

## **TERMS OF SERVICE**

No Weigh Nutrition, LLC

**BY VISITING [noweighnutrition.com](http://noweighnutrition.com) YOU ARE CONSENTING TO OUR TERMS OF SERVICE.**

### **OVERVIEW**

By using [noweighnutrition.com](http://noweighnutrition.com), referred to as this “Site”, all visitors, referred to as “user”, “you” and “your” are bound by these Terms of Service. The terms “we,” “us,” and “our” refer to No Weigh Nutrition (the “Company”), owner of [noweighnutrition.com](http://noweighnutrition.com). Accessing this Site constitutes a use of the Site and an acceptance to the Terms provided herein.

By using the Site, you agree to these Terms of Service, without modification, and acknowledge reading them. We reserve the right to change these Terms of Service or to impose new conditions on use of the Site, from time to time, in which case we will post the revised Terms of Service on this Site. By continuing to use the Site after we post any such changes means you accept the new Terms of Service with the modifications.

### **SITE USE**

To access or use the Site, you must be 18 years or older and have the requisite power and authority to enter into these Terms of Service.

In order to use the Site, you may be required to provide information about yourself including your name, email address, and other personal information. You agree that any registration information you give to the Company will always be accurate, correct and up to date. You must not impersonate someone else or provide account information or an email address other than your own. Your account must not be used for any illegal or unauthorized purpose. You must not, in the use of the Site, violate any laws in your jurisdiction.

You may use the Site for lawful purposes only. You shall not post or transmit through the Site any material which violates or infringes the rights of others, or which is threatening, abusive, defamatory, libelous, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, contains injurious formulas, recipes, or instructions, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law.

## **PURCHASE AND REFUND POLICY**

By clicking “Buy Now,” “Purchase,” or any other phrase on the purchase button, or entering your credit card information, or otherwise enrolling, electronically, verbally, or otherwise, you (“Client”) agree to be provided with products, programs, or services by the Company unless a separate Terms of Purchase Agreement is provided at purchase. No refunds will be given for any products purchased online.

## **No Weigh Nutrition, LLC INTELLECTUAL PROPERTY**

The Site may contain intellectual property owned by No Weigh Nutrition, LLC, including, without limitation, trademarks, copyrights, proprietary information and other intellectual property as well as the No Weigh Nutrition/noweighnutrition.com name, logo, all designs, text, graphics, photographs, other files, and the selection and arrangement thereof.

You may, view, print and/or download one copy of the Materials from this web site on any single computer solely for your personal, informational, non-commercial use, provided you keep intact all copyright and other proprietary notices.

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 Site content or intellectual property, in whole or in part without our prior written consent. We reserve the right to immediately remove you from the Site, without refund, if you are caught violating this intellectual property policy.

## **LIMITATION OF LIABILITY**

**YOU AGREE THAT UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR ANY OTHER DAMAGES ARISING OUT OF YOUR USE OF THE SITE OR SERVICE. ADDITIONALLY, No Weigh Nutrition, LLC IS NOT LIABLE FOR DAMAGES IN CONNECTION WITH (I) ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, DENIAL OF SERVICE, ATTACK, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE; (II) LOSS OF REVENUE, ANTICIPATED PROFITS, BUSINESS, SAVINGS, GOODWILL OR DATA; AND (III) THIRD PARTY THEFT OF, DESTRUCTION OF, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF YOUR INFORMATION OR PROPERTY, REGARDLESS OF OUR NEGLIGENCE,**

**GROSS NEGLIGENCE, FAILURE OF AN ESSENTIAL PURPOSE AND WHETHER SUCH LIABILITY ARISES IN NEGLIGENCE, CONTRACT, TORT, OR ANY OTHER THEORY OF LEGAL LIABILITY. THE FOREGOING APPLIES EVEN IF THE No Weigh Nutrition, LLC HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN THE DAMAGES. IN THOSE STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR THE DAMAGES, OUR LIABILITY IS LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY LAW. IN NO EVENT SHALL No Weigh Nutrition, LLC CUMULATIVE LIABILITY TO YOU EXCEED \$100.**

### **THIRD PARTY RESOURCES**

The Site may contain links to third-party websites and resources. You acknowledge and agree that we are not responsible or liable for the availability, accuracy, content or policies of third party websites or resources. Links to such websites or resources do not imply any endorsement by or affiliation with the Company. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

### **INDEMNIFICATION**

You shall indemnify and hold us harmless from and against any and all losses, damages, settlements, liabilities, costs, charges, assessments and expenses, as well as third party claims and causes of action, including, without limitation, attorneys' fees, arising out of any breach by you of any of these Terms of Service. You shall provide us with such assistance, without charge, as we may request in connection with any such defense, including, without limitation, providing us with such information, documents, records and reasonable access to you, as we deem necessary. You shall not settle any third party claim or waive any defense without our prior written consent.

### **RELEASE OF CLAIMS**

In no event will the Company be liable to any party for any type of direct, indirect, special, incidental, or consequential damages for any use of or reliance on our Site or its Content. You hereby release the Company from any and all claims including those related to personal or business interruptions, misapplication or information, or any other loss, condition, or issue.

### **ONLINE COMMERCE**

Certain sections of the Site or its Content may allow you to make purchases from us or from other merchants. If you make a purchase from us on or through our Website or its Content, all information obtained during your purchase or transaction and all of the information that you give as part of the transaction, such as your name, address, method of payment, credit card number, and billing information, may be collected by both us, the merchant, and our payment processing company.

Your participation, correspondence or business dealings with any affiliate, individual or company found on or through our Website, all purchase terms, conditions, representations or warranties associated with payment, refunds, and/or delivery related to your purchase, are solely between you and the merchant. You agree that we shall not be responsible or liable for any loss, damage, refunds, or other matters of any sort that incurred as the result of such dealings with a merchant.

We have no responsibility or liability for these independent policies of the payment processing companies and Merchants. In addition, when you make certain purchases through our Site or its Content, you may be subject to the additional terms and conditions of a payment processing company, Merchant or us that specifically apply to your purchase. For more information regarding a Merchant and its terms and conditions that may apply, visit that merchant's Website and click on its information links or contact the Merchant directly.

You release us, our affiliates, our payment processing company, and merchants from any damages that you incur, and agree not to assert any claims against us or them, arising from your purchase through or use of our Website or its Content.

## **GOVERNING LAW; VENUE; MEDIATION**

This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska within the United States of America, regardless of the conflict of laws principles thereof.

If a dispute is not resolved first by good-faith negotiation between the parties to this Agreement, any controversy or dispute to this Agreement will be submitted to the American Arbitration Association. The arbitration shall occur within ninety (90) days from the date of the initial arbitration demand and shall take place in Lincoln, Nebraska or via telephone. The Parties shall cooperate in exchanging and expediting discovery as part of the arbitration process and shall cooperate with each other to ensure that the arbitration process is completed within the ninety (90) day period. The written decision of the arbitrators (which will provide for the payment of costs, including

attorneys' fees) will be absolutely binding and conclusive and not subject to judicial review, and may be entered and enforced in any court of proper jurisdiction, either as a judgment of law or decree in equity, as circumstances may indicate.

## **SEVERABILITY**

If any term, provision, covenant, or condition of this Agreement is held by an arbitrator or court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

## **ASSIGNMENT**

These Terms of Service bind and inure to the benefit of the parties' successors and assigns. These Terms of Service are not assignable, delegable or otherwise transferable by you. Any transfer, assignment or delegation by you is invalid.

## **ENTIRE AGREEMENT; WAIVER; HEADINGS**

This Agreement constitutes the entire agreement between you and No Weigh Nutrition, LLC pertaining to the Site and supersedes all prior and contemporaneous agreements, representations, and understandings between us. No waiver of any of the provisions of this Agreement by No Weigh Nutrition, LLC shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by No Weigh Nutrition, LLC. The subject headings of this Agreement are included for convenience only and shall not affect the construction or interpretation of any of its provisions.

If you have any questions or concerns regarding these Terms of Service, please email: [marycate@noweighnutrition.com](mailto:marycate@noweighnutrition.com).

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