

# SMITHAL HABITS

## Terms and Conditions

### 1. Agreement to Terms

By accessing, purchasing from, or using any Smithal Habits website, store, or services (“Services”), you (“Client”) agree to these Terms & Conditions (“Terms”). If you do not agree, do not purchase or use the Services.

### 2. Scope of Services

Smithal Habits provides education, wellness guidance, lifestyle coaching, administrative coordination, and medical concierge navigation. We do not provide medical diagnosis, medical treatment, prescriptions, psychotherapy, emergency services, or surgical/clinical procedures. Any clinical care is provided solely by licensed healthcare professionals and facilities independent of Smithal Habits.

### 3. Eligibility

You must be at least 18 years old to purchase Services. If purchasing on behalf of another person, you represent that you have legal authority to accept these Terms on their behalf.

### 4. Service Activation

Upon successful payment, Services are considered activated immediately, including scheduling allocation, onboarding, planning, preparation, coordination, documentation review (educational), and resource reservation.

### 5. Payments & Authorization

All prices are listed in USD unless otherwise stated. By purchasing, you authorize Smithal Habits and its payment processor to charge your selected payment method. You are responsible for applicable bank fees, currency conversion fees, or taxes.

### 6. No Refunds / No Cancellations

ALL PAYMENTS ARE FINAL AND NON-REFUNDABLE. Services involve reserved time, planning, and coordination; therefore, cancellations are not permitted once payment is confirmed. No refunds will be issued for change of mind, dissatisfaction, missed sessions, partial use, travel conflicts, external medical decisions, or failure to follow recommendations.

### 7. Limited Force Majeure Exception

Exceptions may be considered solely for verified force majeure events, limited to death of the beneficiary or severe medical condition preventing continuation, supported by official documentation. Approval is discretionary and not guaranteed.

### 8. Rescheduling & No-Shows

If sessions are included, rescheduling requires prior notice as stated in program details. No-shows are considered used and are non-refundable.

### 9. Third-Party Providers

When Services include concierge coordination, third-party providers (clinics, physicians, hospitals, hotels, etc.) operate independently. Smithal Habits does not control their actions, pricing, medical decisions, or outcomes.

### 10. Deposits / Reserve Your Procedure

Deposits activate concierge planning and coordination. Unless explicitly stated otherwise in writing, deposits are non-refundable and may be applied toward coordination fees or procedure totals as described at checkout.

#### 11. No Guarantees

Results vary. Smithal Habits makes no guarantees regarding medical outcomes, weight loss, performance, recovery, or satisfaction.

#### 12. Chargebacks & Payment Disputes

You agree to contact Smithal Habits before initiating any chargeback. Initiating a chargeback contrary to these Terms may result in service suspension and recovery of associated administrative and dispute fees.

#### 13. Intellectual Property

All materials, templates, protocols, and content provided are property of Smithal Habits and may not be copied, resold, or redistributed without written permission.

#### 14. Privacy

Client information is handled according to our Privacy Policy. For concierge coordination, necessary information may be shared with third-party providers for coordination purposes only.

#### 15. Limitation of Liability

To the fullest extent permitted by law, liability is limited to the amount paid for the specific Service giving rise to the claim.

#### 16. Governing Law

These Terms are governed by the laws of the State of Florida, USA. Disputes shall be resolved in appropriate courts within Florida unless otherwise required by law.

#### 17. Updates

Smithal Habits reserves the right to update these Terms at any time. The version in effect at the time of purchase applies to that transaction.