

Website Terms of Service & Membership Agreement

Effective Date: June 15, 2026

Welcome to Powerful Wellness. This Website Terms of Service & Membership Agreement ("Agreement") is a legal contract between you ("Member," "User," or "you") and Powerful Wellness ("Company," "we," "us," or "our"). By accessing our website (www.powerful-wellness.com), purchasing our products, or joining the Powerful Wellness Membership, you agree to be bound by the terms and conditions set forth below.

1. MEDICAL DISCLAIMER – NOT MEDICAL ADVICE

PLEASE READ THIS SECTION CAREFULLY.

Powerful Wellness is owned and operated by Dr. Melissa Lockhart, a Nurse Practitioner. However, the content provided on this website, in our ebooks, through our courses, and within the membership community is for **educational and informational purposes only**.

- **No Provider-Patient Relationship:** Your use of this website and purchase of our services does not create a professional-client or medical provider-patient relationship between you and Dr. Lockhart or any other professional associated with Powerful Wellness.
- **Not a Substitute for Professional Advice:** The information provided is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition.
- **Emergency Situations:** Never disregard professional medical advice or delay in seeking it because of something you have read on this website. If you think you may have a medical emergency, call your doctor or 911 immediately.

2. ELIGIBILITY

Our services and products are specifically designed for women over the age of 35. By using this site, you represent and warrant that you are at least 18 years of age and have the legal capacity to enter into this Agreement.

3. MEMBERSHIP TERMS & SUBSCRIPTIONS

By enrolling in the Powerful Wellness Membership, you agree to the following:

- **Membership Fees (Founding Member Pricing):** Founding Members join at **\$27.00/month**. This price is locked in for the life of the active membership.
- **Membership Fees (Future Launches):** Future launches will start at **\$47.00/month**.

- **Billing Cycles:** Memberships are billed on a recurring monthly basis to the payment method provided at the time of purchase.
- **Third-Party Platforms:** Our membership is hosted via **Membership.io (Searchie Inc.)**. By joining, you also agree to their terms of service.

4. PAYMENTS, CANCELLATIONS, AND REFUNDS

- **Payments:** All payments are processed securely through our third-party payment processors. You authorize us to charge your selected payment method for all purchased products and recurring subscriptions.
- **Cancellation Policy:** You may cancel your membership at any time through your account settings or by contacting us at drmclockhart@powerful-wellness.com. To avoid being charged for the next billing cycle, you must cancel at least three (3) business days before your renewal date.
- **Refund Policy:**
 - **Digital Products (Ebooks/Guides):** Due to the immediate access and downloadable nature of digital products, all sales of ebooks and guides are final and non-refundable.
 - **Membership & Courses:** We offer a **14-day satisfaction guarantee** for new members. If you are not satisfied within the first 14 days of your initial purchase, you may request a full refund. After 14 days, no refunds will be issued for the current billing cycle.

5. INTELLECTUAL PROPERTY RIGHTS

All content, including but not limited to ebooks, course materials, videos, graphics, logos, and written copy, is the sole property of Powerful Wellness and is protected by copyright and trademark laws.

- **Limited License:** When you purchase a product or membership, you are granted a single-user, non-transferable, non-exclusive license for personal, non-commercial use only.
- **Prohibitions:** All materials provided through Membership.io are for personal use only. You may not share, sell, reproduce, or distribute our proprietary materials without express written consent from Powerful Wellness.

6. COMMUNITY GUIDELINES & USER CONDUCT

If you participate in our Facebook Group (Powerful Wellness Collective) or the Membership.io community platform, you agree to:

- Be respectful and supportive of other members.
- Refrain from posting "spam," unauthorized advertisements, or medical advice to other members.
- Maintain the confidentiality of other members' personal stories shared within the private community. Powerful Wellness reserves the right to remove any user from our community spaces, without refund, for violating these standards.

7. FREEBIES AND DISCOVERY CALLS

We offer free resources and 15-minute discovery calls regarding weight loss programs. These calls are strictly for informational purposes to determine if our paid services are a fit for your goals. No medical prescriptions or treatments are provided during free discovery calls.

8. LIMITATION OF LIABILITY

To the fullest extent permitted by law, Powerful Wellness, its owners, and employees shall not be liable for any direct, indirect, incidental, or consequential damages resulting from your use of the website, your participation in the membership, or your reliance on any information provided. You agree to use our resources at your own risk.

9. PRIVACY

Your use of the website and membership is also governed by our Privacy Policy, which describes how we collect, use, and protect your personal information.

10. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of law principles. Any legal action arising out of this Agreement shall be filed in the courts located in Texas.

11. MODIFICATIONS

Powerful Wellness reserves the right to update or change these Terms of Service at any time. We will notify members of significant changes via email or through the membership portal. Continued use of the site or membership after changes are posted constitutes your acceptance of the new terms.

12. CONTACT INFORMATION

For questions or concerns regarding these Terms, please contact:

Powerful Wellness Email: drmclockhart@powerful-wellness.com Phone: (832) 349-2795 Website: www.powerful-wellness.com