Terms and Conditions

Agreement between User and www.gainretainthrive.com

Welcome to www.gainretainthrive.com. The www.gainretainthrive.com website (the "Site") is comprised of various web pages operated by GRT Marketing. www.gainretainthrive.com is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of www.gainretainthrive.com constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

GRT Marketing is a trade name of Retention Wizard LLC, a Washington limited liability company. Throughout these Terms & Conditions, references to "GRT Marketing," "we," "us," and "our" refer to Retention Wizard LLC, doing business as GRT Marketing.

www.gainretainthrive.com is an E-Commerce Site.

GRT Marketing provides business advisory, consulting, educational resources, digital products, and related services designed to help individuals and businesses develop strategies, make informed decisions, and pursue their goals.

Services may incorporate a variety of tools, methodologies, and perspectives, including Human Design, to support self-awareness, business clarity, and strategic decision-making.

All guidance is based on professional experience, research, and individual circumstances. Results vary and are not guaranteed.

Privacy

Your use of www.gainretainthrive.com is subject to GRT Marketing's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

Electronic Communications

Visiting www.gainretainthrive.com or sending emails to GRT Marketing constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

Children Under Thirteen

GRT Marketing does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use www.gainretainthrive.com only with permission of a parent or guardian.

Cancellation/Refund Policy

GRT Marketing offers consulting, advisory services, programs, and digital products.

Ongoing services may be canceled at any time. Cancellation will prevent future charges, and clients will retain access to services through the end of their current paid billing period.

All payments are nonrefundable, including payments for unused sessions, services, programs, or digital products, except as required by applicable law.

For questions or cancellation requests, please contact brea@gainretainthrive.com.

Links to Third Party Sites/Third Party Services

www.gainretainthrive.com may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of GRT Marketing and GRT Marketing is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. GRT Marketing is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by GRT Marketing of the site or any association with its operators.

Certain services made available via www.gainretainthrive.com are delivered by third party sites and organizations. By using any product, service or functionality originating from the www.gainretainthrive.com domain, you hereby acknowledge and consent that GRT Marketing may share such information and data with any third party with whom GRT Marketing has a contractual relationship to provide the requested product, service or functionality on behalf of www.gainretainthrive.com users and customers.

Certain features and services, including Human Design chart generation, scheduling, payment processing, and AI-assisted recording or transcription, may be provided through third-party technology. Use of these features may be subject to the applicable provider's terms and privacy practices. GRT Marketing is not responsible for interruptions, errors, or limitations of third-party services beyond its reasonable control.

No Unlawful or Prohibited Use/Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use www.gainretainthrive.com strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to GRT Marketing that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of GRT Marketing or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. GRT Marketing content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of GRT Marketing and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of GRT Marketing or our licensors except as expressly authorized by these Terms.

Human Design Chart Tools

GRT Marketing may provide access to Human Design chart-generation tools, including tools powered by third-party providers such as Neutrino Platform.

Use of these tools may require the submission of personal information, including name or email address, birth date, birth time, and birth location.

By submitting information through these tools, users acknowledge that the information will be processed and stored by third-party technology providers to generate and maintain their Human Design charts and requested reports, as described in GRT Marketing's Privacy Policy and the applicable provider's privacy policy.

Human Design is used by GRT Marketing as a tool for self-awareness, reflection, and business strategy. It is not intended to provide medical, psychological, legal, or financial advice, and no specific business or personal outcome is guaranteed.

Users are responsible for providing accurate information when using chart-generation tools. GRT Marketing is not responsible for inaccuracies resulting from incorrect information submitted by users or technical limitations of third-party services.

Session Recordings & Transcriptions

As part of GRT Marketing's advisory and consulting services, sessions may be recorded and transcribed using third-party technology, including AI-powered tools. These recordings and transcripts help GRT Marketing review conversations, identify patterns, track progress, and provide more personalized guidance.

Recordings, transcripts, and related notes will be used to support the client relationship and may be processed and stored through third-party service providers. They will not be shared publicly or used for marketing purposes without the client's separate permission.

Recording and transcription are optional and require the consent of all participants. Clients will have an opportunity to provide or decline consent when scheduling sessions and may withdraw consent at any time. Declining consent will not affect the client's ability to receive advisory or consulting services.

GRT Marketing will take reasonable measures to protect recordings and transcripts and manage them in accordance with its privacy practices.

Patient Interviews & Market Research

Clients may choose to invite their patients, clients, or customers to participate in optional interviews conducted by GRT Marketing for the purpose of ideal client research, messaging development, and marketing strategy. Participation must be voluntary, and clients agree not to disclose protected health information (PHI) or other sensitive personal information to GRT Marketing for this purpose.

With each participant's consent, GRT Marketing may record and transcribe interviews using third-party technology, including AI-powered tools, to analyze themes and trends. Participation in an interview does not require consent to recording.

Information shared with the client will be aggregated and de-identified, and individual participant information will not be shared without separate permission.

GRT Marketing is not acting as part of the client's clinical care team and will not access, use, or store PHI on behalf of the client.

Recordings and transcripts will be managed in accordance with GRT Marketing's privacy practices. Clients are responsible for ensuring their outreach to participants complies with applicable laws, regulations, and practice policies.

International Users

The Service is controlled, operated and administered by GRT Marketing from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the GRT Marketing Content accessed through www.gainretainthrive.com in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless GRT Marketing, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. GRT Marketing reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with GRT Marketing in asserting any available defenses.

Arbitration

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be

resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

Class Action Waiver

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and GRT Marketing agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

Liability Disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. GRT MARKETING AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

GRT MARKETING AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. GRT MARKETING AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL GRT MARKETING AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER

INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF GRT MARKETING OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

Termination/Access Restriction

GRT Marketing reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Washington and you hereby consent to the exclusive jurisdiction and venue of courts in Washington in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and GRT Marketing as a result of this agreement or use of the Site. GRT Marketing's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of GRT Marketing's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by GRT Marketing with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and GRT Marketing with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and GRT Marketing with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

GRT Marketing reserves the right, in its sole discretion, to change the Terms under which www.gainretainthrive.com is offered. The most current version of the Terms will supersede all previous versions. GRT Marketing encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

GRT Marketing welcomes your questions or comments regarding the Terms:

GRT Marketing

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Effective as of November 25, 2026