Terms and Conditions

1. Acceptance of Terms

By accessing and using the website https://www.reshapeandrecover.com ("the Site"), you agree to comply with and be bound by these Terms and Conditions. If you do not agree with any part of these terms, please refrain from using the Site. This Site is owned and operated by Reshape and Recover LLC (Reshape and Recover). This Site is a Christ-centered, 12-Step membership program.

2. Intellectual Property

All content published and made available on our Site is the property of Reshape and Recover LLC and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site. Users are granted a limited, non-exclusive, non-transferable license to access and use the intellectual property for personal, non-commercial purposes, subject to these Terms and Conditions. Any unauthorized use or reproduction is strictly prohibited.

3. User-Generated Content

Users may create and/or upload content, including text and images. In the event of an infringement notice, please email us at info@reshapeandrecover.com. Reshape and Recover LLC reserves the right to moderate, edit, or remove any user-generated content that violates these Terms and Conditions or is deemed inappropriate or offensive. We are not responsible for the content posted by users.

4. Accounts

When you create an account on our Site, you agree to the following:

- a) You are solely responsible for your account and the security and privacy of your account, including passwords or sensitive information attached to that account, and
- b) All personal information you provide to us through your account is up to date, accurate, and truthful and that you will update your personal information if it changes.

We reserve the right to terminate or suspend your account without notice if we suspect any unauthorized, illegal, or fraudulent activities associated with your account or if you violate these Terms and Conditions. Termination may result in the removal of access to services and content associated with your account. In the event of account termination, you understand that your access to certain features, content, or services associated with your account may be restricted or removed.

5. Sale of Services

Users have the option to purchase goods such as subscription plans, coaching services, access to automated tools, and any goods that may be available for purchase through the Site.

These Terms and Conditions apply to all the goods and services that are displayed on our Site at the time you access it. All information, descriptions, or images that we provide about our services are as accurate as possible. However, we are not legally bound by such information, descriptions, or images as we cannot guarantee the accuracy of all services we provide. You agree to purchase services from our Site at your own risk.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.

We reserve the right to modify or discontinue any service at any time without notice. Prices for our services are subject to change without notice.

6. Subscription Plans

We offer subscription plans providing access to a community and automated tools. We may offer a free 30-day trial that automatically rolls into a paid subscription plan. Your subscription automatically renews monthly and your account will automatically be charged until we receive notification that you want to cancel the subscription. Cancel any time by sending an email to info@reshapeandrecover.com. You may cancel your subscription at any time, but no refunds will be provided for any unused portion of your subscription period. The cancellation will be effective at the end of the current billing cycle.

7. Payments

We accept payments through Stripe, which requires your Credit Card or Debit Card information. When you provide us with your payment information, you authorize our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorize us to charge the amount due to this payment instrument. Payments made through third-party processors are subject to their terms and conditions. We are not responsible for any issues or disputes arising from transactions processed by third-party payment providers.

If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

Last Updated: 1/24/2024

8. Consumer Protection Law

Where any consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply. Any dispute arising out of or relating to these Terms and Conditions will be subject to the exclusive jurisdiction of the state and federal courts located within the State of Arizona.

9. Limitation of Liability

Reshape and Recover LLC and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

10. Indemnity

Except where prohibited by law, by using this Site you indemnify and hold harmless Reshape and Recover LLC's and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site for your violation of these Terms and Conditions.

11. Feedback and Suggestions

Any feedback or suggestions shared by users may be used without compensation or credit. While we may use and consider the feedback or suggestions provided by users, we are under no obligation to implement or compensate for them.

12. Promotions

Reshape and Recover LLC may offer promotions, including introductory rates for new members.

13. Contact Information

For any inquiries regarding these terms and conditions, users can contact us via email at info@reshapeandrecover.com or through the website contact form at http://www.reshapeandrecover.com.

14. Modification of Terms

Reshape and Recover LLC reserves the right to modify these terms and conditions at any time. Users are responsible for reviewing the terms regularly to stay informed of any changes.

15. Governing Law

These terms and conditions are governed by the laws of the State of Arizona.

16. Acceptable Use

Users agree not to use the Site for any purpose that is unlawful or prohibited by these terms. This includes, but is not limited to:

- Harass or mistreat other users of our Site;
- Violate the rights of other users of our Site;
- Violate the intellectual property rights of the Site owners or any third party to the Site;
- Hack into the account of another user of the Site;
- Act in any way that could be considered fraudulent;
- Post any material that may be deemed inappropriate or offensive;
- All communications done on the private page or in meetings is to be kept private; or
- Transmit computer viruses or malware that could affect other users.
- Engaging in any activity that disrupts or interferes with the proper functioning of the Site.
- Uploading or transmitting any material that is defamatory, obscene, indecent, offensive, or otherwise objectionable.
- Attempting to gain unauthorized access to any part of the Site or its related systems.
- Engaging in any form of harassment or illegal activity.

Reshape and Recover LLC reserves the right to investigate and take appropriate legal action against individuals who violate this provision, including reporting such individuals to law enforcement authorities. Additionally, users may be denied access to the Site at the discretion of Reshape and Recover LLC. Violation of acceptable use terms may result in immediate termination of your account, legal action, and reporting to law enforcement authorities.

17. Modification of Acceptable Use

Reshape and Recover LLC reserves the right to modify the acceptable use terms at any time. Users are responsible for reviewing the terms regularly to stay informed of any changes. We will notify users of any changes to the acceptable use terms through the website or via email. Continued use of the Site after modifications constitutes acceptance of the updated terms.

Last Updated: 1/24/2024