



## **Terms of Use for Online Programs + Products**

**Please read these Terms of Use carefully before purchasing, accessing or using any of our Programs, Products and Services.**

### **Terms of Use**

Our Programs, Products, and Services are owned and operated by Nourish Holistic Health Coaching, LLC + Jill Tanis, LLC (“Company”, “we”, or “us”). The term “you” refers to any purchaser and/or user of any of our Programs, Products and/or Services.

These Terms of Use for Programs, Products, and Services (“Terms of Use”) state how you may use our Programs, Products and Services and Program Materials, and their content. Please read these Terms of Use carefully. We reserve the right to change these Terms of Use from time to time.

By using any of our Programs, Products and Services you are agreeing to the Terms of Use as they appear and are legally bound by them, whether or not you have read them. If at any time you do not agree with these Terms of Use, please do not use our Programs, Products and Services.

**These Terms of Use require the use of arbitration on an individual basis to resolve disputes, rather than jury trials, and limit the remedies available to you in the event of a dispute. You fully understand and agree that by enrolling in, purchasing and/or using any of our Programs, Products, Services and Program Materials that you are waiving certain legal rights and you are voluntarily agreeing to do so.**

### **Use and Consent**

By purchasing or using any of our Programs, Products or Services, you agree to abide by these Terms of Use as well as our Disclaimer, Terms and Conditions and Privacy Policy, and any other terms and conditions that may apply, and you are required to act in accordance with them. Accessing, purchasing or using our Programs, Products, Services or Program Materials, in any manner constitutes use of the Program, Products, Services and Program Materials, and your agreement to be bound by these Terms of Use.

All of our Programs, Products, Services and Program Materials are intended solely for users who are eighteen (18) years of age or older. Any registration by, use of or access to any Program, Product, Service or Program Materials by anyone under age 18 is unauthorized, unlicensed and in violation of these Terms of Use. By accessing or using our Programs, Products, or Services or our Program Materials, you represent and warrant that you are at least 18 years old.

### **Intellectual Property Rights**

**Our Limited License to You.** Our Programs, Products, and Services and all the Program Materials are our property and/or our affiliates or licensors, and are protected by copyright, trademark, and other intellectual property laws.

The content in our Programs, Products and Services is solely owned by or licensed to us, unless otherwise indicated. This content includes, but is not limited to, the design, layout, look, appearance, graphics of our Program Materials or any other material or aspects of materials provided by us to you. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these Terms of Use.

If you purchase or access any of our Program Materials through our Programs, Products or Services, you will be considered our Licensee. For the avoidance of doubt, all content obtained through us is our property, and you are granted a revocable, non-transferable license for personal, non-commercial use only, limited to you only. This means that you may not use our Programs, Products or Services or the Program Materials in a manner that constitutes an infringement of our rights or in a manner that has not been authorized by us.

You are being granted a limited license to use our Program, Products and Services, and Program Materials with permission and restrictions. This means that when you purchase a Program, Product or Service from our Website or otherwise, you are purchasing the limited right to use the Program Materials in the form that is provided by us to you with certain conditions as specified in these Terms of Use.

You are permitted to use our Programs, Products, Services and Program Materials as follows:

**You are permitted to download and/or print free resources from our Website or e-mail correspondence, e-newsletters, or other publicly shared information that are NOT a part of any paid Program, Product or Service for your own personal or business use, but only provided that you give us credit by name, keep intact all copyright and other proprietary notices and, if used electronically, you must include the link back to the Website page(s) from which the information was obtained.**

**You may also download and/or print Program Materials for your own personal use.**

**However, you are not permitted to share, sell, reprint or republish any other of our Program Materials, including handouts, for resale or mass reproduction purposes for your own business use.**

Any trademarks, taglines, and logos displayed on Program Materials are trademarks belonging to us. All trademarks reproduced in this Website, which are not the property of, or licensed to us, are acknowledged on the Website. Any use including framing, meta tags or other text utilizing these trademarks, or other trademarks displayed, is strictly prohibited without our express written consent, or permission granted herein.

For those trademarks, taglines, and logos for which you are granted permission to use, the trademark indicia must be included at all times. Any marketing or promotional tools and/or Program, Product or Service titles or any other title or information of ours bearing the trademark symbols (™) or ® may not be used by you for any reason without our express written permission.

All rights not expressly granted in these terms or any express written license, are reserved by us.

**Information You Are Prohibited from Sharing with Others.** As a Licensee, you understand and acknowledge that our Programs, Products and Services and the Program Materials have been created, developed or obtained by us through the investment of significant time, effort and expense, and that this information is a valuable, special and unique asset of ours which needs to be protected from improper and/or unauthorized use.

**When you enroll in or purchase our Programs, Products or Services, you agree that you are clearly and expressly prohibited from doing the following:**

- **You will not copy, share or steal our Programs, Products, Services, or Program Materials, or any parts of them.**
- **You will not in any way use, copy, adapt or represent any of our Programs, Products, Services or Program Materials in any way as if they are yours or created by you.**
- **You will not engage in improper and/or unauthorized use of our Programs, Products, Services and Program Materials. Improper and unauthorized use includes but is not limited to modifying, copying, reproducing, republishing, uploading, posting, transmitting, translating, selling, creating derivative works, exploiting, or distributing in any manner or medium (including by email or other electronic means) any Program Materials or any other information accessed or purchased through our Programs, Products or Services, or any other communications provided by us for your own personal use, business/commercial use or in any way that earns you money.**
- **You will not duplicate, share, trade, sell, or otherwise distribute our Programs, Products, Services or Program Materials to any other person, for their personal use, business/commercial use or in any way that earns them money, whether it was known to you or not at the time that you shared the information that their**

intention was to use the Program Materials for their own personal use or business/commercial use. This means you cannot share or sell or any part of our Programs, Products and Services or Program Materials to someone else so they can copy and/or use them for their own personal use, business/commercial use or in any way that earns them money. You are the only one granted a limited license to use our Program, Product, Service, and Program Materials.

- You will not violate our intellectual property rights, including copyright and trademark rights. Downloading, printing, or otherwise using our Programs, Products, Services or Program Materials for your own training purposes in no way gives you any copyright, trademark, intellectual property or ownership rights of our Program, Product, Service or Program Materials.
- You will not reprint or republish any part of our Programs, Products, Services or Program Materials for publication or compilation into your own products, programs, services or program materials for your own personal use or business/commercial use or in any way that earns you money.
- You will not use our Programs, Products, Services or Program Materials in a manner that constitutes an infringement of our rights or in a manner that has not been authorized by us through our prior written consent.
- You may not engage in improper and/or unauthorized use of our Program Materials or any other information related to our Programs, Products, or Services. Unless otherwise explicitly authorized in these Terms of Use, improper and/or unauthorized use includes but is not limited to modifying, copying, reproducing, republishing, uploading, posting, transmitting, translating, selling, creating derivative works, exploiting, or distributing in any manner or medium (including by email or other electronic means) for commercial use, to any other person in a way that earns them money, any Program Materials or any other information accessed or purchased through our Programs, Products or Services or any other communications provided by us to you promoting or relating to the Programs, Products or Services.

You understand and agree that engaging in the prohibited use or the improper and/or unauthorized use of our Programs, Products or Services or Program Materials as set forth in these Terms of Use is considered theft and stealing and we retain the right to prosecute theft to the full extent of the law.

You agree and understand that prohibited use, improper and/or unauthorized use may give rise to a civil claim for damages and/or be a criminal offense.

**Limitations on Linking and Framing.** You may establish a hypertext link to our Website or Content so long as the link does not state or imply any sponsorship, endorsement by, or ownership in our Website or Content and does not state or imply that we have sponsored, endorsed or have ownership rights in your website. However, you may not frame or inline link our Content without our written permission.

**Your License to Us.** By posting or submitting any material on or through our Programs, Products, Services or Program Materials, such as comments, posts, photos, images or videos or other contributions, you are representing that you are the owner of all such materials and you are at least 18 years old.

When you submit to us or post any comment, photo, image, video or any other submission for use on or through our Website, you are granting us, and anyone authorized by us, an unlimited, royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide license to use, copy, modify, transmit, sell, exploit, create derivative works from, distribute, and/or publicly perform or display such contributions, in whole or in part, in any manner or medium, now known or developed in the future, for any purpose, and granting us the right to make it part of our current or future Programs, Products, Services and/or Program Materials. This right includes granting us use or exploitation of proprietary rights or intellectual property rights like copyright, trademark, service mark, trade secrets, patent rights or any other of your intellectual property rights under any relevant jurisdiction without any further permission from you or compensation by us to you.

You also grant us, and anyone authorized by us, the right to identify you as the author of any of your comments, posts, photos, images, videos or other contributions by name, email address, or screen name. You acknowledge that we have the right but not the obligation to use and display any contributions from you of any kind and that we may elect to cease the use and display of any such contributions on our Programs, Products, Services and/or Program Materials at any time for any reason whatsoever.

**Media Release.** By participating in our Programs, Products and Services, and using our Program Materials, including our Facebook community, you consent to photographs, videos, and/or audio recordings that may be made that may contain you, your voice and/or your likeness. In our sole discretion, we reserve the right to use these photographs, videos, and/or audio recordings and/or any other materials submitted by you to us in connection with your participation in our Program, Product or Services in our current or future Programs, Products or Services, and/or our marketing or promotional efforts, without compensation to you at any time, now or at any time in the future.

### **Request for Permission to Use Content**

Any request for written permission to use our Programs, Products, Services or Program Materials, in whole or in part, or any other intellectual property or property belonging to us (“Content”), should be made BEFORE you wish to use it by completing the “Contact Us” form on this Website, or by sending an e-mail to [hello@nourishtoflourishsociety.com](mailto:hello@nourishtoflourishsociety.com).

**We very clearly state that you may not use our Programs, Products, Services or Program Materials, in whole or in part, in any way that is contrary to these Terms of Use unless we have given you specific written permission to do so.**

**If you are granted permission by us, you agree to use the specific Content that we allow and ONLY in the ways for which we have given you our written permission.**

**If you choose to use the content in ways that we do not specifically give you written permission, you agree now that you will be treated as if you had copied, duplicated and/or stolen such Content from us, and you consent to immediately stop using such**

**Content and to take whatever actions as we may request and by the methods and in the time frame that we prescribe to protect our intellectual property and ownership rights in our Programs, Products, Services or Program Materials.**

## **Security**

When you apply for, enroll in, purchase or use our Programs, Products or Services, or Program Materials we may seek and collect personal data and information including but not limited to your name, e-mail address, phone number, billing information, credit card or payment information, demographic information, preferences, interests, or other personally-identifying information (“Confidential Information”).

By providing such Confidential Information to us, you grant us permission to use and store such Confidential Information. We, in turn, will use our best efforts to keep your Confidential Information safe, secure and confidential. We take precautions to protect such Confidential Information. When you submit Confidential Information via our Program, Product, Service or Program Materials, we take measures to protect the security of your Confidential Information both online and offline.

However, due to the nature of the Internet, we cannot completely ensure or warrant the security of your Confidential Information or of any other data or information transmitted to us or through our services; therefore submitting Confidential Information, data or other information is done at your own risk.

We have security measures in place to prevent the loss, misuse, and alteration of the information that is obtained from you, but we make no assurances about our ability to prevent any such loss, misuse, to you or to any third party arising out of any such loss, misuse, or alteration.

## **Personal Responsibility and Assumption of Risk**

As a Licensee, you agree that you are using your own judgment in using our Programs, Products, Services and Program Materials and you agree that you are doing so at your own risk. Our Programs, Products, Services and Program Materials are for informational and educational purposes only. You agree and understand that you assume all risks and no results are guaranteed in any way related to our Programs, Products, Services and Program Materials. Our Programs, Products, Services and Program Materials are merely to provide you with education and tools to help you make your own decisions for yourself. You are solely responsible for your actions, decisions and results based on the use, misuse or non-use of our Programs, Products, Services and Program Materials.

We take every precaution to protect our Programs, Products, Services and Program Materials. However, due to the nature of the Internet, we cannot completely ensure or warrant the security of the Programs, Products, Services and Program Materials or the contributions or information transmitted to us on or through our Website or our Programs, Products, Services and Program Materials. Submitting contributions or information on our through our Programs, Products, Services and Program Materials is done entirely at your own risk. We make no assurances about our ability to prevent any such loss or damage to you or to any other person, company or

entity arising out of use of our Programs, Products, Services and Program Materials and you agree that you are assuming such risks.

### **Disclaimer**

Our Programs, Products, Services, and Program Materials are for informational and educational purposes only. To the fullest extent permitted by law, we expressly exclude any liability for any direct, indirect or consequential loss or damage incurred by you or others in connection with our Programs, Products, Services, and Program Materials, including without limitation any liability for any accidents, delays, injuries, harm, loss, damage, death, lost profits, personal or business interruptions, misapplication of information, physical or mental disease, condition or issue, physical, mental, emotional, or spiritual injury or harm, loss of income or revenue, loss of business, loss of profits or contracts, anticipated savings, loss of data, loss of goodwill, wasted time and for any other loss or damage of any kind, however and whether caused by negligence, breach of contract, or otherwise, even if foreseeable. You specifically acknowledge and agree that we are not liable for any defamatory, offensive or illegal conduct of any other Program, Product, Service or Program Materials participant or user, including you.

**Medical Disclaimer.** Our Programs, Products, Services, and Program Materials are not to be perceived as or relied upon in any way as medical advice or mental health advice. The information provided through our Programs, Products, Services, and Program Materials is not intended to be a substitute for professional medical advice, diagnosis or treatment that can be provided by your own physician, nurse practitioner, physician assistant, therapist, counselor, mental health practitioner, licensed dietitian or nutritionist, member of the clergy, or any other licensed or registered health care professional. Do not disregard professional medical advice or delay seeking professional advice because of information you have read in our Programs, Products, Services, and Program Materials, or received from us. Do not stop taking any medications without speaking to your physician, nurse practitioner, physician assistant, mental health provider or other health care professional. If you have or suspect that you have a medical or mental health issue, contact your own health care provider promptly. We are not providing health care, medical or nutrition therapy services or attempting to diagnose, treat, prevent or cure in any manner whatsoever any physical ailment, or any mental or emotional issue, disease or condition. We are not giving medical, psychological, or religious advice whatsoever.

**Legal and Financial Disclaimer.** Our Programs, Products, Services, and Program Materials are not to be perceived or relied upon in any way as business, financial or legal advice. The information provided through our Programs, Products, Services, and Program Materials is not intended to be a substitute for professional advice that can be provided by your own accountant, lawyer, or financial advisor. We are not giving financial or legal advice in any way. You are hereby advised to consult with your own accountant, lawyer or financial advisor for any and all questions and concerns you have regarding your own income and taxes pertaining to your specific financial and/or legal situation. You agree that we are not responsible for your earnings, the success or failure of your business decisions, the increase or decrease of your finances or income level, or any other result of any kind that you may have as a result of information presented to you through our Programs, Products, Services, and Program Materials. You are solely responsible for your results.

**Earnings Disclaimer.** You acknowledge that we have not and do not make any representations as to the health physical, mental, emotional, spiritual or health benefits, future income,

expenses, sales volume or potential profitability or loss of any kind that may be derived as a result of your participation in this Program, Product, Services or Program Materials. We cannot and do not guarantee that you will attain a particular result, positive or negative, financial or otherwise, through the use of our Programs, Products, Services and Program Materials and you accept and understand that results differ for each individual. We also expressly disclaim responsibility in any way for the choices, actions, results, use, misuse or non-use of the information provided or obtained through any of our Programs, Products, Services or Program Materials. You agree that your results are strictly your own and we are not liable or responsible in any way for your results.

**Warranties Disclaimer.** WE MAKE NO WARRANTIES AS TO OUR PROGRAMS, PRODUCTS, SERVICES, OR PROGRAM MATERIALS. YOU AGREE THAT PROGRAMS, PRODUCTS, SERVICES, OR PROGRAM MATERIALS ARE PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE PROGRAMS, PRODUCTS, SERVICES, OR PROGRAM MATERIALS WILL BE FUNCTIONAL, UNINTERRUPTED, CORRECT, COMPLETE, APPROPRIATE, OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY PART OF THE WEBSITE, CONTENT ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF OUR PROGRAM, PRODUCT OR SERVICES MATERIALS OR ON THIRD-PARTY WEBSITES IN TERMS OF THEIR CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY OR OTHERWISE.

**Technology Disclaimer.** We try to ensure that the availability and delivery of our Programs, Products, Services and Program Materials is uninterrupted and error-free, including our content and communications through methods like our Website, member forum, private Facebook groups, e-mail communications, videos, audio recordings, webinars, recorded webinars, teleseminars, recorded teleseminars, emails, downloadable Mp3 audio files, downloadable PDF printed transcripts, downloadable PDF handouts/slides, handouts, ebooks, or any other materials provided by us to you. However, we cannot guarantee that your access will not be suspended or restricted from time to time, including to allow for repairs, maintenance or updates, although, of course, we will try to limit the frequency and duration of suspension or restriction. To the fullest extent permitted by law, we will be not be liable to you for damages or refunds, or for any other recourse, should our Programs, Products, Services or Program Materials become unavailable or access to the them becomes slow or incomplete due to any reason, such as system back-up procedures, internet traffic volume, upgrades, overload of requests to the servers, general network failures or delays, or any other cause which may from time to time make our Programs, Products, Services or Program Materials inaccessible to you.

**Errors and Omissions.** We make no warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information in our Programs, Products, Services, and Program Materials. Every effort has been made to present you with the most accurate, up-to-date information, but because the nature of scientific research is constantly evolving, we cannot be held responsible or accountable for the accuracy of our content. You acknowledge



that such information may contain inaccuracies or errors and we are not liable for any such inaccuracies or errors to the fullest extent permitted by law.

**Links to Other Websites.** We may provide links and pointers to other websites maintained by third parties that may take you outside of our Programs, Products, Services or Program Materials. These links are provided for your convenience and the inclusion of any link in our Programs, Products, Services or Program Materials to any other website does not imply our endorsement, sponsorship, or approval of that website or its owner. We do not endorse and we are not responsible for the views, opinions, facts, advice, or statements provided by external resources referenced in our Website or its Content, or their accuracy or reliability. We assume no responsibility for errors or omissions caused by other websites that may be included our Programs, Products, Services or Program Materials. We have no control over the contents or functionality of those websites and so we accept no responsibility for any loss, damage, or otherwise that may arise from your use of them and therefore we do not guarantee the accuracy, completeness, or usefulness of any other website or their content. It is your responsibility to review the terms and conditions and privacy policies of those linked websites to confirm that you understand and agree with those policies.

By purchasing and/or using our Programs, Products, Services or Program Materials in any way or for any reason, you also implicitly agree to our full Disclaimer which may be found on our Website.

### **Indemnification, Limitation of Liability and Release of Claims**

**Indemnification.** You agree at all times to defend, indemnify and hold harmless our Company, as well as any of our affiliates, agents, contractors, officers, directors, shareholders, employees, joint venture partners, successors, transferees, assignees, and licensees, as applicable, from and against any and all claims, causes of action, damages, liabilities, costs and expenses, including legal fees and expenses, arising out of or related to our Programs, Products, Services or Program Materials, or your breach of any obligation, warranty, representation or covenant set forth in these Terms and Conditions or in any other agreement with us.

**Limitation of Liability.** We will not be held responsible or liable in any way for the information, products or materials that you request or receive through or on our Programs, Products, Services or Program Materials. We do not assume liability for accidents, delays, injuries, harm, loss, damage, death, lost profits, personal or business interruptions, misapplication of information, physical or mental disease, condition or issue, or otherwise, due to any act or default of anyone or any business, whether owners, staff, agents, joint venture partners, contractors, vendors, affiliates or otherwise, affiliated with us. We do not assume liability for any owners, staff, agents, joint venture partners, contractors, vendors, affiliates or otherwise who is engaged in rendering our Programs, Products, Services or Program Materials, or in any way or in any location. In the event that you use our Programs, Products, Services or Program Materials or any other information provided by us or affiliated with us, we assume no responsibility.

**Release of Claims.** In no event will we be liable to any party for any type of direct, indirect, special, incidental, equitable or consequential damages for any use of or reliance on our Programs, Products, Services or Program Materials, or on those affiliated with us in any way, and you hereby release us from any and all claims; including, without limitation, those related to

lost profits, personal or business interruptions, personal injuries, accidents, misapplication of information, or any other loss, physical or mental disease, condition or issue, or otherwise, even if we are expressly advised of the possibility of such damages or difficulties.

## **Your Conduct**

You are agreeing that you will not use our Programs, Products, Services or Program Materials in any way that causes or is likely to cause the Programs, Products, Services or Program Materials, or access to them either to be interrupted, damaged or impaired in any way. You understand that you are solely responsible for all electronic communications and content sent from your computer to this Website and its Content and to us.

You must use the Programs, Products, Services or Program Materials for lawful purposes only. You agree that you will not use our Programs, Products, Services or Program Materials in any of the following ways:

- For fraudulent purposes or in connection with a criminal offence or otherwise carry out any unlawful activity
- To send, use or re-use any material that is illegal, offensive, abusive, indecent, harmful, defamatory, obscene or menacing, threatening, objectionable, invasive of privacy, in breach of confidence, infringing of any intellectual property rights, or that may otherwise may injure others
- To send, negatively impact, or infect our Programs, Products, Services or Program Materials with software viruses or any other harmful or similar computer code designed to adversely affect the operation of any computer software or hardware, commercial solicitation, chain letters, mass mailings or any spam, whether intended or not
- To cause annoyance, inconvenience or needless anxiety
- To impersonate any third party or otherwise mislead as to the origin of your contributions
- To reproduce, duplicate, copy or resell any part of our Programs, Products, Services or Program Materials in a way that is not in compliance with these Terms of Use or any other agreement with us.

## **Communication Guidelines**

If you have a question or concern about your Programs, Products, Services, or Program Materials, you may send an e-mail to [hello@nourishtoflourishsociety.com](mailto:hello@nourishtoflourishsociety.com) and we will do our best to reply to your question or concern promptly.

## **Purchases and Online Commerce**

If paying by PayPal, Stripe, debit card, or credit card, you give us permission to automatically charge your credit or debit card as payment for your Program, Product or Service without any additional authorization, for which you will receive an electronic receipt. Should you be provided with a Paypal or Stripe invoice instead, you are required to manually pay it by the date due on the invoice or your Program, Product or Service will be put on hold until payment is made.

Should you choose to use a Health Savings Account (HSA) card when making payment for your Program, Product or Service, you agree and understand that you are fully and solely responsible for knowing whether the Program, Product or Service you are purchasing qualifies as a "qualified medical service" under the Internal Revenue Code. Should you have any

questions, it is recommended that you seek the advice of an accountant prior to making your purchase. Regardless of whether you use a HSA card when making your purchase, you are fully responsible and agree to pay for the entire cost of the Program, Product or Service.

In the event that payment is not received by the date due, you will have a three (3) day grace period to make the payment otherwise the Program, Product or Services will not continue and we reserve the right to cease your access immediately and permanently.

If you fail to make payment in a timely manner in accordance with these Terms of Use or voluntarily decide to withdraw from our Programs, Products or Services at any time or for any reason whatsoever, you still will remain fully responsible for the full cost of the Programs, Products and/or Services.

All information obtained during your purchase or transaction for our Programs, Products and Services and all of the information that you give as part of the transaction, such as your name, address, method of payment, credit card number, and billing information, may be collected by both us and our payment processing company.

You agree to only purchase goods or services for yourself or for another person for whom you are legally permitted to do so or for whom you have obtained the express consent to provide their name, address, method of payment, credit card number, and billing information.

You agree to be financially responsible for all purchases made by you or someone acting on your behalf. You agree to use our Programs, Products, Services, and Program Materials for legitimate, non-commercial purposes only and not for speculative, false, fraudulent, or illegal purposes.

**Since we have a clear and explicit Refund Policy in these Terms of Use that you have agreed to prior to completing the purchase of any of our Programs, Products, or Services, we do not tolerate or accept any type of chargeback threat or actual chargeback from your credit card company.** In the event that a chargeback is placed on a purchase or we receive a chargeback threat during or after your purchase, we reserve the right to report the incident to all three credit reporting agencies or to any other entity for inclusion in any chargeback database or for listing as a delinquent account which could have a negative impact on your credit report score. The information reported will include your name, email address, order date, order amount, and billing address. Chargeback abusers wishing to be removed from the database shall make the payment for the amount of the chargeback.

We also reserve our right to seek payment from you for any delinquent payment that is not provided by or upon the date due by enlisting the help of a collections agency, and we may exercise our right to report your delinquent payment to all three credit reporting agencies, either directly or through the help of a collections agency.

If you make a purchase from one of our affiliates, or any other individual or company through a link provided on or through our Programs, Products or Services ("Merchant"), all information obtained during your purchase or transaction and all of the information that you give as part of the transaction, such as your credit card number and contact information, may be collected by the merchant and their payment processing company as well. Your participation, correspondence or business dealings with any affiliate, individual or company on or through our Programs, Products or Services, and all purchase terms, conditions, representations or

warranties associated with payment, refunds, and/or delivery related to your purchase, are solely between you and the Merchant. You agree that we shall not be responsible or liable for any loss, damage, refunds, or other matters of any sort that incurred as the result of such dealings with a Merchant.

Payment processing companies and Merchants may have privacy and data collection practices that are different from ours. We have no responsibility or liability for these independent policies of the payment processing companies and Merchants. In addition, when you make certain purchases through our Programs, Products or Services, you may be subject to the additional terms and conditions of a payment processing company, Merchant or us that specifically apply to your purchase. For more information regarding a Merchant and its terms and conditions that may apply, visit that merchant's Website and click on its information links or contact the Merchant directly.

You release us, our affiliates, our payment processing company, and Merchants from any damages that you incur, and agree not to assert any claims against us or them, arising from your purchase through or use of our Website or its Content.

### **Refund Policy**

Your satisfaction with your Program, Product or Service is important to us. Yet, because of the extensive time, effort, preparation and care that goes into creating and/or providing our Programs, Products, Services and Program Materials, we have specific refund policies for our programs, unless otherwise provided by law.

**14-Day Reset Refund Policy.** Due to the nature of an online program, you acknowledge that we do not offer refunds for any portion of your payment for the 14-Day Reset, and no refunds will be provided to you at any time. By using and/or purchasing the 14-Day Reset, you understand and agree that all sales are final and no refunds will be provided.

**Calm Your Cravings Refund Policy.** If for some reason within 7 days after the start of the Calm Your Cravings Program and the first weekly email is made available, you are not satisfied and wish to stop the Program, you may request to receive a refund of your payment made to date. To receive a refund, you must: (1) send us an e-mail to us at [hello@nourishtoflourishsociety.com](mailto:hello@nourishtoflourishsociety.com) explaining the reasons for your dissatisfaction with the Program and (2) submit your fully completed work from the first week of the Program. Because we have invested considerable time and effort in your Program, if you decide to withdraw AFTER 7 days for any reason whatsoever, you still will remain fully responsible for the full cost of the Program, and no refunds will be provided.

### **Termination**

You have the right to terminate your use of or participation in our Programs, Products or Services at any time by sending an e-mail to [hello@nourishtoflourishsociety.com](mailto:hello@nourishtoflourishsociety.com).

We reserve the right in our sole discretion to refuse or terminate your access to our Programs, Products, Services or Program Materials, in full or in part, at any time, without notice, by sending you an e-mail to the e-mail address you provided upon purchase of the Program, Product or Service.

In the event of cancellation or termination by either of us, you will have 24 hours to pay any and all remaining payments or balances that are owed to us.

Upon termination by either of us, we reserve the right to immediately refuse or terminate your access to any aspect of our Programs, Products, Services and/or our Program Materials, including but not limited to our Website, private forum, e-mail communications, Facebook groups, live webinars or conference calls, or any other method of communications related to our Programs, Products, Services or Program Materials at any time without notice and in our sole discretion.

All of the terms of this Terms of Use, including but not limited to all copyright, trademark, and intellectual property rights, disclaimers, limitations of liability, release of claims, and our Refund Policy will still apply now and in the future, even after termination by you or us.

### **Dispute Resolution**

It is hoped that should we ever have any differences, we could be able to work them out amiably through e-mail correspondence. However, should we be unable to seek resolution within a reasonable time, you agree now that the only method of legal dispute resolution that will be used is binding arbitration before a single arbitrator, selected jointly, in accordance with the American Arbitration Association Rules. Prior to seeking arbitration, you must send an e-mail to [hello@nourishtoflourishsociety.com](mailto:hello@nourishtoflourishsociety.com) and include all of your reasons for dissatisfaction with your Program. You understand and agree now that the only remedy that can be awarded to you through arbitration is full refund of your Payment made to date. No other actions or financial awards of consequential damages, or any other type of damages, may be granted to you. We both agree now that the decision of the arbitrator is final and binding, and may be entered as a judgment into any court having the appropriate jurisdiction.

**By purchasing our Programs, Products or Services you are agreeing to a modification of the statute of limitations such that any arbitration must be begun within one (1) year of the date of your e-mail referenced above or you waive the right to seek dispute resolution by arbitration or to take any other legal action.**

You also agree that should arbitration take place, it will be held the State of Michigan where our business is located, and the prevailing party shall be entitled to all reasonable attorneys' fees and all costs necessary to enforce the decision of the arbitrator.

In the event of a dispute between us, you agree to not engage in any conduct or communications, public or private, including on social media, designed to disparage us, our Company, or any of our Programs, Products or Services. Where requested by law or arbitration, of course, you are not prohibited from sharing your thoughts and opinions as a part of the legal process.

If any terms of these Terms of Use are construed to be invalid or unenforceable for any reason, it shall not affect the validity or enforceability of any other term which shall be given full force and effect.

## **Confidentiality and Privacy.**

**Confidential Information.** To use our Programs, Products, Services or Program Materials, we may seek personal data or information including your name, e-mail address, phone number, street address, billing information, birthday, preferences, interests, assignments, or other personally-identifying information (“Confidential Information”), or you may offer or provide a comment, photo, image, video or any other submission to us when using or participating in our Programs, Products, Services or Program Materials (“Other Information”). By providing such Confidential Information or Other Information to us, you grant us permission to use and store such information. We, in turn, will use our best efforts to keep your Confidential Information safe, secure and confidential in accordance with these Terms of Use and our full Privacy Policy which may be found on our Website. If you believe that any of your Confidential Information is incorrect or incomplete, please contact us as soon as possible. We will promptly correct any Confidential Information found to be incorrect.

**What We Do With Confidential Information.** We request and require various personal data and/or Confidential Information to understand your needs and provide you with better services. In addition, we may use such data and Confidential Information for the following reasons: (1) for internal record keeping, (2) to improve our Programs, Products, Services or Program Materials, (3) to periodically send promotions about new Programs, Products or Services or other special offers from which you may unsubscribe at any time, (4) for aggregate, non-identifiable data for research purposes, (5) to customize the respective Programs, Products or Services you purchase or use according to your interests and/or (6) for support or communication related to your Program, Product, Service or Program Materials.

**Storage.** All data and Confidential Information is stored through a data management system. This data and Confidential Information can only be accessed by those who help manage that information in order to deliver e-mail or otherwise contact those who would like to receive our correspondence. You agree and acknowledge that we, including but not limited to our team, staff and affiliates, and those who manage the data management system may have access to your Confidential Information.

**Confidentiality and Disclosure.** All Confidential Information will be held in confidentiality and will not be disclosed to third parties, except that we may disclose Confidential Information and personally identifiable information: (1) pursuant to this terms of these Terms of Use and Privacy Policy and our Disclaimer, (2) if we are required to do so by law, (3) in the good-faith belief that such action is necessary to conform to the law, (4) to comply with any legal process served on either us or our partners, sponsors, investors, or affiliates, (5) to protect and defend our rights or property or those of our users or purchasers, and/or (6) to act as immediately necessary in order to protect the personal safety of our users, purchasers, or the public. We will not sell, distribute or lease your Confidential Information to third parties unless we have your permission or are required by law to do so.

**Viewing by Others.** Note that whenever you make your Confidential Information or Other Information available for viewing by others such as through our Programs, Products, Services, or Program Materials, our Website or social media, the Confidential Information or Other Information that you share also can be seen, collected and used others, and therefore, we cannot be responsible for any unauthorized use by others of such Confidential Information or Other Information that you voluntarily share online or in any other manner.

**How We Use Cookies.** We may use the standard "cookies" feature of major web browsers. We do not set any Confidential Information in cookies, nor do we employ any data-capture mechanisms on our Website other than cookies. You may choose to disable cookies through your own web browser's settings. However, disabling this function may diminish your experience on the Website and some features of our Programs, Products, Services or Program Materials may not work as intended. We have no access to or control over any information collected by other individuals, companies or entities whose website or materials may be linked to our Programs, Products, Services or Program Materials.

**Passwords.** To use certain features of our Programs, Products, Services, or Program Materials, you may be issued a group username and password or a unique individual username and password, which you will receive through your registration and/or purchase process. You may be able to change to username and/or password of your choosing. You are responsible for maintaining the confidentiality of the password and account, and are responsible for all activities (whether by you or by others) that occur under your password or account. You are not permitted to share your username and/or password with anyone. If we learn you have shared your username and/or password with another person, we reserve the right to immediately terminate your access to the Program, Product, Service, Program Materials, Website, private forum, Facebook group or any other related communication. It is your responsibility to protect your own password from disclosure to others. We cannot and will not be liable for any loss or damage arising from your failure to protect your password or account information. You are responsible for activities that take place using your password(s) and within your account. If you share your password(s) with anyone, they may be able to obtain access to your personal information at your own risk. You agree to notify us immediately of any unauthorized use of your password or account or any other breach of security, and to ensure that you exit from your account at the end of each session. By using our Programs, Products and Services, you agree to enter true and accurate information as part of the registration, purchase process and otherwise. If you enter a false email address, we have the right to immediately inactivate your account. We will use our best efforts to keep your password(s) private and will not otherwise share your password(s) without your consent, except as necessary when the law requires it or in the good faith belief that such action is necessary, particularly when disclosure is necessary to identify, contact or bring legal action against someone who may be causing injury to others or interfering with our rights or property.

If you have any questions about any term of these Terms of Use, please contact us at [hello@nourishtoflourishsociety.com](mailto:hello@nourishtoflourishsociety.com). Thank you.