

## Terms of Service

**Updated January 1, 2018**

This website, including the information and features available from the site, such as reviews, articles and advertisements, (“remodeinglifestyle.com” “customlifecoaching.com,” or the “Site”), is an interactive online service operated by Custom Life Coaching,” “We”, “Us”), that is designed to be a resource for personal health and wellness focused on increasing your knowledge and understanding of health care topics.

The information on this site is intended to provide general information only, and does not constitute, nor is it a substitute for, personalized medical advice. This site cannot and does not attempt to provide you with any advice specific to your condition or circumstances, and does not establish a doctor-patient relationship. This site should not be used as a substitute for advice from a doctor or healthcare provider. Never disregard advice from a physician or delay seeing a healthcare professional due to information found on this site.

Dr. Estrella-Stella Delgadillo strives to provide the best care through custom designed health and wellness Root Cause Analysis (RCAs). For any such plan to be effective, particularly the Lifestyle Assessment plans that Dr. Delgadillo provides, the patient must be a participant and have a direct, complete, and personal relationship with their health care provider. To gain the benefits of this service or site discussions, a personal consultation is required, so please schedule an appointment.

Use of this site in any manner is subject to these Terms of Service (“Terms”) If you do not agree to these Terms and corresponding Privacy Policy, we ask that you refrain from using this Site.

### **Disclaimers and Limitations**

#### **Professional Advice.**

Nothing stated or posted on the Site is intended to be the practice of medicine, or other professional services. For purposes of these Terms of Service, the practice of medicine includes, without limitation, psychiatry, psychology, psychotherapy, or providing health care treatment, instructions, diagnoses, prognoses, or advice. Custom Life Coaching provides no assurances that the information contained in this Site will always include the

most recent findings or developments with respect to the particular material. Your access or use of the Site does not create in any way a physician/patient, confidential, or privileged relationship, or any other relationship that would give rise to any duties on The Company's part or the part of our advertisers, partners or affiliates. We do not recommend or endorse any specific physicians, professionals, advisors, caregivers, procedures, opinions, advice, or other information that may appear on our Site. If you rely on any of the information provided by our Site, advertisers, or other site visitors, you do so solely at your own risk.

**Disclaimer of Representations and Warranties.**

Neither the Company nor any of its employees, agents, third-party content providers or licensors, makes any warranties or representations as to the accuracy or reliability of information, service or merchandise provided through the Site; nor do they make any warranties or representations as to outcomes that may result from use of any aspect of the Site; nor do they make any warranties or representations that the Site's online services will be uninterrupted or error free. You expressly agree to use the Site at your sole risk.

The Site is provided on an "as is" basis without warranties or representations of any kind, either express or implied, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose, other than those warranties which are implied by, and incapable of exclusion, restriction or limitation under, the laws applicable to these Terms of Service.

We shall not be liable to you for any direct, indirect, general, special, incidental, punitive, or consequential damages. Some states may not allow the exclusion or limitation of consequential or incidental damages, thus the previous disclaimer may not apply to you.

**Safeguarding Information.**

We use industry-standard technologies and techniques to safeguard our Site. This website and hosting services are secure and it confirmed through safeguard locking system.

**Third Party Links.**

Periodically, you may be provided with links to other sites, resources, and features through the Site. As We have no control over such sites, resources,

and features, you acknowledge and agree that We are not responsible for, nor do We endorse, the accuracy, content, products, advertising, or any other materials available from such sites, resources, or features. You also acknowledge that We shall not be liable or responsible, directly or indirectly, for any loss, injury, or damage caused or alleged to be caused by or through the use of or reliance upon any such site, resource, or feature.

## **General Terms**

### **Jurisdiction and Choice of Law.**

If there is any dispute arising out of your use of the Site, you expressly agree that any such dispute shall be governed by the laws of Texas, without regard to its conflict of law provisions, and you expressly agree and consent to the exclusive jurisdiction and venue of the state and federal courts found in Tarrant or Dallas County, Texas, for the resolution of any such dispute. Any party who unsuccessfully challenges the enforceability of this forum selection clause shall reimburse the prevailing party for its attorney's fees, and the party prevailing in any such dispute shall be awarded its attorneys' fees.

### **Changes to these Terms of Use and Privacy Policy.**

The Terms of Use and Privacy Policy may change at any time, with any changes being posted on the Site. By continuing to use the Site after such a posting, you agree to the updated Terms and Privacy Policy.

### **Changes to our Site.**

Our Site is under continual development and improvement, and new features will be regularly added and modified to improve the Site experience. Some portion of these Terms may refer to functionality not yet complete or available to users. Those parts of these Terms will be in effect when the relevant parts of the Site become available.

### **Compliance with Laws.**

You acknowledge and agree that you will only use the Site in a manner consistent with these Terms of Service, as well as any and all applicable local, state, national, and international laws and regulations. Use of this Site is void where prohibited. To the extent that the Site is not legal in your jurisdiction, you may not use the Site, and the Site may not be used anywhere where prohibited by law.

**Entire Agreement.**

These Terms of Use, along with our Privacy Policy contain the entire agreement between you and The Company regarding the use of the Site.

**Severability.**

If any provision of these Terms is held to be invalid, illegal or unenforceable in any respect, that provision shall be limited or eliminated to the minimum extent necessary such that these Terms shall otherwise remain in full force and effect and enforceable.

**Survival.** Even after your use of the Site discontinues, these Terms shall remain in effect. All terms that by their nature may survive termination of these Terms shall be deemed to survive such termination.

**Copyright**

All online course materials or other materials originated by this Site shall not be copied or duplicated in any form, unless written request is established and consent given by Dr. Delgadillo. If any material is copied or distributed without the knowledge of Dr. Estrella-Stella Delgadillo, this practice is considered prohibited and such findings shall be upheld in a court of law.

Please contact us at with any questions regarding these Terms of Service.