

Enlitened Nutrition, LLC  
Terms and Conditions  
Date last updated: March 17, 2020

**NOTICE: These Terms and Conditions of Use are legally binding. It is your responsibility to read these Terms and Conditions of Use carefully prior to purchase, use or access of any of our products, including online courses.**

### **General Provisions**

This website is owned and operated by Enlitened Nutrition, LLC a New Jersey company. You must be at least sixteen years of age to use our website. Use of this website is at your own risk. We host our site on a reputable platform and take reasonable efforts to maintain and host the site. However, we make no explicit representations or warranties as to the safety or your individual use of the website.

We reserve the right to update and change these Terms and Conditions of Use at any time, and will update them accordingly with the 'date last updated' at the top of this page.

You are legally bound to these Terms and Conditions of Use whether or not you have read them. If You do not agree with any of our Terms and Conditions of Use, please email us at [kimarnold@enlitenednutrition.com](mailto:kimarnold@enlitenednutrition.com) and we will make reasonable efforts to remove your name, email and access to our Offering and website(s).

### **Intellectual Property Notice**

All images, text, designs, graphics, trademarks and service marks are owned by and property of Enlitened Nutrition, LLC, or the properly attributed party. It is a violation of federal law to use any of our intellectual property in whole or in part, and modification of any materials contained on this site is illegal and may be prosecuted to the fullest extent permissible should we choose to do so, including asking for financial penalties (damages) and/or an injunction forcing you to stop using our intellectual property immediately.

You may **NOT** use our intellectual property in any way, which includes republishing any text, image, design or other property on another website, or posting a quote or image from our site to any third party website including social media.

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committed infringement in a manner that materially harms us, and we have the right to seek damages and/or an injunction to remedy the situation until we are made whole.

**You may:**

- Access the Offering for Your personal use.
- Download and/or print any Offering materials for your personal use in your business (if additional members of Your team need to download and/or print any materials from the Offering, You must purchase additional Offerings at one per each team member)
- Use our intellectual property with Our consent and proper credit and marking, namely, citing Enlitened Nutrition, LLC as the source of the materials

**You may not:**

- Re-sell or trade Your access to the Offering
- Share the Offering with anyone else who has not yet purchased it or opted in to receive it
- Reprint or republish any of the Offering, in part or in whole
- Distribute any of the materials contained in the Offering or related materials and/or communications as your own, otherwise known as stealing
- Reproduce and tweak any part or whole of the Offering for distribution as your own work
- Use our Offering or any related materials and/or communications in an unlawful way or for any illegal or unlawful purpose(s)

**Request for Permission to Use Content**

If you wish to use, publish or access any of our content, Offering(s) or related materials, You must do so by requesting permission prior to commencing use of the same by emailing Us at [kimarnold@enlitenednutrition.com](mailto:kimarnold@enlitenednutrition.com)

**Your Materials and Contributions**

By submitting a comment, photo, video or other material(s) onto any website or platform owned or maintained by Us, including but not limited to third party access sites, such as Our Facebook group(s) or online software platforms that we use to distribute Our Offering and related materials, you agree that we have a non-revocable, commercial license to re-publish your submission in whole or in part unless you explicitly state that We may not do so with said submission.

**Notification of Use**

We are not obligated to notify You or anyone in photographs of Our publication or other use of any image or images you submit by default or voluntarily.

**Security and Assumption of Risk**

**Security**

It is Your responsibility to secure your username and password from theft or any other means of unauthorized use that would violate these Terms and Conditions of Use. We do not store any whole credit card numbers or payment information, and instead, these are processed through third party processors such as Stripe or Square. By utilizing these payment processors to gain access to the Offering, You indemnify Us and instead assume any and all risk or liability for the security of the payment details, and agree to be bound by the third party payment processor's applicable terms and conditions of use.

**Assumption of Risk**

By accessing our Offering and/or related materials, whether paid or unpaid, you assume all the risk of your access and any subsequent actions you choose to take as a result of the influence, information or educational materials provided to You.

### **Your Communications**

Any communications made through our 'contact,' blog, blog comments, newsletter sign up or other related pages, or directly to our phones or mailing or email addresses is not held privileged or confidential and is subject to viewing and distribution by third parties. We own any and all communications displayed on our website, servers, comments, emails or other media as allowed by United States law, and will not give credit or pay royalties for unsolicited user-generated content such as blog comments or emails. For more information on when and how we store and use your communications or any data provided by you in those communications, please refer to our Privacy Policy.

We maintain a right to republish any submission in whole or in part as reasonably necessary in the course of our business. You agree not to submit any content or communications that could be illegal or serve an unlawful purpose, including, but not limited to communications that are potentially libelous or maliciously false, obscene, abusive, negligent or otherwise harmful or inappropriate

### **Disclaimer**

You agree that You understand individual outcomes will vary. Case studies or testimonials are not indicative of typical results. Each individual approaches our Offering(s) with different backgrounds, disposable income levels, motivation and other factors that are outside of Our control. Therefore, we cannot guarantee Your success merely upon access or purchase of our Offering(s) or related material(s).

### **Third Party Disclaimer**

You acknowledge and agree that we are not liable for any defamatory, offensive or illegal conduct of any other participant or user, including you.

### **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.

## **Errors and Omissions**

We make no warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information in our Offering(s). We are not liable for any inaccuracies, errors or reliance on personal opinions contained in our Offering(s) or related material(s).

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

### **Indemnification**

You agree at all times to 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 Offering(s) .

### **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 in relation to our Offering(s). We do not assume liability for any third party conduct, accidents, delays, harm or other detrimental or negative outcomes as a result of Your access of our Offering(s) and related material(s)

### **Affiliates**

This site may use affiliate links to sell certain products or services. We disclaim any and all liability as a result of your purchase through one of these links. We will use reasonable efforts to notify you when and where we have placed affiliate links in addition to this disclaimer located in these Terms & Conditions. You accept express liability for any and all consequences or benefits of clicking the affiliate links contained on this website or related communications.

### **Termination**

If at any time we feel you have violated these Terms and Conditions, then we shall immediately terminate your use of our website and any related communications as we deem appropriate. It is within our sole discretion to allow any user's access of our website, and we may revoke this access at any time without notice, and if necessary, block your IP address from further visits to our site(s).

## **Financial Considerations**

### **Cancellation Policy**

Please be advised that our practice has established a cancellation policy such that clients must give notice 24 hours in advance of their appointment.

The terms of the cancellation policy are as such:

- PROGRAM PARTICIPATION (EX: 3 month & 6 week programs): If cancelling within 24 hours but before the appointment window, clients will have the opportunity to reschedule their appointment within 1 week without penalty. Sessions not rescheduled within 1 week, will be charged a fee of \$25 but will not forfeit their session. No-shows will be charged a fee of \$25, however will not forfeit their session in the program.

- **MONTHLY MEMBERSHIPS:** If cancelling within 24 hours but before the appointment window, clients will have the opportunity to reschedule their appointment within 1 week. Sessions not rescheduled within 1 week and no-shows forfeit that session which is included in their package.
- **INDIVIDUAL SESSIONS:** If cancelling within 24 hours but before the appointment window, clients will be charged a fee of \$25. No-shows will be charged the full out-of-pocket fee for their appointment.

Fees will automatically be charged to the credit card on file.

We do understand that life can be unpredictable and may choose to waive the fee the FIRST TIME only. If you have any questions about this notice, please contact us at [kimarnold@enlightenednutrition.com](mailto:kimarnold@enlightenednutrition.com).

### **Recurring Payments**

If you have signed up for a payment plan, You hereby authorize our continued access to your financial information stored by our third party financial processing company referenced in this Agreement until your payment plan is complete, as set forth in Your acceptance of the purchase terms upon checkout.

### **Dispute Resolution**

If You and our Company cannot find a resolution to a dispute or potential claim by means of good-faith negotiation, then You explicitly agree to make a reasonable attempt to resolve any such dispute through Alternative Dispute Resolution or Mediation before filing a civil cause of action.

### **Non-Disparagement**

If you are found to be slandering, libeling or otherwise disparaging our Company, Offering(s) or related materials at our discretion, You will be immediately removed from the Offering(s) and any related communications. We reserve the right to file a civil claim of action against You for any such damaging actions You take that materially harm our Company.

### **Severability**

If any part of these Terms and Conditions or our Privacy Policy is deemed unlawful and/or unenforceable, all other provisions contained herein will remain in full force and effect

### **Force Majeure.**

We are not liable for an inability to deliver the Program/Course/content due to a force majeure, whether an act of God or foreseen/unforeseen human-initiated circumstance, health or travel restrictions, quarantines or precautions imposed by any government entity or agency, local, state or federal law or ordinance, or any other act or circumstance outside of our control.

### **Law and Jurisdiction**

These Terms, Conditions and our Privacy Policy are governed by and construed in accordance with United States law. Any dispute arising out of or related to the information contained herein is subject to adjudication in the state of New Jersey, United States.

**Consent**

By using our website, you hereby consent to our Terms and Conditions of Use.

If you require any more information or have any questions about our Terms and Conditions of website use, or our Privacy Policy, please feel free to contact us by email at [kimarnold@enlitenednutrition.com](mailto:kimarnold@enlitenednutrition.com).

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**Contact**

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