

Terms and Conditions

Effective Date: June 4, 2025

Please read these Terms and Conditions ("Terms") carefully before accessing or using the website at <https://mycustomsleepjourney.com> (the "Website") and the web application at <app.mycustomsleepjourney.com> (the "Web App"), and enrolling in or participating in any programs offered by **My Custom Sleep Journey, LLC** ("we," "our," or "us").

By accessing or using our Services, you agree to be bound by these Terms and our Privacy Policy. If you do not agree to all the Terms and Conditions of this agreement, then you may not access the Website, Web App, or use any Services.

1. Introduction

My Custom Sleep Journey, LLC is a California-based wellness company providing comprehensive, science-backed sleep and lifestyle optimization programs specifically designed for night-shift medical professionals. These Terms govern your access to and use of our Website, Web App, and all associated coaching programs, content, and services (collectively, the "Services").

2. Services Description

My Custom Sleep Journey, LLC offers premium, personalized coaching programs focused on sleep and lifestyle optimization. Our Services include, but are not limited to: biometric sleep and recovery tracking (Oura Ring-integrated), 1-on-1 performance coaching, customized nutrition and supplementation protocols, Apollo Neuro and other recovery devices, upgraded bedding, tailored lifestyle upgrades, and daily mindset reinforcement via hypnosis, breathwork, and circadian-aligned routines. The specific inclusions depend on the program tier (Core Program, and Diamond Program).

3. Eligibility

Our Services are intended for individuals who are at least 18 years of age and are night-shift medical professionals or individuals seeking advanced sleep and lifestyle

optimization. By using our Services, you represent and warrant that you meet these eligibility requirements.

4. Registration and Account Security

To access certain features of the Services, particularly the Web App and coaching programs, you will be required to register for an account. You agree to:

- Provide accurate, current, and complete information during the registration process and keep your account information updated.
- Maintain the confidentiality of your account password and credentials.
- Be solely responsible for all activities that occur under your account.
- Notify us immediately of any unauthorized use of your account or any other breach of security.

5. Payment Terms

Details regarding program pricing (Core Program and Diamond Program), payment schedules, and available financing options (via our lending partner) are provided during the enrollment process. All fees are due as per the agreed-upon payment schedule. By enrolling, you agree to pay all applicable fees for the Services you select. Please note that payments made to our lending partner are governed by your separate agreement with that lender, and My Custom Sleep Journey, LLC is not responsible for the direct collection or tracking of those payments. We reserve the right to suspend or terminate your access to the Services if payments are not made in a timely manner.

6. Refund Policy

Our commitment to your success is backed by our refund policy. Please refer to our dedicated **Refund Policy** page at [\[Insert Link to Refund Policy Here\]](#) for comprehensive details regarding eligibility, process, and conditions for refunds for both the 12-Week Core Program and the Diamond Program. This includes specific conditions related to measurable improvements, diligent participation (including maintaining at least a "B" grade in the web application throughout the entire program duration for both tiers), and the non-refundability of wearable devices and physical goods.

7. Client Responsibilities

Your active and diligent participation is crucial for the success of our programs. By enrolling in My Custom Sleep Journey LLC, you agree to:

- **Active Engagement:** Fully engage with your assigned coach and participate in all scheduled coaching sessions as agreed upon.
- **Protocol Adherence:** Diligently follow all customized nutrition, supplementation, lifestyle, and routine protocols provided by your coach, including consistent use of the Apollo Neuro and other provided recovery devices.
- **Data Submission:** Consistently sync data from your wearable devices (e.g., Oura Ring) and complete all requested progress tracking, questionnaires, and assessments within the Web App, maintaining at least a "B" grade in the web application throughout the entire program duration.
- **Open Communication:** Communicate openly, honestly, and promptly with your coach regarding your progress, challenges, and any changes in your health or circumstances.
- **Medical Consultation:** Consult with your primary healthcare provider or other qualified medical professionals regarding any medical conditions, before making any significant changes to your medical treatment, medication, or healthcare regimen, and before starting any new diet or exercise program.
- **Accuracy of Information:** Provide accurate and complete information about your health, lifestyle, and any pre-existing conditions during assessments and throughout the program.

8. Coach Responsibilities

My Custom Sleep Journey, LLC commits to:

- Providing highly qualified and trained performance coaches.
- Delivering personalized, science-backed coaching and protocols tailored to your unique needs.
- Maintaining confidentiality of your personal and health information as outlined in our Privacy Policy.
- Offering support and guidance throughout your program journey.

9. Medical Disclaimer

My Custom Sleep Journey, LLC provides lifestyle and performance coaching services. Our programs are NOT a substitute for professional medical advice, diagnosis, or treatment. We do NOT diagnose, treat, cure, or prevent any disease. The information and guidance provided are for educational and informational purposes only and are not intended to replace consultation with a qualified healthcare professional. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read or heard through our Services.

We emphasize that while individual results may vary, My Custom Sleep Journey LLC undertakes rigorous due diligence through our comprehensive questionnaire process. This process is designed to qualify the most suitable individuals for our program and to carefully filter out those who may not be a good fit, ensuring that our resources are focused on clients most likely to benefit from our specialized approach.

10. Intellectual Property

All content, materials, methodologies, coaching frameworks, nutrition and supplementation protocols, educational guides, tools, designs, and any other intellectual property provided as part of the Services (including on the Website and Web App) are the exclusive property of My Custom Sleep Journey LLC or its licensors. You are granted a limited, non-transferable, non-exclusive license to use these materials solely for your personal participation in the program. You agree not to reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Services without our prior written consent.

11. Blog Posts and Social Media Content

11.1. Company Content

The content published on My Custom Sleep Journey LLC's blog (on the Website) and official social media channels (e.g., Facebook, Instagram, LinkedIn) is for general informational and educational purposes only. It is not intended to be, and should not be taken as, medical advice, diagnosis, or treatment. It is also not a substitute for the personalized coaching provided within our paid programs. While we strive for accuracy and relevance, My Custom Sleep Journey LLC makes no guarantees regarding

the completeness, reliability, or accuracy of this general content. Always consult with a qualified healthcare professional for personalized advice.

11.2. User-Generated Content

If our Website, Web App, or social media channels (including any designated Discord channels) allow for comments, reviews, posts, or other user-generated content ("UGC"), you are solely responsible for the content you post. By posting UGC, you grant My Custom Sleep Journey LLC a non-exclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such UGC throughout the world in any media, including for social media and advertising purposes. You represent and warrant that you own or otherwise control all the rights to the UGC that you post; that the UGC is accurate; that use of the UGC you supply does not violate this policy and will not cause injury to any person or entity; and that you will indemnify My Custom Sleep Journey LLC for all claims resulting from UGC you supply. Your submission of UGC constitutes your express consent for My Custom Sleep Journey LLC to utilize such content for promotional and advertising activities.

You agree not to post any UGC that:

- Is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable.
- Infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party.
- Contains viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment.
- Constitutes unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation.

My Custom Sleep Journey LLC reserves the right (but not the obligation) to monitor, edit, or remove any UGC at its sole discretion, without notice, for any reason whatsoever.

12. User Conduct

You agree not to use the Services for any unlawful purpose or in any way that could damage, disable, overburden, or impair the Services or interfere with any other party's use and enjoyment of the Services. Prohibited conduct includes, but is not limited to:

- Violating any applicable federal, state, local, or international law or regulation.
- Engaging in any conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined by us, may harm My Custom Sleep Journey LLC or users of the Services.
- Impersonating or attempting to impersonate My Custom Sleep Journey LLC, a My Custom Sleep Journey LLC employee, another user, or any other person or entity.
- Introducing any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.

13. Privacy Policy

Your use of our Services is also governed by our Privacy Policy, which details how we collect, use, disclose, and protect your personal information, including sensitive health and biometric data. By using our Services, you consent to the data practices described in our Privacy Policy, available at **[Insert Link to Privacy Policy Here]**.

14. Third-Party Links and Services

Our Services may contain links to third-party websites or services that are not owned or controlled by My Custom Sleep Journey LLC. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You acknowledge and agree that My Custom Sleep Journey LLC shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such websites or services.

15. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MY CUSTOM SLEEP JOURNEY LLC, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT

LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE SERVICES.

OUR TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF THE SERVICES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT PAID BY YOU TO MY CUSTOM SLEEP JOURNEY LLC FOR THE SERVICES IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

WE DO NOT GUARANTEE SPECIFIC RESULTS FROM YOUR PARTICIPATION IN OUR PROGRAMS, AS INDIVIDUAL OUTCOMES MAY VARY BASED ON VARIOUS FACTORS, INCLUDING ADHERENCE AND INDIVIDUAL PHYSIOLOGY.

16. Indemnification

You agree to defend, indemnify, and hold harmless My Custom Sleep Journey LLC, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the Services, including, but not limited to, your User Contributions, any use of the Services' content, services, and products other than as expressly authorized in these Terms, or your use of any information obtained from the Services.

17. Termination

We may terminate or suspend your account and bar access to the Services immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms. If you wish to terminate your account, you may simply discontinue using the Services. All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

18. Governing Law

These Terms shall be governed and construed in accordance with the laws of the State of California, United States, without regard to its conflict of law provisions.

19. Dispute Resolution

Any dispute, controversy, or claim arising out of or relating to these Terms or the breach, termination, or invalidity thereof shall be settled by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall take place in **[Insert City in California, e.g., Los Angeles or San Francisco]**.

20. Severability

If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect.

21. Entire Agreement

These Terms and our Privacy Policy constitute the sole and entire agreement between you and My Custom Sleep Journey LLC regarding the Services and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Services.

22. Changes to These Terms

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion. By continuing to access or use our Services after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Services.

23. Contact Us

If you have any questions about these Terms, please contact us:

Email: Admin@[mycustomsleepjourney.com](mailto:Admin@mycustomsleepjourney.com)