosure is required by subpoena, law, or other legal process;
 - 2.12.5.2. necessary to assist law enforcement officials or government enforcement agencies;
 - 2.12.5.3. necessary to investigate violations of or otherwise enforce our Legal Terms;
 - 2.12.5.4. necessary to protect us from legal action or claims from third parties including you and/or other Members;
 - 2.12.5.5. and/or necessary to protect the legal rights, personal/real property, or personal safety of HG Wyndell, our Users, employees, and affiliates.

2.13. Policy Changes

- 2.13.1. It is our policy to post any changes we make to our privacy policy on this page.

- 2.13.2. If we make material changes to how we treat our users' personal information, we will notify you by email to the email address specified in your account and/or through a notice on the Website home page.
- 2.13.3. The date the privacy policy was last revised is identified at the bottom of the page. You are responsible for ensuring we have an up-to-date active and deliverable email address for you, and for periodically visiting our Website and this privacy policy to check for any changes.

2.14. Children's Online Privacy Protection Act (COPPA)

- 2.14.1. Our Website is not intended for children under 13 years of age. No one under age 13 may provide any information to or on the Website. We do not knowingly collect personal information from children under 13. If you are under 13, do not use or provide any information on this Website or on or through any of its features/register on the Website, make any purchases through the Website, use any of the interactive or public comment features of this Website or provide any information about yourself to us, including your name, address, telephone number, email address, or any screen name or user name you may use.

If we learn we have collected or received personal information from a child under 13 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a child under 13, please contact us at hgwyndell@gmail.com

2.15. Visitors' GDPR Rights

- 2.15.1. If you are within the European Union, you are entitled to certain information and have certain rights under the General Data Protection Regulation. Those rights include:
 - 2.15.1.1. We will retain the any information you choose to provide to us until the earlier of:
 - 2.15.1.1.1. you asking us to delete the information,
 - 2.15.1.1.2. our decision to cease using our existing data providers, or
 - 2.15.1.1.3. HG Wyndell decides that the value in retaining the data is outweighed by the costs of retaining it.

- 2.15.1.2. You have the right to request access to your data that HG Wyndell stores and the rights to either rectify or erase your personal data.
- 2.15.1.3. You have the right to seek restrictions on the processing of your data.
- 2.15.1.4. You have the right to object to the processing of your data and the right to the portability of your data.
- 2.15.1.5. To the extent that you provided consent to HG Wyndell's processing of your personal data, you have the right to withdraw that consent at any time, without affecting the lawfulness of processing based upon consent that occurred prior to your withdrawal of consent.
- 2.15.1.6. You have the right to lodge a complaint with a supervisory authority that has jurisdiction over issues related to the General Data Protection Regulation.
- 2.15.1.7. We require only the information that is reasonably required to enter into a contract with you. We will not require you to provide consent for any unnecessary processing as a condition of entering into a contract with us.

2.16. Use Of Cookies and Pixels

- 2.16.1. Similar to other commercial websites, our website utilizes a standard technology called "cookies" and server logs to collect information about how our site is used.
- 2.16.2. Information gathered through cookies and server logs may include
 - 2.16.2.1. the date and time of visits,
 - 2.16.2.2. the pages viewed,
 - 2.16.2.3. time spent at our site,
 - 2.16.2.4. and the websites visited just before and just after our own, as well as your IP address.
- 2.16.3. A cookie is a very small text document, which often includes an anonymous unique identifier.
- 2.16.4. When you visit a website, that site's computer asks your computer for permission to store this file in a part of your hard drive specifically designated for cookies.
- 2.16.5. Each website can send its own cookie to your browser if your browser's preferences allow it, but (to protect your privacy) your browser only permits a website to access the cookies it has already sent to you, not the cookies sent to you by other sites.
- 2.16.6. HG Wyndell reserves the right to use technological equivalents of cookies, including social media pixels.

- 2.16.6.1. These pixels allow social media sites to track visitors to outside websites so as to tailor advertising messages users see while visiting that social media website.
- 2.16.6.2. HG Wyndell reserves the right to use these pixels in compliance with the policies of the various social media sites.

2.17. Contact Us

- 2.17.1. HG Wyndell welcome your questions or comment regarding the Privacy Policy:

HG Wyndell
2657 College Rd.
Holt, MI 48842

Email: hgwyndell@gmail.com

Updated October 30, 2020

3. Terms & Conditions

3.1. Intro

- 3.1.1. Please review the standard terms and services on my website. If you have any questions, do not hesitate to contact me.
- 3.1.2. If you proceed, then your agreement to all terms as set forth herein is presumed and binding.
- 3.1.3. This Terms of Use Agreement (the "Agreement") is a contract between you and HG Wyndell (the "HG Wyndell"). HG Wyndell operates the website found at the address www.HGWyndell.com (the "Site").
- 3.1.4. This Agreement governs your use of HGWyndell.com. Be sure that you carefully read and fully understand this Agreement.
- 3.1.5. HG Wyndell is willing to provide you with access to HGWyndell.com only on the condition that you accept all of the terms and conditions (the "Terms") contained in this Agreement.
- 3.1.6. This Agreement governs your use of HGWyndell.com.
- 3.1.7. By using HGWyndell.com, you agree to comply with and be bound by these Terms.
 - 3.1.7.1. If you do not agree to the Terms, you are not authorized to use HGWyndell.com.
- 3.1.8. HG Wyndell reserves the right to modify the Terms at any time by posting a notice on the homepage of HG Wyndell. Your use of

HGWyndell.com after the notice is posted indicates you agree to the changes.

3.2. Terms of Service

- 3.2.1. You are 18 years of age or older. Anyone person under age 18 must have a parent present.
- 3.2.2. As these services are spiritual in nature, it is not possible to prove accuracy or correct information. 100% accuracy is not guaranteed.
- 3.2.3. Any information, communication, consultations, online course, information product and/or live event with HG Wyndell are for educational, spiritual and entertainment purposes only.
- 3.2.4. No consultation or information provided by HG Wyndell is intended to, nor should it ever, take the place of professional services including, but not limited to, medical, legal, financial, business and/or psychological counseling.
- 3.2.5. HG Wyndell and their Service Outlets accept no liability and/or responsibility for any actions and/or decisions any client chooses to take or make based on his/her consultation or course participation.
- 3.2.6. You agree to absolutely indemnify and hold harmless any Service Outlet, their heirs, relatives, agents or assignees in perpetuity and throughout all known and unknown universes.
- 3.2.7. Copyright and confidentiality laws apply. You agree you will not publish, display, share, distribute and/or archive any material, photo, content, etc. without express written permission from HG Wyndell, Owner, Artist, and Publisher.
- 3.2.8. Social Media:
You may share service content and videos on appropriate social media outlets (Facebook, Instagram, Twitter, Pinterest, Linked in) as long as appropriate attribution is given. For permission to share my content on other venues please contact HG Wyndell via email.
- 3.2.9. All services and products offered by a Service Outlet are for entertainment purposes only.
- 3.2.10. You have had the chance and taken the time to ask any and all questions, you fully understand and, of your own free will, agree with these terms of service.

3.3. Comment Policy

- 3.3.1. Comments are welcomed and encouraged on this site.
- 3.3.2. Comments are displayed at the discretion of HG Wyndell and associated moderators, and are subject to deletion without notice.
- 3.3.3. Comments should:

- 3.3.3.1. Always address the ideas at hand, and refrain from remarking on the person who has those ideas.
- 3.3.3.2. be no more than 500 words.
- 3.3.3.3. be governed by mutual respect and constructive criticism.
- 3.3.4. HG Wyndell will not accept for publication any statement that contains:
 - 3.3.4.1. Ad hominem attacks, namely attacks that disparage persons or groups rather than attempting to engage with ideas, including name-calling, abusive statements, and remarks on character or reputation.
 - 3.3.4.2. Profanity
 - 3.3.4.3. Harassment
 - 3.3.4.4. Jokes about tragedies
 - 3.3.4.5. Hate speech
 - 3.3.4.6. Threats
 - 3.3.4.7. Defamation
 - 3.3.4.8. Spam
 - 3.3.4.9. Violates copyright, trademark, etc.
 - 3.3.4.10. Spam and promotional comments. Including a link to relevant content is permitted, but comments must be relevant to the post topic.
 - 3.3.4.11. Comments detrimental to the community
- 3.3.5. Please **do not share private information within your comment**. Phone numbers, email addresses or other personal information will be deleted from comments.
- 3.3.6. Please be patient with the moderators, as we work to approve comments.
- 3.3.7. Failure to follow these guidelines may result in blocking and/or banning the user.
- 3.3.8. Our moderators try to catch inappropriate content, and we hope our community will help us, if you see an inappropriate comment, please flag it for moderator review.
- 3.3.9. All rights reserved: For any comment we reserve the right to edit, delete, move, or mark it as spam.
- 3.3.10. Liability: by posting a comment you agree that your contribution is your own, and that you take responsibility for it. You agree to hold HG Wyndell, all post authors, and other commenters harmless.
- 3.3.11. We reserve the right to block those that violate this comment policy from commenting, subscribing or accessing HG Wyndell. Banning

procedures use various technologies and information to enforce the block, including:

- 3.3.11.1.1. Email
- 3.3.11.1.2. IP address
- 3.3.11.1.3. And other available information

3.3.12.

3.4. Your Use Of HGWyndell.com

- 3.4.1. You may not use any “deep-link”, “page-scrape”, “robot”, “spider” or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy, or monitor any portion of HGWyndell.com or any Content, or in any way reproduce or circumvent the navigational structure or presentation of HGWyndell.com or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through HGWyndell.com . HG Wyndell reserves the right to bar any such activity.
- 3.4.2. You may not attempt to gain unauthorized access to any portion or feature of HGWyndell.com, or any other systems or networks connected to HGWyndell.com or to any HG Wyndell server, or to any of the services offered on or through HGWyndell.com, by hacking, password “mining” or any other illegitimate means.
- 3.4.3. You may not probe, scan or test the vulnerability of HGWyndell.com or any network connected to HGWyndell.com, nor breach the security or authentication measures on HGWyndell.com or any network connected to HGWyndell.com. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to HGWyndell.com, or any other customer of HG Wyndell.
- 3.4.4. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of HGWyndell.com or HG Wyndell systems or networks, or any systems or networks connected to HGWyndell.com or to HG Wyndell.
- 3.4.5. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of HGWyndell.com or any transaction being conducted on HGWyndell.com, or with any other person’s use of HGWyndell.com.
- 3.4.6. You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to HG Wyndell on or through HGWyndell.com or any service offered on or through HGWyndell.com. You may not pretend that

you are, or that you represent, someone else, or impersonate any other individual or entity.

- 3.4.7. You may not use HGWyndell.com or any Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of HG Wyndell or others.
- 3.4.8. You may not use this Site for any abusive or illegal purpose. You may not harm others in any way. You may not use HGWyndell.com to perform any form of bullying, threatening, cyberstalking, intimidation, or any other type of harassment. HG Wyndell reserves the right to contact appropriate legal authorities in the event that you are suspected to have performed such actions.
- 3.4.9. We always appreciate your feedback or other suggestions, but you understand that we may use your feedback or suggestions without any obligation to compensate you for them (just as you have no obligation to offer them).
- 3.4.10. You may not use HGWyndell.com in a manner that: (1) infringes on any third party's intellectual property or proprietary rights, or rights of publicity or privacy; (2) violates any law, statute, ordinance or regulation; (3) is defamatory, trade libelous, threatening, unlawfully harassing, indecent, abusive, obscene, or contains child pornography; (4) that you know contains Viruses; (5) that you know will materially damage, disable, overburden or impair HGWyndell.com or any other party's use of HGWyndell.com; or (5) that you know contains links to any sites that do any of the aforementioned prohibited acts. In addition, you are prohibited from using HGWyndell.com to send spam, either directly or indirectly, or that in any way violates the CAN-SPAM Act of 2003, 15 U.S.C. 7701, as amended.
- 3.4.11. HG Wyndell does not assume responsibility for the accuracy, completeness, safety, innocuousness, slanderous nature of, legality or applicability of anything posted, displayed, linked, uploaded, recorded, broadcast or otherwise made available by any user. Notwithstanding anything within this provision or these Terms of Use, HG Wyndell reserves the right to suspend or terminate any user's account with or without notice to said user for any reason, at the sole discretion of HG Wyndell.

3.5. Availability of and Modifications to HGWyndell.com

- 3.5.1. In order to use HGWyndell.com, you must obtain access to the World Wide Web, either directly or through devices that access

Web-based content and pay any service fees associated with such access. System availability and access to the services available on this Site may be limited or unavailable for reasons which may include, without limitation, system performance. HG Wyndell makes no representations, warranties or assurances as to the availability of HGWyndell.com.

- 3.5.2. HG Wyndell reserves the right to modify, suspend or discontinue, temporarily or permanently, HGWyndell.com (or any part thereof) from time to time, for any or no reason and without notice. You agree that HG Wyndell shall not be liable to you or to any third party for any modification, suspension or discontinuance of HGWyndell.com. The information and materials contained on HGWyndell.com are subject to change. HG Wyndell endeavors to keep the information posted on this Site current, however, such information is subject to change at any time without notice to you and the posted information on this Site may not immediately reflect such changes.

3.6. Trademarks, Patents, & Corporate Policies

- 3.6.1. Not sure I have anything to list here at this time

3.7. Scheduling, Payments, Cancellations, & Refund Policy

3.7.1. Scheduling Policy

- 3.7.1.1. Scheduling is subject to availability. Appointments must be scheduled at least 24 hours in advance (subject to discretion).
- 3.7.1.2. Scheduling is subject to availability. Appointments will be scheduled at least 24 hours in advance (subject to discretion).
- 3.7.1.3. Appointments may be cancelled with a 100% refund if the cancellation is in writing and with 24 hours notice. Sessions may be rescheduled without penalty with 24 hours notice. Failure to provide 24 hour notice will result in forfeiture of fees, as it prevents me from seeing other clients.
- 3.7.1.4. Should HG Wyndell need to cancel or reschedule every effort will be made to provide written notice 24 hours prior to the appointment. If such notice is not possible, the appointment may be rescheduled or a full refund will be issued according to the client's wishes.
- 3.7.1.5. Readings and consultations are paid for in advance. Once payment has been received, an appointment will be scheduled.

Sessions may be cancelled with a 100% refund if the cancellation is in writing and with 24 hours notice. Sessions may be rescheduled without penalty with 24 hours notice.

- 3.7.1.6. After a session is completed, no refunds are offered for readings/spiritual coaching/spiritual consultation sessions. You are paying for the consultant's time, not the information, and once time has been given it cannot be returned.

3.8. Copyright Notice

3.8.1. Material You Submit to HGWyndell.com

- 3.8.1.1. You shall not upload, post or otherwise make available on HGWyndell.com any artwork, photos, or other materials (collectively "Materials") protected by copyright, trademark, or other proprietary right without the express written permission of the owner of the copyright, trademark, or other proprietary right, and the burden of determining that any Materials are not so protected rests entirely with you. You shall be liable for any damage resulting from any infringement of copyrights, trademarks, or other proprietary rights, or any other harm resulting from such a submission. For all Materials submitted by you to HGWyndell.com, you automatically represent or warrant that you have the authority to use and distribute the Materials, and that the use or display of the Materials will not violate any laws, rules, regulations, or rights of third parties.

3.8.2. Intellectual Property Rights to Your Materials

- 3.8.2.1. I claim no intellectual property rights over the material you supply to HG Wyndell. You retain copyright and any other rights you may rightfully hold in any content that you submit through HGWyndell.com or Service. Content you submit to HG Wyndell remains yours to the extent that you have any legal claims therein. You agree to hold HG Wyndell harmless from and against all claims, liabilities, and expenses arising out of any potential or actual copyright or trademark misappropriation or infringement claimed against you. By posting material on HGWyndell.com, you grant us a worldwide, non-exclusive, irrevocable license to use the material for promotional, business development, and marketing purposes.

3.8.3. Our Intellectual Property

3.8.3.1. HGWyndell.com and Service contain intellectual property owned by HG Wyndell, including trademarks, copyrights, proprietary information, and other intellectual property. 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 HGWyndell.com or Service Content or intellectual property, in whole or in part, without our prior written consent. We reserve the right to immediately remove you from the Service, without refund, if you are caught violating this intellectual property policy.

3.9. Violations of Terms Of Service

- 3.9.1. HG Wyndell may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of HGWyndell.com, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) HG Wyndell's rights or property, or the rights or property of visitors to or users of HGWyndell.com, including HG Wyndell's customers. HG Wyndell reserves the right at all times to disclose any information that HG Wyndell deems necessary to comply with any applicable law, regulation, legal process or governmental request. HG Wyndell also may disclose your information when HG Wyndell determines that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes.
- 3.9.2. You acknowledge and agree that HG Wyndell may preserve any transmittal or communication by you with HG Wyndell through HGWyndell.com or any service offered on or through HGWyndell.com, and may also disclose such data if required to do so by law or HG Wyndell determines that such preservation or disclosure is reasonably necessary to (1) comply with legal process, (2) enforce these Terms of Use, (3) respond to claims that any such data violates the rights of others, and or (4) protect the rights, property or personal safety of HG Wyndell, its employees, users of or visitors to HGWyndell.com, and the public.
- 3.9.3. You agree that HG Wyndell may, in its sole discretion and without prior notice, terminate your access to HGWyndell.com and/or block

your future access to HGWyndell.com at any time, for any reason or no reason. You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to HG Wyndell for which monetary damages would be inadequate, and you consent to HG Wyndell obtaining any injunctive or equitable relief that HG Wyndell deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies HG Wyndell may have at law or in equity.

- 3.9.4. If HG Wyndell does take any legal action against you as a result of your violation of these Terms of Use, HG Wyndell will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action in addition to any other relief granted to HG Wyndell. You agree that HG Wyndell will not be liable to you or to any third party for termination of your access to HGWyndell.com as a result of any violation of these Terms of Use.

3.10. Contact Us

- 3.10.1. HG Wyndell welcome your questions or comment regarding the Privacy Policy:

HG Wyndell
2657 College Rd.
Holt, MI 48842

Email: hgwyndell@gmail.com

Updated October 30, 2020

4. Ethics

- 4.1. I am here to serve my spirits, my gods, and my clients.
- 4.2. I treat everyone with equal respect, regardless of race, religion, gender, sexuality, or orientation.
- 4.3. I represent myself and my abilities with honesty and integrity.
- 4.4. I believe in personal sovereignty with the goal of fostering discernment and agency with my clients.
- 4.5. I do not solve crimes, pick lottery numbers, or read for unrepresented third parties.
- 4.6. I do not predict death dates, nor try to diagnose illness.
- 4.7. I am not a mind reader.
- 4.8. All readings are confidential to the extent protected by law.
- 4.9. If I feel your behavior is addictive, I may refuse to read for you.

5. Disclaimers

5.1. Intro

- 5.1.1. This website is owned and operated by HG Wyndell (“HG Wyndell,” “I”, “We”, “Us”).
- 5.1.2. This Disclaimer, along with the Terms of Use and Privacy Policy, governs your access to and use of HGWyndell.com including any content, functionality and services offered on or through HGWyndell.com (the “Website”), whether as a guest or a registered user.
- 5.1.3. Please read the Disclaimer carefully before you start to use the Website. By using the Website or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by the Disclaimer. If you do not want to agree to the Privacy Policy, you must not access or use the Website.

5.2. Effect of Headings

- 5.2.1. The subject headings of the paragraphs and subparagraphs of this Agreement are included for convenience only and shall not affect the construction or interpretation of any of its provisions.

5.3. For Educational and Informational Purposes Only

- 5.3.1. The information contained on this Website and the resources available for download through this website are for educational and informational purposes only.

5.4. Not Financial Advice

- 5.4.1. The information contained on this Website and the resources available for download through this website is not intended as, and shall not be understood or construed as, financial advice.
- 5.4.2. The professionals at the HG Wyndell are spiritual professionals and the information provided on this Website may relate to financial issues, the information contained on this Website is not a substitute for financial advice from a professional who is aware of the facts and circumstances of your individual situation.
- 5.4.3. We have done our best to ensure that the information provided on this Website and the resources available for download are accurate and provide valuable information.
- 5.4.4. Regardless of anything to the contrary, nothing available on or through this Website should be understood as a recommendation that you should not consult with a financial professional to address your particular information.

- 5.4.5. The HG Wyndell expressly recommends that you seek advice from a professional.
- 5.4.6. Neither the HG Wyndell nor any of its employees or owners shall be held liable or responsible for any errors or omissions on this website or for any damage you may suffer as a result of failing to seek competent financial advice from a professional who is familiar with your situation.

5.5. Not Medical or Health Advice

- 5.5.1. The information contained on this Website and the resources available for download through this website is not intended as, and shall not be understood or construed as, medical or health advice.
- 5.5.2. While the professionals at the HG Wyndell may address health issues and the information provided on this Website relates to medical and/or health issues, the information contained on this Website is not a substitute for medical or health advice from a professional who is aware of the facts and circumstances of your individual situation.
- 5.5.3. We have done our best to ensure that the information provided on this Website and the resources available for download are accurate and provide valuable information.
- 5.5.4. Regardless of anything to the contrary, nothing available on or through this Website should be understood as a recommendation that you should not consult with a medical or health professional to address your particular information. The HG Wyndell expressly recommends that you seek advice from a professional.
- 5.5.5. Neither the HG Wyndell nor any of its employees or owners shall be held liable or responsible for any errors or omissions on this website or for any damage you may suffer as a result of failing to seek competent medical or health advice from a professional who is familiar with your situation.

5.6. Not Professional Advice

- 5.6.1. The information contained on this Website and the resources available for download through this website is not intended as, and shall not be understood or construed as, professional advice.
- 5.6.2. While the employees and/or owners of the HG Wyndell are professionals and the information provided on this Website relates to issues within the HG Wyndell's area of professionalism, the information contained on this Website is not a substitute for advice from a professional who is aware of the facts and circumstances of your individual situation.

- 5.6.3. We have done our best to ensure that the information provided on this Website and the resources available for download are accurate and provide valuable information.
- 5.6.4. Regardless of anything to the contrary, nothing available on or through this Website should be understood as a recommendation that you should not consult with a professional to address your particular information.
- 5.6.5. HG Wyndell expressly recommends that you seek advice from a professional.
- 5.6.6. Neither the HG Wyndell nor any of its employees or owners shall be held liable or responsible for any errors or omissions on this website or for any damage you may suffer as a result of failing to seek competent advice from a professional who is familiar with your situation.

5.7. No Professional-Client Relationship

- 5.7.1. Your use of this Website – including implementation of any suggestions set out in this Website and/or use of any resources available on this Website – does not create a professional-client relationship between you and the HG Wyndell or any of its professionals.
- 5.7.2. HG Wyndell cannot accept you as a client unless and until we determine that there is a fit and until various requirements, such as fee arrangements, are resolved.
- 5.7.3. Thus, you recognize and agree that we have not created any professional-client relationship by the use of this Website.

5.8. User's Personal Responsibility

- 5.8.1. By using this Website, you accept personal responsibility for the results of your actions.
- 5.8.2. You agree to take full responsibility for any harm or damage you suffer as a result of the use, or non-use, of the information available on this Website or the resources available for download from this Website.
- 5.8.3. You agree to use judgment and conduct due diligence before taking any action or implementing any plan or policy suggested or recommended on this Website.

5.9. No Guarantees

- 5.9.1. You agree that HG Wyndell has not made any guarantees about the results of taking any action, whether recommended on this Website or not.

- 5.9.2. The HG Wyndell provides educational and informational resources that are intended to help users of this website succeed in life, personal wellbeing, spirituality and otherwise.
- 5.9.3. You nevertheless recognize that your ultimate success or failure will be the result of your own efforts, your particular situation, and innumerable other circumstances beyond the control and/or knowledge of the HG Wyndell.
- 5.9.4. You also recognize that prior results do not guarantee a similar outcome.
- 5.9.5. Thus, the results obtained by others – whether clients or customers of the HG Wyndell or otherwise – applying the principles set out in this Website are no guarantee that you or any other person or entity will be able to obtain similar results.

5.10. Right of Refusal

- 5.10.1. We reserve the right to refuse service at any time for any reason.
- 5.10.2. The Services are offered subject to our acceptance of your order or requests.
- 5.10.3. I reserve the right to refuse service to any order, person or entity, without the obligation to assign reason for doing so.
- 5.10.4. No order is deemed accepted by us until payment has been processed.
- 5.10.5. I may at any time change or discontinue any aspect or feature of HGWyndell.com or Service, subject to us fulfilling our previous responsibilities to you based on acceptance of your payment.
- 5.10.6. We reserve the right in our sole discretion to refuse or terminate your access to our Workshops, Products, Services and/or our Program Materials, Website, e-mail communications, or any other method of communications related to our Workshops, Products or Services at any time without notice.
- 5.10.7. Should you or we wish to terminate the Workshops, Products or Services at any time, these termination terms will apply to you as well, even after termination by either of us.
- 5.10.8. In the event of cancellation or termination, all remaining balances owed shall be immediately due, and you are no longer authorized to access the Workshops, Products, Services or our Website, e-mail or any or other method of communications affected by such cancellation or termination.
- 5.10.9. The restrictions imposed on you with respect to Training Program Materials and the Training Programs, Products or Services, including but not limited to all of the disclaimers, limitations of

liabilities and rights set forth in these Terms and Conditions, shall survive such termination of your access and apply in full force.

5.11. Product Description

- 5.11.1. I endeavor to describe and display the Service as accurately as possible.
- 5.11.2. While I try to be as clear as possible in explaining the Service, please do not accept that HGWyndell.com is entirely accurate, current, or error-free.
- 5.11.3. From time to time I may correct errors in pricing and descriptions. I reserve the right to refuse or cancel any order with an incorrect price listing.

5.12. Errors and Omissions

- 5.12.1. This World Wide Web Site is a public resource of general information that is intended, but not promised or guaranteed, to be correct, complete, and up-to-date.
- 5.12.2. We have taken reasonable steps to ensure that the information contained in this Website is accurate, but we cannot represent that this Website is free of errors.
- 5.12.3. You accept that the information contained on this Website may be erroneous and agree to conduct due diligence to verify any information obtained from this Website and/or resources available on it prior to taking any action.
- 5.12.4. You expressly agree not to rely upon any information contained in this website.

5.13. Reviews

- 5.13.1. At various times, we may provide reviews of products, services, or other resources.
- 5.13.2. This may include reviews of books, services, and/or software applications.
- 5.13.3. Any such reviews will represent the good-faith opinions of the author of such a review.
- 5.13.4. The products and services reviewed may be provided to the HG Wyndell for free or at a reduced price as an incentive to provide a review.
- 5.13.5. Regardless of any such discounts, we will provide honest reviews of these products and/or services.
- 5.13.6. You recognize that you should conduct your own due diligence and should not rely solely upon any reviews provided on this website.
- 5.13.7. We will disclose the existence of any discounts or incentives received in exchange for providing a review of a product.

- 5.13.8. If you would like more information about any such discounts and incentives, send an email to hgwyndell@gmail.com that includes the title of the reviewed product as the subject line.
- 5.13.9. We will respond via email and disclose any incentives or discounts we received in association with any such review.

5.14. Affiliate Links

- 5.14.1. From time to time, the HG Wyndell participates in affiliate marketing and may allow affiliate links to be included on some of our pages.
- 5.14.2. This means that we may earn a commission if/when you click on or make purchases via affiliate links.
- 5.14.3. As a policy, the HG Wyndell will only affiliate with products, services, coaches, consultants, and other experts that we believe will provide value to our customers and followers.
- 5.14.4. HG Wyndell will inform you when one of the links constitutes an affiliate link.
- 5.14.5. You recognize that it remains your personal responsibility to investigate whether any affiliate offers are right for you and will benefit you.
- 5.14.6. You will not rely on any recommendation, reference, or information provided by the HG Wyndell but will instead conduct your own investigation, and will rely upon your investigation to decide whether to purchase the affiliate product or service.

5.15. No Endorsements

- 5.15.1. From time to time, the HG Wyndell will refer to other products, services, coaches, consultants, and/or experts.
- 5.15.2. Any such reference is not intended as an endorsement or statement that the information provided by the other party is accurate.
- 5.15.3. HG Wyndell provides this information as a reference for users.
- 5.15.4. It is your responsibility to conduct your own investigation and make your own determination about any such product, service, coach, consultant, and/or expert.

5.16. Testimonials

- 5.16.1. At various places on this Website, you may find testimonials from clients and customers of the products and services offered on this Website or by the HG Wyndell.
- 5.16.2. The testimonials are actual statements made by clients and/or customers and have been truthfully conveyed on this Website.

- 5.16.3. Although these testimonials are truthful statements about results obtained by these clients and/or customers, the results obtained by these clients and/or customers are not necessarily typical.
- 5.16.4. You specifically recognize and agree that the testimonials are not a guarantee of results that you or anyone else will obtain by using any products or services offered on this Website or by HG Wyndell.

5.17. Earnings Disclaimer

- 5.17.1. From time to time, the HG Wyndell may report on the success of one of its existing or prior clients/customers.
- 5.17.2. The information about this success is accurately portrayed by the Customer.
- 5.17.3. You acknowledge that the prior success of others does not guarantee your success.
- 5.17.4. As with any business, your results may vary and will be based on your individual capacity, business experience, expertise, and level of desire.
- 5.17.5. There are no guarantees concerning the level of success you may experience.
- 5.17.6. There is no guarantee that you will make any income at all and you accept the risk that the earnings and income statements differ by individual.
- 5.17.7. Each individual's success depends on his or her background, dedication, desire and motivation.
- 5.17.8. The use of our information, products and services should be based on your own due diligence and you agree that the HG Wyndell is not liable for any success or failure of your business that is directly or indirectly related to the purchase and use of our information, products, and services reviewed or advertised on this Website.

5.18. Indemnification

- 5.18.1. You shall indemnify and hold me 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, attorney's fees, arising out of any breach by you of any of these Terms and Conditions, or any use by you of HGWyndell.com or Service.
- 5.18.2. You shall provide me with such assistance, without charge, as I may request in connection with any such defense, including, without limitation, providing us with such information, documents, records, and reasonable access to you, as we deem necessary.

- 5.18.3. You shall not settle any third party claim or waive any defense without our prior written consent.

5.19. No Warranties

- 5.19.1. HG Wyndell MAKES NO WARRANTIES REGARDING THE PERFORMANCE OR OPERATION OF THIS WEBSITE.
- 5.19.2. HG Wyndell FURTHER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE INFORMATION, CONTENTS, MATERIALS, DOCUMENTS, PROGRAMS, PRODUCTS, BOOKS, OR SERVICES INCLUDED ON OR THROUGH THIS WEBSITE.
- 5.19.3. TO THE FULLEST EXTENT PERMISSIBLE UNDER THE LAW, HG Wyndell DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5.20. Limitation of Liability

- 5.20.1. YOU AGREE TO ABSOLVE HG Wyndell OF ANY AND ALL LIABILITY OR LOSS THAT YOU OR ANY PERSON OR ENTITY ASSOCIATED WITH YOU MAY SUFFER OR INCUR AS A RESULT OF USE OF THE INFORMATION CONTAINED ON THIS WEBSITE AND/OR THE RESOURCES YOU MAY DOWNLOAD FROM THIS WEBSITE.
- 5.20.2. YOU AGREE THAT HG Wyndell SHALL NOT BE LIABLE TO YOU FOR ANY TYPE OF DAMAGES, INCLUDING DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EQUITABLE, OR CONSEQUENTIAL LOSS OR DAMAGES FOR USE OF THIS WEBSITE.
- 5.20.3. THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE WEBSITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS.
- 5.20.4. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN.
- 5.20.5. HG Wyndell AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE WEBSITE AT ANY TIME.
- 5.20.6. HG Wyndell AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE WEBSITE FOR ANY PURPOSE.

- 5.20.7. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED “AS IS” WITHOUT WARRANTY OR CONDITION OF ANY KIND.
- 5.20.8. HG Wyndell AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.
- 5.20.9. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL HG Wyndell AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE WEBSITE, WITH THE DELAY OR INABILITY TO USE THE WEBSITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE WEBSITE, OR OTHERWISE ARISING OUT OF THE USE OF THE WEBSITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF HG Wyndell OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.
- 5.20.10. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.
- 5.20.11. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE WEBSITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEBSITE.

5.21. Governing Law; Venue; Mediation

- 5.21.1. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Michigan as applied to contracts that are executed and performed entirely in Michigan.

- 5.21.2. The exclusive venue for any arbitration or court proceeding based on or arising out of this Agreement shall be Ingham County, Michigan.
- 5.21.3. The parties agree to attempt to resolve any dispute, claim, or controversy arising out of or relating to this Agreement by mediation, which shall be conducted under the then current mediation procedures of The CPR Institute for Conflict Prevention & Resolution³ or any other procedure upon which the parties may agree.
- 5.21.4. The parties further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration, or other dispute resolution procedures.

5.22. Void Where Prohibited

- 5.22.1. Although access to this Site is accessible worldwide, not all features, products or services discussed, referenced, provided or offered through or on HGWyndell.com are available to all persons or in all geographic locations, or appropriate or available for use outside the United States.
- 5.22.2. HG Wyndell reserves the right to limit, in its sole discretion, the provision and quantity of any feature, product or service to any person or geographic area.
- 5.22.3. Any offer for any feature, product or service made on HGWyndell.com is void where prohibited.
- 5.22.4. If you choose to access HGWyndell.com from outside the United States, you do so on your own initiative and you are solely responsible for complying with applicable local laws.

5.23. Recovery of Litigation Expenses

- 5.23.1. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

5.24. Severability

- 5.24.1. 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.

5.25. Assignment

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

5.26. Contact Us

- 5.26.1. HG Wyndell welcome your questions or comment regarding the Privacy Policy:

HG Wyndell
2657 College Rd.
Holt, MI 48842

Email: hgwyndell@gmail.com

Updated October 30, 2020

6. Website Footer

- 6.1. Copyright 2020 | HG Wyndell

You can thank our lawyers for this wordy yet apparently required Legal Disclaimer: Every effort has been made to accurately represent our program, services, and their potential. The testimonials and examples used are exceptional results, don't apply to an average attendee/purchaser and are not intended to represent or guarantee that anyone will achieve the same or similar results. Any claims made of actual earnings or examples of actual results can be verified upon request. Each individual's success depends on their complex reality.

7. Coaching

7.1. The Process

- 7.1.1. The services to be provided by the coach to the client are face-to-face, web based, or telephone coaching, as agreed jointly with the client.
- 7.1.2. Coaching may address specific personal struggles, spiritual issues, or general conditions in the client's life or profession.
- 7.1.3. Other coaching services include value clarification, brainstorming, identifying plans of action, examining modes of operation in life, asking clarifying questions, and making empowering requests or suggestions for action.
- 7.1.4. Additionally, the client may be asked to reflect on difficult topics or situations which may result in an expression of emotions.
- 7.1.5. Throughout the working relationship, the coach will engage in direct and personal conversations.
- 7.1.6. The client understands that successful coaching requires a co-active collaborative approach between client and coach.
- 7.1.7. In the coaching relationship, the coach plays the role of a facilitator of change, but it is the client's responsibility to enact or bring about the change.
- 7.1.8. If the client believes the coaching is not working as desired, the client will communicate this with the coach as soon as possible and the coaching strategy will be restructured to address the client's desired outcome of coaching.
- 7.1.9. You are very much encouraged to talk more with the coach as to receive a better understanding of what coaching is about and how to get the most out of it.

7.2. Client Responsibility

- 7.2.1. The client also agrees to disclose details of the past or present psychological or psychiatric treatment.
- 7.2.2. Coaching and counselling are not the same.
- 7.2.3. Likewise, therapy and other modes of professional or medical psychological examination shall not be considered equivalent to coaching.
- 7.2.4. I am not a registered psychologist or psychiatrist, nor a licensed therapist.
- 7.2.5. I do not engage in therapy with my coaching clients.
- 7.2.6. In entering into the coaching relationship, and signing the agreement, you are agreeing that if any mental health difficulties arise during the course of the coaching relationship, you will notify

me immediately so that I can discuss with you an appropriate referral.

7.3. Confidentiality

- 7.3.1. All information about the coach/client relationship will remain strictly confidential except in very rare circumstances where decreed by law; ie. where the court might issue a subpoena for the file or information.
- 7.3.2. If you wish for me as your coach to speak to someone outside our interactions, you need to give me written permission (original letter, or email) to do so.
- 7.3.3. Exceptions to confidentiality of course relate to circumstances such as intent to seriously harm someone, child abuse, thoughts of suicide etc. Otherwise, all remaining information is kept confidential.
- 7.3.4. It is also important to note that in some situations, it is important to be aware of the use of technology in that for some clients, there is a risk in using certain media such as the internet, mobile phones and cordless phones.
 - 7.3.4.1. If you use these to communicate with me, then I will assume that it is appropriate to continue to do so in my interactions with you.
- 7.3.5. If you are involved in a court proceeding and a request is made for information concerning you, we will not disclose information without your (or your legal representative's) written authorization, a subpoena or court order.
 - 7.3.5.1. When disclosing information we will make reasonable efforts to limit the information to the minimum necessary to accomplish the intended purpose of the disclosure.
- 7.3.6. At times, we may consult with a professional on our staff if we feel it is needed to offer the best possible service for you. During a consultation we make every effort to avoid revealing the identity of the client.
- 7.3.7. You should be aware that we employ administrative staff and utilize contract labor as a business practice.
 - 7.3.7.1. It may be necessary to share information with them related to scheduling, billing, bookkeeping and quality assurance.
 - 7.3.7.2. All of our staff or contract laborers are bound by the same rules of confidentiality and have been given training about protecting your privacy.

7.3.8. Procedures Regarding Legal Proceedings: Any attorneys requiring confidential information on clients will be billed for the information released, the time required to compile the information and any materials or postage necessary.

7.3.8.1. The attorneys will also be billed for all court costs incurred.

This will include:

7.3.8.1.1. preparation time,

7.3.8.1.2. actual court appearance,

7.3.8.1.3. and travel time. (A minimum of three hours will be billed for the court appearance and travel time.)

7.3.8.1.4. The fee involved for these services will be \$95.00 per hour.

7.3.9. Mandatory Reporting

7.3.9.1. https://www.michigan.gov/mdhhs/0,5885,7-339-73971_7119_50648_44443---,00.html

7.3.9.2. When there is clear and immediate danger to you, other individuals, or society, we are required to intervene. If we believe you pose a life threatening risk to yourself or to others, we may need to notify responsible individuals for your protection. In this case, we may call your emergency contact person, a friend or relative, or summon the police to take you to a hospital for psychiatric evaluation or observation.

7.3.9.3. Child abuse reporting laws in the State of Michigan require counselors to report suspected cases of child abuse to the Department of Human Resources. Child abuse and neglect may include physical, emotional or sexual abuse of children or the abandonment of children.

7.3.9.4. If we know that an elderly or disabled adult has been abused , neglected, exploited, or been sexually or emotionally abused, the law requires that we file a report with the appropriate governmental agency, usually the Department of Human Resources. Once such a report is filed, we may be required to provide additional information.

7.4. Indemnity

7.4.1. Life Coaching is a service that provides personal coaching to specific individuals and/or groups.

7.4.2. The client is aware that coaching is in no way to be construed or substituted as psychological counselling or any other type of therapy or medical advice.

- 7.4.3. I will at all times exercise my best professional efforts, skills and care of ensuring my client is coached to meet their life coaching goals, the client understands and acknowledges the coach will not be liable legally or otherwise, for the actions the client may or may not undertake as a result of the life coaching sessions.
- 7.4.4. No assumption of responsibility is made, or given, and the client requesting such advice agrees not to hold HG Wyndell (Provider) responsible or liable in any form or fashion, for such actions taken of their own accord.
- 7.4.5. The method and process by which this advice and direction are given in no manner whatsoever, written or verbal, constitutes an agreement or liability on the part of the provider and is acknowledged to be different in many ways than clinical and medical counselling.
- 7.4.6. You (the client) agree that using any of these life coaching services are entirely at your own risk.
- 7.4.7. Life coaching services are provided "as is", without warranty of any kind, either expressed or implied, including without limitation any warranty for information services, coaching, uninterrupted access, or products and services provided through or in connection with the service.
- 7.4.8. This service is requested at the client's own choice and with inherent singular responsibility.
- 7.4.9. Any actions or lack of actions taken by the client of such advice is done so solely by choice and responsibility of the client and is neither the responsibility nor liability of HG Wyndell (Provider).
- 7.4.10. The client takes full responsibility in the decisions they make after being coached as well as the consequences.
- 7.4.11. The client enters into coaching with full understanding that they are responsible for creating their own results.
- 7.4.12. Periodically I, HG Wyndell, may provide links to other web sites or written print material which may be of value, interest and convenience to you.
 - 7.4.12.1. This does not constitute endorsement of material at those sites or any associated organization product of service.
 - 7.4.12.2. It is the responsibility of the user to make their own informed decision about the accuracy of the information at those sites and print material including their privacy policies.

7.4.12.3. In no event shall HG Wyndell (Provider) be liable for any incident or consequential damages resulting from use of the material.