

Terms and Conditions

1. Introduction

Welcome to Rooted and Wild Holistic Wellness (“we” “us” “our” or “the Company”). The Terms and Conditions (the “Terms”) set forth in this agreement serve as the agreement governing the use of rootedandwildholisticwellness.com (the “Site” or the “Website”). By accessing and using our Website, the visitor (“you”) agrees to be bound by these Terms and Conditions and our Privacy Policy. Failure to adhere to these Terms can result in termination of your access to the Website. If you do not agree with any part of the Terms and Conditions, please do not use this Website.

2. Use of Site

2.1 Age

The Site is intended for use by individuals at least eighteen (18) years of age. Those under the age of eighteen must be supervised by a parent or guardian while accessing this Website. By using this Site, you represent that you are over the age of eighteen or are under suitable supervision to enable you to view this content.

2.2 Prohibited Content

While using this Website, and any communication mechanisms embedded within, you agree not to:

- Use harassing, threatening, violent, obscene, or defamatory language.
- Send solicitations or advertisements.
- Upload or transmit any malicious code, virus, or harmful data.
- Encourage illegal or illicit activities.
- Engage in any unauthorized use or disclosure of confidential data belonging to other individuals.
- Violate applicable laws and regulations which govern these Terms and Conditions.

3. Term and Termination

Without negating the ability to engage in other remedies, we have the right to discontinue, terminate, suspend, or block your access to our services, website, and its communication form at any time at our sole discretion.

4. Intellectual Property

All text, graphics, logos, photographs, images, designs, and layouts are the property of the Company or its original licensor and are protected by all applicable Intellectual Property laws. You are granted a non-exclusive, non-transferable, revocable, and limited license to access and use this Website in accordance with these Terms and Conditions for personal and non-commercial use. By accessing this Site, you agree to comply with all applicable copyright laws and agree that you will not reproduce, modify, or distribute information, text,

digital media, photographs, logos, or graphics used on this Website. We do not grant any licenses, express or implied, other than those explicitly given in these Terms and Conditions.

5. Privacy Policy

By using this Website, you consent to certain data being collected. For full guidance on how our Website uses your data, please click [here](#) to view our full privacy policy.

6. Electronic Communication

Visiting our Website and utilizing our contact submission form constitutes electronic communication. By clicking the submit button, you consent to receive electronic communication from the Company related to services inquiries listed on the contact form at the time of submission at the email address provided by you. Consent for email communication regarding services provided or to be provided by us may be unable to be revoked.

7. Third Party Services and Links

The Site may provide links to other websites, services, or organizations including but not limited to YouTube, LinkedIn, Facebook and Amazon (“Linked Sites”). We are not responsible for any content displayed on any of our Linked Sites. Linked Sites may be subject to their own Terms and Conditions. Using any Linked Sites is at your own discretion.

We use third-party service providers to assist in providing our marketing products, tracking user engagement and experience, and in billing. Further, our third-party service providers may utilize their own third-party providers. By using our services and website you consent to the use of such services and third-party providers.

8. Warranty Disclaimer

The content and materials on the Website are made available to you on an “as is” and “as available” basis. The Company makes no warranties or representations, expressed or implied, as to the quality, availability, accuracy, or fitness for a particular purpose based on the content of this Site. You expressly agree that your use of this Site is at your sole discretion and risk.

9. Limitation of Liability

To the extent permitted by law, in no event shall the Company be held liable for any direct, indirect, consequential, special, punitive, or compensatory damages, including but not limited to damages for loss of profits, loss or corruption of data, computer malfunction, or business interruption. This applies to any claims arising out of the materials, information, submissions, or content used on this Website, your use or misuse of the Site, delay or inability to use the Site, or failure to provide services, whether based in tort, contract, negligence, strict liability, or otherwise.

This includes any claims arising from the client’s use or misuse of third-party AI tools or services based on our consulting recommendations.

10. Indemnification

You agree to indemnify and hold harmless the Company and its officers, directors, employees, and agents from and against any claims, costs, expenses, and liabilities, including reasonable attorney's fees, that arise as a result of or are related to your use of this Site, its services, your violation of any of the above terms within this Agreement, or your violation of any applicable laws or regulations.

11. Modification of Terms

The Company reserves the right to modify this Agreement at any time. The most updated version of these terms will be posted on the Website with the date of the last modification. Your continued use of the Website constitutes your agreement to any changes made to these terms.

12. Governing Law and Jurisdiction

The terms of this Agreement are governed by and shall be construed in accordance with the laws of the State of New York, without reference to its conflict of law principles. Any dispute arising out of or related to the use of this Site shall be under the sole and exclusive jurisdiction of the state and federal courts within the State of New York.

13. Severability

If any provision included herein is deemed unenforceable or invalid, the remaining provisions shall remain in full force and effect.

14. Contact Information

Should you have any questions regarding these Terms and Conditions, please contact us at Kyla@RootedandWildHolisticWellness.com.

Last updated September 16, 2025