



## Legal Forms

### Infinity Mind & Body Wellness, LLC

Last updated: 3/28/2025

## TERMS OF USE AND SERVICE AGREEMENT

This Terms of Use and Service Agreement is made between Infinity Mind & Body Wellness, LLC, and the client. You acknowledge and agree to the following terms by engaging in our services.

### 1. SCOPE OF SERVICES

Infinity Mind & Body Wellness, LLC provides integrative health coaching, functional medicine lab testing with interpretation, and holistic wellness recommendations based on evidence-based and science-backed approaches.

#### Services Offered:

- Integrative Health Coaching – Personalized coaching to support your overall wellness.
- Functional Medicine Lab Testing & Interpretation – Lab testing is provided through EquiLife, with results interpreted for educational purposes only.
- Aromatherapy Recommendations – Guidance on essential oils for relaxation, energy, and wellness support.
- Mind-Body Therapy Recommendations & Practices – Holistic methods for stress reduction, mindfulness, and overall well-being.

### IMPORTANT DISCLAIMER:

***Infinity Mind & Body Wellness, LLC does not diagnose, treat, or cure any disease or medical condition. Our services are intended for educational and informational purposes and are not a substitute for professional medical advice, diagnosis, or treatment. Always consult a licensed healthcare provider for any medical concerns.***

### 2. CLIENT RESPONSIBILITIES & INFORMED CONSENT

By engaging in our services, you agree to the following:

- You acknowledge that your health and wellness journey is your responsibility and that results may vary.
- You understand that functional medicine lab testing provides insights but does not diagnose or treat any medical condition.
- You understand that all guidance provided is for educational purposes only and is not intended to replace medical care.
- You should consult a physician before making significant health changes, including diet, supplements, or lifestyle modifications.



### **3. CONFIDENTIALITY & PRIVACY POLICY**

- All personal information shared during coaching sessions is kept strictly confidential, except where required by law.
- We do not sell or share your data with third parties without your consent.
- We comply with HIPAA (Health Insurance Portability and Accountability Act) standards where applicable.

### **4. PAYMENT TERMS**

#### **4.1 Fees & Payment Methods**

- All payments are processed securely through Stripe.
- Payment is required before services are rendered unless otherwise agreed upon.
- Any returned payments or chargeback fees will be the client's responsibility.

#### **4.2 Refund Policy**

- 12-Week Transformational Program: No refunds will be issued once enrollment is confirmed.
- Functional Medicine Lab Testing: Due to the nature of lab testing through EquiLife, all lab testing fees are non-refundable once an order has been placed.
- One-on-One Coaching & Consultations: All sales are final. No refunds will be issued once services have been provided.

### **5. CANCELLATION & RESCHEDULING POLICY**

#### **5.1 Client Cancellations**

- Sessions may be rescheduled with at least 24 hours' notice without penalty.
- Cancellations made within 24 hours of the appointment will be charged the full session fee.

#### **5.2 Provider Cancellations**

- If we need to cancel or reschedule, we will notify you immediately and offer an alternative date/time.

### **6. LIABILITY WAIVER & RELEASE**

By using our services, you agree to release Infinity Mind & Body Wellness, LLC, its employees, and affiliates from any liability related to:

- Outcomes of coaching sessions, wellness plans, or recommended lifestyle changes.
- Any adverse reactions to suggested supplements, nutrition adjustments, or wellness protocols.
- Functional medicine lab testing is provided through EquiLife, and any interpretations or recommendations are based on test results.

### **NO MEDICAL CLAIMS STATEMENT:**

**Infinity Mind & Body Wellness, LLC does not diagnose, treat, cure, or prevent any disease. You understand that all services, recommendations, and interpretations are only for educational and informational purposes.**

## **7. DISPUTE RESOLUTION & GOVERNING LAW**

- This Agreement shall be governed by and construed by the laws of the State of Michigan.
- Any disputes arising from this Agreement shall first be resolved through good-faith negotiations.

If a resolution cannot be reached, the matter shall be settled through mediation or arbitration.

## **8. AGREEMENT ACCEPTANCE**

By engaging in our services, you acknowledge that you have read, understood, and agree to the terms outlined in this Agreement.

Client Name: \_\_\_\_\_

Client Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **LIABILITY WAIVER & RELEASE FORM**

**PLEASE READ CAREFULLY – THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR RIGHTS. BY SIGNING BELOW, YOU AGREE TO THE TERMS OF THIS LIABILITY WAIVER & RELEASE FORM.**

### **1. ACKNOWLEDGEMENT OF SERVICES**

I, [Client's Full Name], acknowledge that I voluntarily engage in integrative health coaching, functional medicine lab testing with interpretation, aromatherapy recommendations, and/or mind-body therapy recommendations & practices provided by Infinity Mind & Body Wellness, LLC.

**I understand these services are for educational and informational purposes only and are not intended to diagnose, treat, cure, or prevent any disease or medical condition.**

I further acknowledge that:

- Infinity Mind & Body Wellness, LLC does not provide medical advice, treatment, or diagnosis.
- I am responsible for consulting a licensed healthcare professional for any medical concerns.
- Any guidance or recommendations are based on holistic and integrative health principles, not medical protocols.
- I am solely responsible for my health and wellness decisions.

### **2. FUNCTIONAL MEDICINE LAB TESTING DISCLAIMER (EQUILIFE)**

Infinity Mind & Body Wellness, LLC offers functional medicine lab testing through EquiLife. Any interpretations or recommendations based on test results are for educational and informational purposes only.

I acknowledge and agree that:

- Infinity Mind & Body Wellness, LLC is not a laboratory, nor does it analyze or process lab tests. EquiLife, an independent third-party laboratory, is solely responsible for processing and analyzing all lab tests.
- Lab testing does not diagnose, treat, or cure any disease or medical condition.
- Infinity Mind & Body Wellness, LLC serves solely as an interpreter of lab results and provides wellness-based recommendations to support overall health and well-being.
- Any lab test results or interpretations should not be used as a substitute for professional medical advice, diagnosis, or treatment from a licensed healthcare provider.
- I am responsible for consulting with my physician regarding my lab results and any necessary medical care.
- I assume full responsibility for any decisions I make based on functional medicine lab testing results and any recommendations provided by Infinity Mind & Body Wellness, LLC.
- I understand that all payments for lab testing are non-refundable.



### 3. INFORMED CONSENT & ASSUMPTION OF RISK

I understand that participating in integrative health coaching, functional medicine lab testing, aromatherapy recommendations, and mind-body therapy recommendations involves inherent risks, including but not limited to:

- Possible adverse reactions to suggested supplements, herbs, or essential oils.
- Unintended side effects from dietary or lifestyle modifications.
- Emotional or physical responses to mind-body therapy practices.

I acknowledge that:

- Infinity Mind & Body Wellness, LLC does not **diagnose, treat, cure, or prevent** any disease.
- Any recommendations made are for general wellness and are not a replacement for medical care.
- I am voluntarily assuming all risks associated with these services.
- Infinity Mind & Body Wellness, LLC is not responsible for any health outcomes related to my participation in these services.

### 4. RELEASE OF LIABILITY

To the fullest extent permitted by law, I hereby release, waive, and discharge Infinity Mind & Body Wellness, LLC, its owners, employees, agents, affiliates, and any associated third-party partners (including EquiLife) from all liability, claims, demands, actions, or causes of action arising out of or related to:

- My participation in any services offered.
- Any adverse effects or outcomes from recommendations, wellness plans, or suggested lifestyle changes.
- Any misinterpretation or misuse of functional medicine lab testing results.
- The accuracy, reliability, or validity of lab test results provided by EquiLife.

I expressly waive any right to bring a lawsuit against Infinity Mind & Body Wellness, LLC, or any affiliated entities for any claim related to my participation in these services.

### 5. CONFIDENTIALITY & PRIVACY

I understand that my personal information will be kept confidential and not be shared without my written consent, except as required by law.

### 6. GOVERNING LAW & DISPUTE RESOLUTION

- The laws of the State of Michigan shall govern this Waiver.
- Any disputes arising from this Agreement shall first be resolved through good-faith negotiations.

If a resolution cannot be reached, the matter shall be settled through mediation or arbitration.

### 7. AGREEMENT ACCEPTANCE

I have read and fully understand this Liability Waiver & Release Form. I acknowledge that I am signing voluntarily and legally competent to do so.

Client Name (Printed): \_\_\_\_\_

Client Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## **HIPAA & CONFIDENTIALITY POLICY**

### **Infinity Mind & Body Wellness**

*Last Updated: 3/3/2025*

#### **1. INTRODUCTION**

Infinity Mind & Body Wellness, LLC is committed to protecting the privacy and confidentiality of client information. While we are not a covered entity under the Health Insurance Portability and Accountability Act (HIPAA), we uphold the highest standards of privacy, security, and confidentiality in handling personal health information.

This policy outlines how we collect, use, store, and protect client information while ensuring compliance with professional, ethical guidelines and applicable privacy laws.

#### **2. CONFIDENTIALITY COMMITMENT**

As a client of Infinity Mind & Body Wellness, LLC, you have the right to privacy regarding all personal, health, and wellness-related information shared during our coaching sessions, functional medicine lab test interpretations, and mind-body wellness services.

We are committed to:

- Keeping all personal and health-related information strictly confidential.
- Not disclosing client information without written consent, except as required by law.
- Ensuring all client records are stored securely with strong encryption and cybersecurity

measures.

#### **3. COLLECTION OF PERSONAL INFORMATION**

We may collect the following types of information to provide services:

- Personal Information: Name, email, phone number, address, and other identifying details.
- Health & Wellness Information: Information shared during coaching sessions, lab test interpretations, and wellness assessments.
- Payment Information: Processed securely through Stripe; no payment details are stored on our servers.
- Virtual Communication Data: Information shared during Zoom video sessions, emails, or online forms.

We only collect information necessary to provide integrative health coaching, functional medicine lab interpretations, and wellness recommendations.

#### **4. USE & DISCLOSURE OF INFORMATION**

Your information will only be used for the following purposes:

- Providing integrative health coaching and wellness recommendations.
- Interpreting functional medicine lab tests from EquiLife.
- Processing payments through Stripe (financial data is not stored).



- Maintaining secure records for continuity of care.
- Responding to client inquiries and follow-ups.

We will NOT share your information with third parties unless:

- You provide written consent for information to be shared.
- We are required by law to disclose information (e.g., court order, subpoena).
- There is an imminent risk of harm to yourself or others, in which case we may be legally required to notify appropriate authorities.

## **5. FUNCTIONAL MEDICINE LAB TESTING & EQUILIFE DATA PRIVACY**

If you choose to purchase functional medicine lab testing through EquiLife, you acknowledge that:

- EquiLife is an independent third-party lab responsible for processing and storing lab data.
- We serve as an interpreter of your lab results, not a healthcare provider.
- Your lab test results are confidential and will only be shared with you or a designated healthcare provider with your permission.
- Infinity Mind & Body Wellness, LLC does not control how EquiLife manages lab data and is not responsible for its data security practices.

## **6. VIRTUAL SESSIONS & ZOOM PRIVACY**

Infinity Mind & Body Wellness, LLC offers virtual coaching sessions via Zoom. We take the following precautions to protect your privacy during online sessions:

- All Zoom sessions are private and require a unique meeting link.
- Meetings are not recorded without prior written consent.
- Confidential client information should not be shared via Zoom chat.
- Clients are responsible for ensuring their privacy (e.g., using a secure internet connection and private location).

While Zoom uses encryption and security features, Infinity Mind & Body Wellness, LLC is not responsible for any data breaches or security vulnerabilities within Zoom's platform.

## **7. DATA SECURITY, FILE STORAGE & ENCRYPTION**

To ensure maximum security of client data, we have implemented the following protection measures:

- **Secure Encrypted File Storage:** All client records are stored using AES-256 encryption, one of the most vigorous encryption standards.
- **Cloud-Based Protection:** Client files are stored in a HIPAA-compliant secure cloud storage system with multi-layer authentication.
- **Password Protection & Access Control:** Only authorized personnel can access client records. No third parties have access without written consent.
- **Secure Email Communication:** All client-sensitive emails are encrypted to prevent unauthorized access.
- **Cybersecurity Monitoring:** Our system is regularly monitored for potential security threats, and software updates are applied to prevent vulnerabilities.



- **Limited Data Retention:** We only keep records for as long as necessary for legal and professional purposes, after which they are securely deleted or archived.

## **8. CLIENT RIGHTS**

As a client, you have the following rights regarding your information:

- **Right to Access:** You may request a copy of any personal information we have on file.
- **Right to Correction:** You may request corrections to inaccurate or incomplete information.
- **Right to Confidentiality:** You may request limitations on sharing your information.
- **Right to Withdraw Consent:** You may revoke consent for us to use or disclose your information at any time.

To exercise these rights, please get in touch with Infinity Mind & Body Wellness, LLC at {akwiatek@infinitymindbodywellness.com}

## **9. HIPAA NOTICE (FOR INFORMATIONAL PURPOSES)**

While Infinity Mind & Body Wellness, LLC is not a HIPAA-covered entity, we strive to maintain privacy standards aligned with HIPAA principles. However, functional medicine lab testing services provided through EquiLife are subject to EquiLife's privacy policies.

Clients are encouraged to review EquiLife's privacy and HIPAA policies directly at EquiLife's Website <https://equi.life/pages/equilife-terms-of-use> for further details on how they handle protected health information.

## **10. CONTACT INFORMATION & POLICY UPDATES**

For any questions regarding this HIPAA & Confidentiality Policy or to request access to your records, please contact:

Infinity Mind & Body Wellness, LLC  
Email: akwiatek@infinitymindbodywellness.com

This policy may be updated periodically to reflect privacy laws and best practice changes. Clients will be notified of any significant changes.

## **11. AGREEMENT & ACKNOWLEDGMENT**

By signing below, you acknowledge that you have read and understood this HIPAA & Confidentiality Policy and agree to the terms outlined.

Client Name (Printed): \_\_\_\_\_

Client Signature: \_\_\_\_\_

Date: \_\_\_\_\_