

# Terms of Service- Privacy- Liability

Terms of Service Privacy Liability Waiver and Release

### **TERMS OF SERVICE & PRIVACY**

BY VISITING www.JenuineNutrition.com YOU ARE CONSENTING TO OUR TERMS & CONDITIONS.

Please read this Agreement carefully before accessing or using the Website. By accessing or using any part of the Website, you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this agreement, then you may not access the Website or use any services.

## **USE OF THE SITE + SERVICE**

JenuineNutrition.com provides a website and service where users can receive and purchase online courses, digital products, downloadable resources, subscriptions, retreat tickets, in-person or virtual workshop tickets, and courses related to improving one's health through holistic nutrition & wellness.

Use of JenuineNutrition.com, including all materials presented herein and all online services provided by JENuine Nutrition LLC, is subject to the following Terms and Conditions. These Terms and Conditions apply to all site visitors, customers, and all other users of the site. By using the Site or Service and/or ordering a product from the Site, you agree to these Terms and Conditions, without modification, and acknowledge reading them.

Access to and use of JENuine Nutrition (<a href="www.JenuineNutrition.com">www.JenuineNutrition.com</a>) and the product and services available through JENuine Nutrition (<a href="www.JenuineNutrition.com">www.JenuineNutrition.com</a>) are subject to the following terms & conditions. By using the products and services, you are agreeing to all terms of use, which may be updated from time to time and disclosed on this page.

We reserve the right to update any portion of our Site and Service, including these Terms and Conditions at any time. We will post the most recent versions to the Site and list the effective dates on the pages of our Terms and Conditions.

Access to JENuine Nutrition (<a href="www.JenuineNutrition.com">www.JenuineNutrition.com</a>) is permitted on a temporary basis and we reserve the right to withdraw or amend the Services without notice. We will not be liable if for any reason that JENuine Nutrition (<a href="www.JenuineNutrition.com">www.JenuineNutrition.com</a>) is unavailable at any time or for any period. From time to time, we may restrict access to some parts or all of the website and services.

#### **CANCELLATION & REFUND POLICY**

All sales are final.

Refunds are not allowed on online courses or digital products.

### **Purchases and Online Commerce**

If paying by 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.

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.

## INTELLECTUAL PROPERTY RIGHTS & OWNERSHIP OF CONTENT

All content provided on the Site and in the Service, including all products and all online courses and workshop materials are the intellectual property of JENuine Nutrition. **The content of the Site and Service are protected by United States trademark, trade dress and copyright law**. You may not modify, publish, transmit, participate in the transfer or sale of, create derivative works from, distribute, display, reproduce or perform, or in any way exploit in any format

whatsoever any of the content of the Site or the Service. You may not remove any trademark, copyright, or other notice from the content of the Site or the Service.

We reserve the right to immediately remove you from the Service, without refund, and to pursue all available legal remedies against you if you are caught violating this intellectual property policy.

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## **EDUCATIONAL AND INFORMATIONAL PURPOSES ONLY**

# **Disclaimer of Liability & Indemnity**

### **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, 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 medical or health care, 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.

JENuine Nutrition shall have neither liability nor responsibility to any person, company or entity with respect to any loss or damage caused directly or indirectly by the concepts, ideas, products, information or suggested tasks presented in our products, programs or challenges.

Every effort has been made to accurately represent our products, programs, challenges and their potential. The testimonials used are examples of results by others, but don't guarantee that everyone will achieve the same or similar results. Each individual's success depends on his or her background, health, dedication, desire, and motivation.

JENuine Nutrition shall not be liable in any way, for any losses or injuries that you may experience as a result of purchasing or using any product or service, or participating in any activity associated with JENuine Nutrition.

You understand and agree that you are solely responsible for the use of the ideas, concepts and content and hold JENuine Nutrition and all members and affiliates harmless in any event or claim.

You agree to indemnify and hold harmless JENuine Nutrition, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Website, including but not limited to your violation of this Agreement.

#### **VARIATION & TERMINATION**

JENuine Nutrition has the right at any time and without notice, to remove or vary the Services available via any page of JENuine Nutrition (www.JenuineNutrition.com)

JENuine Nutrition may terminate your access to all or any part of the Website at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement or your JenuineNutrition.com account (if you have one), you may simply discontinue using the Website. Notwithstanding the foregoing, if you have a paid services account, such account can only be terminated by JENuine Nutrition if you materially breach this Agreement and fail to cure such breach within thirty (30) days from JENuine Nutrition notice to you thereof; provided that, JENuine Nutrition can terminate the Website immediately as part of a general shut down of our service. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

#### **EMAIL AND OTHER ELECTRONIC COMMUNICATIONS**

Visiting the Website or sending emails to the Company 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 Website, satisfy any legal requirement that such communications be in writing. Any such email or other electronic communication, however, does not create a business relationship or any contractual relationship. As set forth more fully in our Privacy Policy, we will take reasonable steps to ensure that any communications remain confidential.

#### **MEDIA RELEASE**

By participating in our Programs, Products and Services, and using our Program Materials, including our private 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.

If you have any questions about any terms of these Terms of Use, please contact us at support@jenuinenutrition.com. Thank you

