

## WEBSITE TERMS & CONDITIONS

Last Updated and Effective as of June 1, 2022

Please read these Terms & Conditions carefully before you start to use <https://www.nutritionnp.com/> (the "Website"). This Website is owned and operated by Nutrition NP LLC ("Nutrition NP", "we," "our," or "us"). The terms "you" or "yours" refer to the user of our Website.

By visiting, using, viewing, or accessing the Website, and/or any content contained on, accessible through or downloadable through this Website, whether available for free or by purchase, accessing the Website and Nutrition NP's social media, or otherwise signing up to receive any of Nutrition NP's emails, newsletter, social media posts or content or by purchasing any products from the Website if that option is offered, you are voluntarily agreeing to these Terms & Conditions and accept and agree to be bound and abide by them, and you are legally agreeing that you have read, understand, and fully consent to the terms below.

You must be eighteen (18) years old and have the legal ability to agree to these Terms & Conditions; thus, if you are under the age of eighteen (18) or if you do not agree to these Terms & Conditions, you **must not** access or use the Website.

Please also review our Website Privacy Policy and Disclaimer which are incorporated by reference into these Terms & Conditions. These Terms & Conditions, along with the Disclaimer and Privacy Policy of the Website, govern your access to and use of the Website.

If you have any questions about any of these Terms & Conditions, please contact us at [Christina@NutritionNP.com](mailto:Christina@NutritionNP.com) before using this Website.

### Changes to Terms & Conditions

We reserve our right to change, modify or update these Terms & Conditions at any time in our sole discretion, in which case we'll update the Effective Date of the Terms & Conditions located at the top of this Terms & Conditions page to reflect the date of the changes. All changes are effective immediately when we post them and apply to all access to and use of the Website and its contents, products, and services thereafter. By continuing to use the Website after we post any such changes, you accept and agree to be bound by the Terms & Conditions as modified, so please check these Terms & Conditions from time to time to be aware of any modifications.

### Information on Website for Educational and Informational Purposes Only

This Website has been created to provide information about our nutrition services and may also provide a blog with general information related to health and nutrition; **however, any information found on this Website is for educational and informational purposes only and is NOT intended as, and must not be understood or construed as, the practice of medicine, the practice of nursing, the practice of dietetics, or medical or dietetics advice for any person.**

Nothing stated on this Website is intended to substitute for professional medical advice, diagnosis, or treatment. If you have any concerns or questions about your health, you should always consult one-on-one with a licensed healthcare professional. Do not disregard, avoid or delay obtaining medical or health related advice from your healthcare professional because of something you may have read on this Website.

For purposes of clarification, personalized nutrition services (the “**Nutrition Services**”) are only offered by Nutrition NP to individuals after they register as clients of Nutrition NP. While the Website may advertise the Nutrition Services, visiting this Website does not create a practitioner-client relationship between you and Christina Sanders at Nutrition NP.

**If you would like to schedule an appointment to become a client of Nutrition NP and receive personalized nutrition recommendations, please do so here:**

<https://www.nutritionnp.com/work-with-me/>

Any information and statements regarding dietary supplements have not been evaluated by the Food and Drug Administration. Any products sold on or through this Website are not intended to diagnose, treat, cure, or prevent any disease. Always consult your licensed medical or health care professional before taking any nutritional, herbal or homeopathic supplement or using any treatment or product for any health problem.

## **Intellectual Property Rights**

This Website includes materials protected by intellectual property laws, including but not limited to written text, blogs, logos, photos, videos, music, designs and graphics. When you access the Website or access or purchase any of its contents, products or services, Nutrition NP is granting you a limited, personal, non-exclusive, non-transferable, revocable license to access and use the Website and its content, for your own personal, non-commercial use and NOT for your business or commercial use or in any way that earns you money, unless you get written permission from the owner of Nutrition NP that you may do so.

This means that when you access the Website or any contents on or available through the Website, you agree that you will only use them for your individual, personal and noncommercial purposes, and you will NOT copy, duplicate, share, republish, reproduce, display, distribute, modify, sell, resell, or otherwise use any material from or portion of this Website for any commercial purposes or any other purpose without express written permission from Nutrition NP. Any reproduction or unauthorized use of any materials found on this Website shall constitute infringement and theft and could result in criminal or civil penalties.

You agree and understand that you do NOT acquire any ownership rights in the Website content by your use of the Website or its content, and we do not grant you any licenses, express or

implied, to the intellectual property of Nutrition NP or our licensors, as applicable, unless expressly authorized. Furthermore, you agree and understand that you are not permitted to delete or alter any proprietary rights or attribution notices on or in the Website or any of its contents, products or services such as the copyright notice © or trademark notice such as TM or ®.

Any trademarks, taglines, and logos displayed on the Website are trademarks belonging to Nutrition NP. Any trademarks reproduced on this Website, which are not the property of, or are licensed to Nutrition NP, are the property of their respective owners. Any use, including framing, meta tags or other text utilizing these trademarks, or other trademarks displayed, is strictly prohibited without Nutrition NP's express written consent.

### **Materials Provide by You to the Website and Your Use of Communication Services**

The Website may contain blog comment sections and/or other message or similar communication features designed to enable you to communicate with the public at large or with a group (collectively, "**Communication Services**"). When you voluntarily submit, post or upload any material on or through the Website or its Communication Services, including, without limitation, any comment, photo, image, video or any other submission or contribution, you represent and warrant that: (1) you are at least 18 years old or the age of majority in the state in which you reside; (2) you are the owner of or have permission to share such materials; (3) you grant Nutrition NP a perpetual, royalty-free, worldwide non-exclusive license to use, copy, reproduce, publish, distribute, display and publicly perform those materials, in whole or part, in any manner or medium, now known or hereafter developed, for any purpose, including commercial purposes and advertising; (4) you grant Nutrition NP a perpetual, royalty-free, worldwide non-exclusive license and release to use your name and likeness in connection with such materials for any purposes, including commercial purposes and advertising. Nutrition NP does not claim any ownership rights in your materials. You may, however, at any time, ask us to delete this information. Your rights regarding this personal information can be found in the Website's Privacy Policy.

Please choose carefully the materials that you upload to, submit to, or embed on this Website. Any material you post on this Website becomes public. Always use caution when giving out any personally identifying information about yourself in any Communication Service. You are responsible for your material and for any liability that may result from the material you post on this Website. You participate, comment, and post material on this Website or any social media sites of Nutrition NP at your own risk.

You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service, and you agree to post comments or other material only one time. Any communication by you on this Website and its Communication Services, must be respectful. You may not communicate or submit any

content or material that is abusive, vulgar, threatening, harassing, knowingly false, defamatory or obscene or otherwise in violation of any law or the rights of others.

Nutrition NP has no obligation to monitor the posts, comments, or materials submitted on Communication Services or to enforce any intellectual property rights you may have in the material you post. However, Nutrition NP, in its sole discretion, may delete or modify, in whole or part, any post, comment or submission to this Website. Nutrition NP neither endorses nor makes any representations as to the truthfulness or validity of any third-party posts, comments, or material on this Website. Nutrition NP shall not be responsible or liable for any loss or damage caused by your use of any Communication Services or third-party posts, comments, or materials on this Website.

We reserve the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever. And we reserve the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in our sole discretion.

## **No Unlawful or Prohibited Use or Conduct**

You agree that you will not use the Website in any way that causes or is likely to cause the Website or its contents, or access to them, 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.

As a condition of your use of the Website and its contents, you agree to use the Website and its contents only for lawful, legitimate, non-commercial purposes and that you will NOT use the Website its contents for any purpose that is illegal, false, fraudulent or prohibited by these Terms & Conditions. You agree that you will NOT use and understand that you **are strictly forbidden** from using the Website or its contents in any of the following ways:

- In any manner that could damage, disable, overburden, or impair the Website or its contents or interfere with any other party's use and enjoyment of the Website, its contents;
- To conduct or carry out any unlawful, illegal, fraudulent or harmful activity or conduct activity with any such purpose;
- To send any material that is illegal, offensive, abusive, indecent, harmful, defamatory, obscene, menacing, threatening, objectionable, invasive of privacy, in breach of confidence, infringing of any intellectual property rights, or that may otherwise injure others;

- To send, negatively impact, or infect our Website or its contents with software viruses or any other harmful or similar computer code designed to adversely affect the operation of any computer software or hardware;
- To send or infect our Website or its with software viruses or any other similar computer code designed to commercially solicit, or send chain letters, mass mailings or any spam, whether intended or not;
- To cause annoyance, inconvenience, anxiety, or fear;
- 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 Website or its contents in a way that is not in compliance with these Terms & Conditions or any other applicable terms of use to which you have agreed or any other agreement you have with us.
- To obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website or its contents to you.
- To transmit, send or deliver unsolicited communications or for other marketing or advertising purposes.
- To systematically or automatically collect data from this Website.

Nutrition NP may, without notice, refuse access to its Website, in whole or part, to any person that fails to comply with these Terms & Conditions.

### **Email And Other Electronic Communications**

We would be pleased to communicate with you electronically, and there are various places on this Website that provide you the ability to send an electronic communication to Nutrition NP. Any such electronic communication, however, does not create a practitioner-client relationship between you and Nutrition NP. As set forth more fully in our Privacy Policy, we will take reasonable steps to ensure that any communications remain confidential, but we cannot guarantee the security of such communications and cannot guarantee that we would not be required to disclose such communications as a result of a court or other legal order.

### **Links to Third-Party Websites, Services or Social Media**

The Website may contain links to third-party websites such as the online supplement dispensary retailers like Fullscript or social media sites (“**Linked Websites**”). The Linked Websites are not under the control of Nutrition NP and Nutrition NP is not responsible or liable for any content of any Linked Website, including without limitation any link contained in a Linked Website or actions taken by the Linked Websites. These links are provided for your convenience to provide

further information and to allow you to visit other website(s) or social media sites that you may find of interest. While Nutrition NP only provides Linked Websites that it believes in and trusts, the inclusion of any link does not imply endorsement by Nutrition NP of the views, opinions, facts, advice or statements in such Linked Websites or any association with its operators. Although Nutrition NP may provide these links, it is your responsibility to fully research such third parties before entering into any transaction or relationship with them. Nutrition NP has no control over the contents, actions or functionality of the Linked Websites and is not responsible for any loss, damage, or otherwise that may arise from your use of any Linked Website. It is your responsibility to review the terms and conditions and privacy policies of the Linked Websites to confirm that you understand and agree with those policies. Likewise, if our Website is linked or referenced in someone else's website or social media, we are not liable for any information provided on or through their website or social media as it is not under our control in any way whatsoever.

## **No Guarantees**

You agree that Nutrition NP has not made any guarantees about the results of taking any action, whether recommended on or in this Website or not. This Website provides educational and informational resources that are intended to help users of this Website succeed in health or otherwise. You nevertheless recognize that your ultimate success or failure will be the result of your own efforts, your particular situation, and innumerable other circumstances beyond the control and/or knowledge of Nutrition NP and any individuals associated with Nutrition NP.

You also recognize that prior results do not guarantee a similar outcome. Thus, the results obtained by others - whether clients of Nutrition NP or otherwise - applying the principles set out in this Website, its contents, products and/or services are no guarantee that you or any other person or entity will be able to obtain similar results.

Any testimonials or examples shown through the Website are truthful reports stated by real people, but they do not guarantee or promise in any way that you might achieve the same outcome as each situation varies.

## **User's Personal Responsibility and Assumption of Risk**

We have done our best to ensure that the Website and its contents are accurate and provide valuable information, but we cannot guarantee the accuracy of such information. Neither Nutrition NP nor any of its owners, officers, managers, members, employees, or contractors are responsible for any errors or omissions on or in this Website or for any damage you may suffer as a result of failing to seek competent advice from a professional who is familiar with your situation.

By accessing this Website and its contents in any way you accept personal responsibility for the results of your actions. Nutrition NP is not responsible for your personal actions or choices before, during or after use of our Website. Notwithstanding any limitations by law, your use,

misuse or non-use of any information on this Website is at your own risk, and you agree to take full responsibility for any harm or damage you suffer as a result of your use, misuse or non-use, of the information available on or in this Website and to absolve Nutrition NP of any liability or loss that you, your business, or your family, children or heirs (if applicable) or any other person, may incur.

Additionally, you acknowledge that when making your own decisions and taking any actions or implementing anything suggested on this Website, which is all information and education, you are using your own judgment and conducting your own due diligence and assessment of risk, and you are voluntarily making those decisions with the full awareness that there may be risk involved.

### **Termination and Access Restriction**

Nutrition NP reserves the right, in its sole discretion, to refuse or terminate your access to the Website, in full or in part, at any time without notice. In the event of cancellation or termination, you are no longer authorized to access the part of the Website affected by such cancellation or termination. The restrictions imposed on you in these Terms & Conditions with respect to the Website will still apply even after such termination.

### **No Warranties**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WEBSITE AND ALL INFORMATION ON AND IN THE WEBSITE, AND ITS CONTENT, PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

NUTRITION NP MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ABOUT THE ACCURACY, COMPLETENESS, RELIABILITY, AVAILABILITY, TIMELINESS, SUITABILITY AND APPROPRIATENESS OF OUR WEBSITE AND ITS CONTENTS FOR ANY PURPOSE.

NUTRITION NP MAKES NO WARRANTIES REGARDING THE PERFORMANCE OR OPERATION OF THIS WEBSITE, ITS CONTENTS, ITS PRODUCTS, OR ITS SERVICES. FURTHERMORE, NUTRITION NP MAKES NO WARRANTIES THAT THE WEBSITE OR ANY OF ITS CONTENT, PRODUCTS, SERVICES OR FUNCTIONS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY PART OF THIS WEBSITE, ITS CONTENT, ITS PRODUCTS AND ITS SERVICES OR THE SERVERS THAT MAKE IT AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE WEBSITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. THE WEBSITE, ITS CONTENTS AND ITS SERVICES ARE CONTINUALLY UNDER DEVELOPMENT. NUTRITION NP AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES TO THE WEBSITE, ITS CONTENTS, PRODUCTS, AND ITS SERVICES AT ANY TIME.

NUTRITION NP FURTHER MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE USE OR THE RESULTS OF THE USE OF THIS WEBSITE OR ANY OF ITS CONTENT, PRODUCTS OR SERVICES OR ON THIRD-PARTY WEBSITES IN TERMS OF THEIR CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY OR OTHERWISE.

### **Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES, SHALL NUTRITION NP, ITS OWNERS, MANAGERS, MEMBERS, EMPLOYEES, CONTRACTORS, AFFILIATES OR SUPPLIERS, BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, EQUITABLE OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOSS OF USE, DATA OR PROFITS, OR ANY OTHER DAMAGES WHATSOEVER, ARISING FROM YOUR USE OF, OR INABILITY TO USE, THIS WEBSITE OR ITS CONTENTS OR ANY WEBSITE OR CONTENT LINKED FROM THIS WEBSITE. THIS LIMITATION OF LIABILITY APPLIES TO ALL CAUSES OF ACTION, WHETHER BASED IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORIES, EVEN IF NUTRITION NP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF NUTRITION NP, ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AFFILIATES AND SUPPLIERS IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT NUTRITION NP, ITS OWNERS, MEMBERS, MANAGERS, EMPLOYEES, CONTRACTORS, AFFILIATES AND SUPPLIERS ARE NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE WEBSITE, ITS CONTENT, ITS PRODUCTS OR ITS SERVICES, OR WITH ANY OF THIS DISCLAIMER, THE WEBSITE TERMS & CONDITIONS, OR THE WEBSITE PRIVACY POLICY, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEBSITE, ITS CONTENT, ITS PRODUCTS AND ITS SERVICES.

BY USING OR VIEWING THIS WEBSITE AND ITS CONTENTS, YOU AGREE TO THIS LIMITATION OF LIABILITY AND RELEASE NUTRITION NP, ITS OWNERS, MEMBERS, MANAGERS, EMPLOYEES, CONTRACTORS, AFFILIATES AND SUPPLIERS FROM ANY AND ALL CLAIMS.

### **Jurisdiction/Governing Law**

This Website (excluding any linked sites) is controlled by Nutrition NP from its offices within the State of California, United States of America. It can be accessed from all fifty states, as well as from other countries around the world. As each of these places has laws that may differ from those of California, by accessing this Website, Nutrition NP and you both agree that the statutes and laws of the State of California, without regard to the conflict of laws principles thereof, will apply to all matters relating to the use of this Website.



The nearest state and federal court to San Diego, California shall have exclusive jurisdiction over any case or controversy arising from or relating to this Website, including but not limited to the Privacy Policy or these Terms & Conditions. By using this Website, you hereby submit to the exclusive jurisdiction and venue of these courts and consent irrevocably to personal jurisdiction in the state and federal courts sitting in San Diego County, California with respect to such matters and any other dispute relating to the Website, and you waive any defense of forum non conveniens.

In any action to enforce these terms, the prevailing party will be entitled to attorneys' fees and costs. Any cause of action brought by you against Nutrition NP or its affiliates must be instituted within one year after the cause of action arises or be deemed forever waived and barred.

## **International Users**

The Website is controlled, operated and administered by Nutrition NP from our offices in the United States. Nutrition NP does not represent that the materials on this Website are appropriate or available for use in other locations. If you access the Website from a location outside the United States, you are responsible for compliance with all local laws. You agree that you will not use the Website and its contents in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

## **Indemnification**

You agree to defend, indemnify and hold harmless Nutrition NP and its owners, officers, directors, employees, contractors, affiliates and suppliers, from and against any and all claims, damages, obligations, losses, liabilities, costs, debt and expenses (including but not limited to attorney's fees) arising from or in connection with: (i) your use of this Website in violation of these Terms & Conditions, (ii) any breach by you of these Terms & Conditions or any representation and warranty made by you herein, (iii) any comment, post, or material you submit to this Website, (iv) your use of materials or features available on this Website (except to the extent a claim is based upon infringement of a third-party right by materials created by Nutrition NP or (v) a violation by you of applicable law or any agreement or terms with a third party to which you are subject. Nutrition NP reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Nutrition NP in asserting any available defenses.

## **Severability**

If any portion of these Terms & Conditions is construed to be invalid, void or unenforceable for any reason, then that provision shall be deemed severable from these Terms & Conditions and it shall not affect the validity or enforceability of the remainder of the Terms & Conditions which shall be given full force and effect.

## **Waiver**

Any failure by Nutrition NP to enforce or exercise any provision of these Terms & Conditions shall not constitute a waiver of that right or provision and shall not be construed as a waiver of any subsequent breach by you.

## **Disclosure Policy**

Nutrition NP believes in honesty. As noted on the Website, we may receive a commission if you purchase products from our online supplement dispensary retailer Fullscript. If we link to or offer any other content, products or services for which we receive a commission, we will provide an applicable disclosure near such link or offer content.

As a policy, Nutrition NP will only affiliate with products and services that we believe will provide value to our customers and followers. Even though we may receive compensation, we always give our honest opinions, findings, beliefs, or experiences on those topics or products. With respect to Fullscript specifically, we choose to provide this service so that we know you are receiving the highest quality products that are not contaminated and contain the levels of the ingredients they are supposed to contain from manufacturers who have gained our confidence through considerable research and experience.

While we are committed to only affiliating with products and services that we believe will provide value, we make no warranties, guarantees, or representations as to the effectiveness or safety of said products or services or to statements of such third parties. As a visitor of the Website, you recognize that it remains your personal responsibility to investigate whether any such products or services are right for your personal circumstances and whether they will benefit you. You will not rely on any recommendation, reference, or information provided by us on this Website but will instead conduct your own investigation and will rely upon your investigation to decide whether to purchase the product or service. Any product claim, statistic, quote or other representation about a product or service may have been provided to Nutrition NP by a third party and you should verify it with the manufacturer, provider or party in question before relying on it.

## **Contact Us**

If you have any questions about these Terms & Conditions, please contact us at [Christina@NutritionNP.com](mailto:Christina@NutritionNP.com).