

Terms of Service

Effective as of September 12, 2017

Welcome. The following terms of service (the “Terms of Service”) apply when you (“you” or the “User”) view or use any of the Nutritional Therapy Hub LLC (referred to herein as “Nutritional Therapy Hub,” “NTHub,” “Company,” “our,” or “us”) websites, including nutritionaltherapyhub.com or any of our web or mobile applications (collectively, the “Services”). Please review the following Terms of Service carefully. By accessing or using the Service, you signify your agreement to these Terms of Service. If you do not agree to these Terms of Service, you may not access or use the Service

ABOUT THE SERVICE

The Service allows you to engage in virtual nutritional and wellness related coaching and advisory services. The content of the Services is for your personal and non-commercial use. You may only use the Services in accordance with these Terms of Services, and may not use the Services to engage in any unlawful activity or fraudulent purpose or to infringe on the rights of Nutritional Therapy Hub or others.

REGISTRATION; PERMITTED USERS

If you want to access and use the Services, you must create an account (“Account”). It’s important that you provide us with accurate, complete and up-to-date information for your Account. If you don’t, we might have to suspend or terminate your Account. You agree that you won’t disclose your Account password to anyone and you’ll notify us immediately of any unauthorized use of your Account. You’re responsible for all activities that occur under your Account, whether or not you know about them. We are committed to protecting the privacy of children and have no intention of collecting personal information from individuals under the age of 18. If you are under the age of 18, do not submit personal information to the Services without the consent of your parent or guardian. Children under the age of 13 are not permitted to use the Services.

ONLINE CONTENT DISCLAIMER

Opinions, advice, statements, offers, or other information or content made available through the Services, but not directly by the Company, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. The Company does not guarantee the accuracy, completeness, or usefulness of any information on the Services and neither does the Company adopt nor endorse, nor is the Company responsible for, the accuracy or reliability of any opinion, advice, or statement made by parties other than the Company. The Company takes no responsibility and assumes no liability for any User Content that you or any other User or third party posts or sends over the Services. Under no circumstances will the Company be responsible for any loss or damage resulting from anyone’s reliance on information or other content posted on the Services, or transmitted to Users. Though the Company strives to enforce these Terms of Services, you may be exposed to User Content (defined below) that is inaccurate or objectionable. The Company reserves the right, but has no obligation, to monitor the materials posted in the public areas of the service or to limit or deny a User’s access to the Service or take other appropriate action if a User violates these Terms of Service or engages in any activity that violates the rights of any person or entity or which we deem unlawful, offensive, abusive, harmful or malicious. The Company shall have the right to remove any such material that in its sole opinion violates, or is alleged to violate, the law or this agreement of which might be offensive, or that might violate the rights, harm, or threaten the safety of Users or others. Unauthorized use may result in criminal and/or civil prosecution under Federal, State and local law. If you become aware of misuse of our Services, please contact us at: info@nutritionaltherapyhub.com

NOT MEDICAL ADVICE

Though Users may seek and access medical advice through the Services, the Services themselves, and all related content, do not consist of, nor provide, medical advice and are not a substitute for medical advice. Results, such as those based on diet protocols or projected weight loss, may vary. Always seek the advice of a licensed medical provider before undertaking any weight loss plan or protocol. A Nutritional Therapist is trained to evaluate your nutritional needs and make recommendations of dietary change and nutritional supplements. A Nutritional Therapist is not trained to provide medical diagnoses, and no comment or recommendation should be construed as being a medical diagnosis. Since every human being is unique, we cannot guarantee any specific result from our programs. If you suffer from a medical or pathological condition, you need to consult with an appropriate healthcare provider. A Nutritional Therapist is not a substitute for your

family physician or other appropriate healthcare provider. A Nutritional Therapist is not trained nor licensed to diagnose or treat pathological conditions, illnesses, injuries, or diseases. Reliance on any information provided by or found on the Services is purely at your own risk. To the extent Users access advice through the Services, the provider is solely responsible for all advice, protocols, supplements, lifestyle changes or other exchanges that may occur between such nutritional therapy provider and User. NTHub is not liable for any action or inaction of such provider, regardless of whether a User accesses such provider through the Services.

TERM AND TERMINATION

The term of this Agreement will begin upon your successful registration for the Service and will continue indefinitely unless terminated by either party as permitted herein.

The Company may suspend or terminate your access to the Service if you (a) breach any term of this Agreement, or (b) engage in any conduct that the Company determines in its discretion may have an adverse effect on the Company or its reputation. Upon termination, you will no longer have access to the Service or the health coaches, mobile application or content provided through the Services. In addition to termination, Company reserves the right to pursue any and all remedies available to it.

FEES

Services fees for the Term will be paid in accordance with your registration confirmation. You acknowledge that access to the Service may be suspended until payment is received in full. All Service Fees are exclusive of any tax, levy, or similar governmental charge that may be assessed. You are solely responsible for all taxes based upon the provision, sale or use of the Services, excluding any taxes based on the Company's net income.

CLIENT PAYMENT TRANSACTIONS

When clients purchase consultation credits, they are subject to current Paypal fees. These transaction fees are automatically reflected on the practitioner's "My Finance" page. By agreeing to the Terms and Conditions, Practitioner agrees to these transaction fees. The Nutritional Therapy Hub is not responsible for any part of the payment transactions that occur between Practitioner and their Client, including but not limited to consultation payments, refunds, or partial refunds.

SERVICE ACCESS AND CHANGES

We reserve the right to withdraw or amend this Service or materials we provide in connection with the Service, in our sole discretion. We will not be liable if for any reason all or any part of the Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Service, or the entire Service to users. We also may update the content on this Service from time to time, and we make reasonable efforts to maintain current information. However, we cannot guarantee that the content is complete or up-to-date.

USE RESTRICTIONS

Your Permissions to use the Services is conditioned upon the following. You agree that you will not, under any circumstances:

1. post any information that is abusive, threatening, obscene, defamatory, libelous,
2. use the Services for any unlawful purpose or for the promotion of illegal activity,
3. attempt to, or harass, abuse or harm another person or group;
4. use another User's Account without permission;
5. provide false or inaccurate information when registering an Account;
6. interfere or attempt to interfere with the proper functioning of the Services; or racially, sexually, religiously, or otherwise objectionable and offensive activities;
7. make any automated use of the Services, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure; by pass any robot exclusion headers or other measures we take to restrict access to publish or link to malicious content intended to damage or disrupt another User's Services or use any software, technology, or device to scrape, spider, or crawl the Services or harvest or manipulate data; or browser or computer.

Further, when transmitting and submitting any User Content (as defined below) while using the Services, you agree as follows:

1. You are solely responsible for your account and the activity that occurs while signed in to or while using your account;
2. You will not post information that is malicious, false or inaccurate;
3. You will not submit content that is copyrighted or subject to third party proprietary rights, including privacy, publicity, trade secret, etc., unless you are the owner of such rights or have the appropriate permission from their rightful owner to specifically submit such content; and
4. You hereby affirm we have the right to determine whether any of your User Content submissions are appropriate and comply with these Terms of Service, remove any and/or all of your submissions, and terminate your Account with or without prior notice.

You understand and agree that any liability, loss or damage that occurs as a result of the use of any User Content that you make available or access through your use of the Services is solely your responsibility. The Company is not responsible for any public display or misuse of your User Content. The Company does not, and cannot, pre-screen or monitor all User Content. However, at our discretion, we, or technology we employ, may monitor and/or record your interactions with the Services.

INTELLECTUAL PROPERTY

As between you and NTHub, all content on the Services, including its appearance and look and feel, is owned by NTHub unless otherwise expressly indicated through the Services. You acknowledge and agree that we and our licensors retain ownership of all intellectual property rights of any kind related to the Services, including applicable copyrights, trademarks and other proprietary rights. You may not modify, copy, distribute, transmit, display, perform or create derivative works from the content, information or material on the Services. Other product and company names that are mentioned on the Services may be trademarks of their respective owners. We reserve all rights that are not expressly granted to you under these Terms of Service. Any NTHub trademarks, trade dress, service marks or trade names that appear on the Services or are referenced through the Services are the property of NTHUB and no license or other right to use such marks, names or dress shall be deemed granted to any User without the express written permission of NTHub.

USER CONTENT; LICENSE GRANT

You understand and acknowledge that you are solely responsible for all information, data, text, or other materials or content that you post, transmit privately or make public via the Services ("User Content") and that NTHub is not responsible or liable for this information. When you post, transmit or make information public through the Services, you grant NTHub a royalty-free, sub-licensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, publicly perform, publicly display, and make derivative works of all such User Content and your name, voice, and/or likeness as contained in your User Content, if applicable, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Services. You agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. The Company, however, reserves the right to remove any User Content from the Services at its discretion.

LINKS TO OTHER SITES AND/OR MATERIALS

As part of the Services, the Company may provide you with convenient links to third party website(s) ("Third Party Sites"), as well as content or items belonging to or originating from third parties (the "Third Party Applications, Software or Content"). These links are provided as a courtesy to our Users. The Company has no control over Third Party Sites and Third Party Applications, Software or Content or the promotions, materials, information, goods or services available on these Third Party Sites or Third Party Applications, Software or Content. Such Third Party Sites and Third Party Applications, Software or Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by the Company, and the Company is not responsible for any Third Party Sites accessed through the Site or any Third Party Applications, Software or Content posted on, available through or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party

Sites or the Third Party Applications, Software or Content. Inclusion of, linking to or permitting the use or installation of any Third Party Site or any Third Party Applications, Software or Content does not imply approval or endorsement thereof by the Company. If you decide to leave the Services and access the Third Party Sites or to use or install any Third Party Applications, Software or Content, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from our Services or relating to any applications you use or install from our Services.

COMMUNICATIONS IN ELECTRONIC FORM; NOTICE

For contractual purposes, you (a) consent to receive communications from the Company in an electronic form via the email address you have submitted; and (b) agree that all Terms of Service, agreements, notices, disclosures, and other communications that the Company provides to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing. The foregoing does not affect your non-waivable rights. We may also use your email address, to send you other messages including information about the Company and special offers. Communications made by you through the Services' e-mail and messaging system shall not constitute legal notice to the Company or any of its officers, employees, agents or representatives in any situation where notice to the Company is required by contract or any law or regulation to be in writing.

WARRANTY DISCLAIMER

THE SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICES INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SECURITY, ACCURACY AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, THE COMPANY MAKES NO WARRANTY OR REPRESENTATION THAT ACCESS TO OR OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR DOWNLOADING AND/OR USE OF FILES, INFORMATION, CONTENT OR OTHER MATERIAL OBTAINED FROM THE SERVICES. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF WARRANTY, SO THIS PROVISION MAY NOT APPLY TO YOU.

LIMITATION OF DAMAGES; RELEASE

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY, ITS AFFILIATES, DIRECTORS, OR EMPLOYEES, OR ITS LICENSORS OR PARTNERS, BE LIABLE TO YOU FOR ANY LOSS OF PROFITS, USE, OR DATA, OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, HOWEVER ARISING, THAT RESULT FROM (A) THE USE, DISCLOSURE, OR DISPLAY OF YOUR USER CONTENT; (B) YOUR USE OR INABILITY TO USE THE SERVICES; (C) THE SERVICES GENERALLY OR THE SOFTWARE OR SYSTEMS THAT MAKE THE SERVICES AVAILABLE; OR (D) ANY OTHER INTERACTIONS WITH THE COMPANY OR ANY OTHER USER OF THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF LIABILITY, SO THIS PROVISION MAY NOT APPLY TO YOU.

If you have a dispute with one or more Users or a merchant of a product or service that you review using the Services, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. If you are a California resident, you waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

MODIFICATION OF TERMS OF USE

We can amend these Terms of Use at any time and will update these Terms of Service in the event of any such amendments. It is your sole responsibility to check the Services from time to time to view any such changes in the Agreement. If you continue to use the Services, you signify your agreement to our revisions to these Terms of Service. However, we will notify you of material changes to the terms by posting a notice on our homepage and/or sending an email to the email address you provided to us upon registration. For this additional reason, you should keep your contact and profile information current. Any changes to these Terms (other than as set forth in this paragraph) or waiver of the Company's rights hereunder shall not be valid or effective except in a written agreement bearing the physical signature of an officer of the Company. No purported waiver or modification of this Agreement by the Company via telephonic or email communications shall be valid.

PRIVACY POLICY

The Company respects the privacy of our Users. Please refer to the Company's Privacy Policy which explains how we collect, use, and disclose information that pertains to your privacy. When you access or use the Services, you signify your agreement to this Privacy Policy.

GENERAL TERMS

If any part of this Agreement is held invalid or unenforceable, that portion of the Agreement will be construed consistent with applicable law. The remaining portions will remain in full force and effect. Any failure on the part of the Company to enforce any provision of this Agreement will not be considered a waiver of our right to enforce such provision. Our rights under this Agreement will survive any termination of this Agreement. You agree that any cause of action related to or arising out of your relationship with the Company must commence within ONE year after the cause of action accrues. Otherwise, such cause of action is permanently barred. These Terms of Service and your use of the Services are governed by the federal laws of the United States of America and the laws of the State of MT without regard to conflict of law provisions.

The Company may assign or delegate these Terms of Service and/or the Company's Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under the Terms of Service or Privacy Policy without the Company's prior written consent.

YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE, UNDERSTAND THE TERMS OF USE, AND WILL BE BOUND BY THESE TERMS AND CONDITIONS. YOU FURTHER ACKNOWLEDGE THAT THESE TERMS OF USE TOGETHER WITH THE PRIVACY POLICY REPRESENT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US AND THAT IT SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

CONTACT INFORMATION: If you have any questions about these Terms of Service or the Services, please contact NTHub at info@nutritionalthub.com.