TERMS AND CONDITIONS

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE CAREFULLY BEFORE REGISTERING FOR THE NOURISHED SYSTEM PROGRAM AND USING OUR PRIVATE MEMBERSHIP SITE.

All users of this site agree that access to and use of this site is subject to the following terms and conditions and other applicable law. If you do not agree to these terms and conditions, please do not use this site.

The Website Standard Terms And Conditions contained herein on this webpage, shall govern your use of this Website, including all pages within this Website (collectively referred to herein below as this “Website”). These Terms apply in full force and effect to your use of this Website and by using this Website, you expressly accept all terms and conditions contained herein in full. You must not use this Website, if you have any objection to any of these Website Standard Terms And Conditions.

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## WARRANTY DISCLAIMER

This Website and the materials and products on this Website are provided “as is” and without warranties of any kind, whether express or implied. To the fullest extent permissible pursuant to applicable law, Nourished: The Weight Loss System for Busy Moms Membership Site. disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement. Nourished: The Weight Loss System for Busy Moms Membership site does not represent or warrant that the functions contained in the Website will be uninterrupted or error-free, that the defects will be corrected, or that this Website or the server that makes the Website available are free of viruses or other harmful components. Nourished: The Weight Loss System for Busy Moms Membership Site does not make any warranties or representations regarding the use of the materials in this Website in terms of their correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise. Some states do not permit limitations or exclusions on warranties, so the above limitations may not apply to you.

## LIMITATION OF LIABILITY

The Nourished: The Weight Loss System for Busy Moms Membership Site shall not be liable for any special or consequential damages that result from the use of, or the inability to use, the materials on this Website or the performance of the products, even if Nourished: The Weight Loss System for Busy Moms Membership Site has been advised of the possibility of such damages. Applicable law may not allow the limitation of exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you.

## FOR EDUCATIONAL AND INFORMATIONAL PURPOSES ONLY

The information provided in or through this Website is for educational and informational purposes only and solely as a self-help tool for your own use.

## NOT MEDICAL OR MENTAL-HEALTH ADVICE

The information provided in or through the Program is not to be perceived or relied upon in any way as medical advice or mental health advice, nor does it create a practitioner-patient relationship in anyway. The Company is not providing health care, medical or nutritional 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 pertaining to any individual outside of an established patient relationship that the Company currently may have with that person. In addition, the Program is not intended to be a substitute for the professional medical advice, diagnosis or treatment that can be provided by your own Medical Provider (including advanced practice nurse, physician, physician’s assistant, or any other licensed health professional), Mental Health Provider (including psychiatrist, psychologist, therapist, counselor, or social worker). The information contained on the membership site, TheNourishCompany.ca or provided through the Program, Products, and Services has not been evaluated by the Food and Drug Administration. This program is NOT a Nutrition Consult.

## PERSONAL RESPONSIBILITY

You aim to accurately represent the information provided to us on or through our Website. You acknowledge that you are participating voluntarily in using our Website and that you are solely and personally responsible for your choices, actions and results, now and in the future. You accept full responsibility for the consequences of your use, or non-use, of any information provided on or through this Website, and you agree to use your own judgment and due diligence before implementing any idea, suggestion or recommendation from our Website to your life, family or business.

## CODE OF CONDUCT

You may not use Nourished: The Weight Loss System for Busy Moms Membership Site for any illegal or unauthorized purpose. In addition to the laws of the Province of Ontario, Canada, you also agree to comply with all local laws that apply to your use of the Website. You may not use the Website in any manner which could disable, overburden, damage, or impair the Website, or interfere with any other party’s use and enjoyment of the Website. You agree that you are responsible for your own conduct and communications while using the Website and for any consequences of that use. You agree that when using the Website, you will not post or upload any inappropriate, promotional, defamatory, destructive, obscene, or unlawful content; defame, abuse, harass, or otherwise violate the legal rights (such as rights of privacy and publicity) of others or upload dangerous or harmful files. Nourished: The Weight Loss System for Busy Moms Membership Site reserves the right to remove individuals from our community in instances of misconduct.

## PROGRAM POLICY

The Program is a 3-month program where the Program start date is defined as the date of purchase and the program end date is defined at 12 weeks after purchase. After the Program is over the Client may have the opportunity to continue in the Nourished: Weight Loss System for Busy Moms group under a membership format where additional fees apply and a different contract will be provided. The Company has the right to modify the Program at any time for any reason and will ensure that the Client is provided with applicable updates if they are within the Program duration. Included - membership site with modules - weekly group/customized coaching - weekly accountability check-ins - support via facebook community.

## LIFETIME ACCESS

I am aware that I will have lifetime access to Nourished: The Weight Loss System for Busy Moms membership site where all the modules and trainings are held. This includes any updates and add-ons. This does not include access to the Nourished: Weight Loss System for Busy Moms Facebook group, and coaching calls.

## NO GUARANTEES

The Nourished: The Weight Loss System for Busy Moms Membership Site is to support and assist you in reaching your own goals, but your success depends primarily on your own effort, motivation, commitment and follow-through. The Nourished: The Weight Loss System for Busy Moms Membership Site cannot predict and does not guarantee that you will attain a particular result, and you accept and understand that results differ for each individual. Each individual’s results depend on his or her unique background, dedication, desire, motivation, actions, and numerous other factors. You fully agree that there are no guarantees as to the specific outcome or results you can expect from using the information you receive on or through this Website.

The Client agrees that it is their responsibility to ask for support when needed. Client results will be based on many different variables, many of which the Company cannot control, and therefore the Company cannot make any guarantees as to your outcome. This program is non-refundable and as such, it is the Clients responsibility to keep all payments and payment plans in good standing and fulfill their financial obligation to the program.

## PROGRAM FEES

All program fees are subject to applicable taxes. If the Client chooses the payment plan, they will be charged the initial payment at the time of enrolling and then will be charged installments every 30 days for the remaining of their installment period.

If the Client chooses the monthly payment plan, they are responsible for ensuring that their account remains in good standing for the duration of the Program. The Client will have 5 business days to bring their account into good standing should there be an issue with a declined payment. If the account is not brought into good standing within 5 business days, the Client’s Program will be put on hold and access will be denied until the account is brought into good standing. If the account remains in poor standing for a duration of 15 business days, the Client’s Program will be canceled and no refund will be provided.

## INTELLECTUAL PROPERTY

‘Intellectual Property’ which includes information relating to the Program’s proprietary content, including but not limited to proprietary ideas, written content, graphic content, and information regarding clients remain the sole property of the Company. Clients do not have any right to reproduce in part or in whole any Intellectual Property for gift, resale or license to any third party. Clients will not use any of the Program Intellectual Property for their own business venture. Clients will not teach, discuss or reveal any of the Program’s Intellectual Property in part or in whole without the expressed written permission of the Company.

## RELEASE

The Client grants exclusive rights to the Company to use any Client statements, written, video, audio or otherwise as they see fit while the Client is enrolled in the Program and after they've completed the program. The Client agrees that any content published may be used as marketing or promotional material for the Program. The Client authorizes the Company to use any statements in print publications, multimedia presentations, on websites or in any other distribution media. The Client agrees that no monetary or royalty fee will be provided. The Client waives any right to inspect or approve the finished product, including written copy, wherein the Client’s likeness or testimony for the Program appears. (This will be discussed with the client FIRST prior to using it.)

## PURCHASES AND SUBSCRIPTIONS

If you wish to purchase any product or service made available through the Website (“Purchase”), you may be asked to supply certain information relevant to your Purchase including, without limitation, your name, phone number, email address, physical address, credit card information and geographic location. Please view our Privacy Policy for more information on how we use your personal information. Some parts of the Service are billed on a subscription basis as outlined on the sales and check out pages of the product. You will be billed in advance on a recurring basis as per the subscription agreement.

## INDEMNIFICATION AND RELEASE OF CLAIMS

You hereby fully and completely hold harmless, indemnify and release Nourished: The Weight Loss System for Busy Moms Membership Site and any of its agents, consultants, affiliates, team members, joint venture partners, employees, shareholders, directors, staff, team members, or anyone otherwise affiliated with the business from any and all causes of action, allegations, suits, claims, damages, or demands whatsoever, in law or equity, that may arise in the past, present or future that is in any way related to our Website.

## CONSULT YOUR OWN HEALTHCARE PROVIDER

The Company's intent is NOT to replace any relationship that exists, or should exist, between you and your own Medical Provider and Mental Health Provider. You should always seek the advice of your own Medical Provider and/or Mental Health Provider regarding any questions or concerns you have about your specific health situation, including but not limited to physical or mental health issues. The Company advises you to speak with your own Medical Provider or Mental Health Provider before implementing any suggestions obtained through the Program, including but not limited to nutrition (food, vitamins and/or supplements), natural therapies, exercise and lifestyle habits. Do not disregard professional medical advice or delay seeking professional advice because of information you have read on the Membership sit or received through any of my Programs, Products and Services. You should not stop taking any medications without speaking to your own respective Medical Provider and/or Mental Health Provider. If you have or suspect that you have a medical problem, contact your own Medical Provider or Mental Health Provider immediately.

## ERRORS AND OMISSIONS

Although every effort is made to ensure the accuracy of information shared on or through this Website, the information may inadvertently contain inaccuracies or typographical errors. You agree that Nourished: The Weight Loss System for Busy Moms Membership Site is not responsible for the views, opinions, or accuracy of facts referenced on or through the Website, or of those of any other individual or company affiliated with our business or Lindsey Bethke in any way. Because scientific, technology and business practices are constantly evolving, you agree that Nourished: The Weight Loss System for Busy Moms Membership Site is not responsible for the accuracy of our Website, or for any errors or omissions that may occur.

## NO ENDORSEMENT

References or links in our Website to the information, opinions, advice, programs, products or services of any other individual, business or entity does not constitute our formal endorsement. Nourished: The Weight Loss System for Busy Moms Membership Site is merely sharing information for your own self-help. Nourished: The Weight Loss System for Busy Moms Membership Site is not responsible for the Website content, blogs, e-mails, videos, social media, programs, products and/or services of any other person, business or entity that may be linked or referenced in our Website. Conversely, should our Website link appear in any other individuals, businesses or entities Website, program, product or services, it does not constitute our formal endorsement of them, their business or their Website either.

## AFFILIATES

From time to time, we may promote, affiliate with, or partner with other individuals or businesses whose programs, products and services align with mine. There may be instances when we promote, market, share or sell programs, products or services for other partners and in exchange we may receive financial compensation or other rewards. Nourished: The Weight Loss System for Busy Moms is highly selective and only promotes the partners whose programs, products and/or services we respect. At the same time, you agree that any such promotion or marketing does not serve as any form of endorsement whatsoever. You are still required to use your own judgment to determine that any such program, product or service is appropriate for you. You are assuming all risks, and you agree that Nourished: The Weight Loss System for Busy Moms Membership Site is not liable in any way for any program, product or service that I may promote, market, share or sell on or through our Website.

## VARIATION

The Nourished: The Weight Loss System for Busy Moms Membership Site shall have the right in its absolute discretion at any time and without notice to amend, remove or vary the Services and/or any page of this Website.

## COMPLAINTS

The Nourished: The Weight Loss System for Busy Moms Membership Site offers support to our clients and a complaints handling procedure which we will use to try to resolve disputes when they first arise, with a solution that is mutually agreeable to both the client and The Nourished: The Weight Loss System for Busy Moms Membership Site Please let us know if you have any complaints or comments at support@thenourishcompany.ca.

## SEVERABILITY

If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

## ENTIRE AGREEMENT

These Terms, including any legal notices and disclaimers contained on this Website, constitute the entire agreement between Nourished: The Weight Loss System for Busy Moms Membership Site and you in relation to your use of this Website, and supersede all prior agreements and understandings with respect to the same. By using our Website you are agreeing to all parts of the above Disclaimer. If you have any questions about this Disclaimer, please contact lindsey@thenourishcompany.ca.