

ONLINE TERMS & CONDITIONS OF USE

1. Introduction

Jessica White, MScFN, RD, o/a NutriVice® (“NutriVice®,” “we,” or “us”) provides on-line individual and group counselling, presentations, and self-guided course materials, designed to instruct, lead and inspire individuals and teams to develop and follow nutritional regimes designed to enhance wellness and athletic performance. These services, accessed through this website (the “Site”), are referred to as the “Services.” The Site and Services are made available to you only under the following terms and conditions (the “Terms”).

PLEASE READ THE TERMS CAREFULLY. BY ACCESSING THE SITE OR BY USING THE SERVICES, YOU ACKNOWLEDGE AND REPRESENT THAT YOU (A) HAVE READ THESE TERMS, (B) UNDERSTAND THEM, (C) AGREE TO BE BOUND BY THEM, AND (D) ARE AT LEAST 18 YEARS OLD. IF YOU DO NOT AGREE TO ANY OF THE TERMS BELOW, WE ARE UNWILLING TO GRANT YOU ACCESS TO THE SITE OR THE SERVICES.

IF YOU ARE 13 TO 17 YEARS OF AGE, YOU MAY USE THIS SITE AND/OR THE SERVICES ONLY WITH THE KNOWLEDGE, CONSENT AND INVOLVEMENT OF YOUR PARENT OR GUARDIAN.

2. Acceptance

Having reviewed these Terms, or having been given the opportunity to do so, and by clicking on the “Continue” icon of the pop-up that opens when you enter the Site, you expressly consent to the Terms, the Privacy Policy, and to the Disclaimer.

3. Modification to Terms

These Terms are current to November 27, 2020. We may change these Terms from time to time. Each time you access this Site, the current version of this Terms will apply. Accordingly, each time you access this Site you should review any changes since the last time you accessed the Site. If you object to any such changes, your sole recourse will be to cease using the Site, and the Services. Continued use of the Site and the Services following posting of any such changes will indicate your acknowledgement of such changes and your agreement to be bound by the revised Terms.

4. Access to Our Online Services

(a) Access to Features of Online Services.

For so long as you agree to these Terms and abide by them, you may use the Site and the Services.

(b) General Restrictions on Use.

The rights granted to you by these Terms will remain in force only for so long as these Terms remain in effect. You may use the Site solely for the purposes of participating in the Services, as identified below. You further agree not to combine or integrate the Service with hardware, software

or other technology or materials not provided by us. You may not, directly or indirectly, modify or create any derivative product based on the Site or the Services. You may not, directly or indirectly, decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any component of the Site or the Services is compiled or interpreted, and nothing in these Terms should be interpreted as granting you any right to obtain or use source code.

(c) Code of Conduct

You agree not to use the Site or any of the Services in an unlawful way or for an unlawful or illegitimate purpose or in any manner that contravenes our policies, guidelines, rules or the Terms. This includes but is not limited to the following. You will not: post or transmit a message or information under a false identity for the purpose of misleading others or impersonating any entity, including, without limitation, any of our representatives; frame the Site, place pop-up windows over its pages, or otherwise affect the display of its pages; engage in unauthorized use of a credit card; post or transmit information that is unlawful, libelous, defamatory, obscene, fraudulent, predatory of minors, harassing, threatening or abusive to any person; post or transmit information that infringes or violates any of the intellectual property rights of others or the privacy or proprietary rights of others; attempt to disrupt the operation of our business through use of methods, including, but not limited to: viruses, Trojan horses, worms, time bombs, denial of service attacks, flooding, spamming or any other similar programs that may damage the operation of another's computing device or property; upload or transmit any unsolicited advertising, promotional materials, junk mail, spam, or any other form of solicitation, commercial or otherwise; use any of our tools and services in any manner that could damage, disable or impair our services or networks; attempt to gain unauthorized access to any user or client Accounts, or computer systems or networks, through hacking, password mining or any other means; use any robot, scraper, spider or script, or other automated or manual means to access any aspect of the Site for any purpose; or, harvest or otherwise collect information about others, including names, addresses, or e-mail addresses. You promise that any information that you voluntarily provide to us will be true, accurate, complete and current.

(d) Use of Third-Party Offerings.

You may be able to access websites, content or services provided by third-parties through links that are made available on the Site. We refer to all such websites, content, services and products as "Third-Party Offerings." For example, we may permit third parties to advertise their products and services on the Site, and those advertisements may contain links to the website(s) of the advertisers. Unless we otherwise inform you on the Site, your use of such Third-Party Offerings is not ordinarily required in order to access and/or use the Services. If you elect to use such Third-Party Offerings, you understand that your use of them will be subject to any terms and conditions required by the applicable third-party provider(s). You understand that we are not the provider of, and are not responsible for, any such Third-Party Offerings and that these Terms do not themselves grant you any rights to access, use or purchase any Third-Party Offerings.

(e) Ownership.

As between you and us, we and/or our clients, as applicable, retain all right, title and interest in and to the Site, the Services, and all related intellectual property rights. Unless you first obtain the copyright owner's prior written consent, you may not copy, distribute, publicly perform, publicly

display, digitally perform (in the case of sound recordings), or create derivative works from any copyrighted work made available or accessible via the Site or the Services.

Your feedback is welcome and encouraged. You agree, however, that (a) by submitting unsolicited ideas to us, you automatically forfeit your right to any intellectual property rights in those ideas; and (b) unsolicited ideas submitted to us or any of our employees or representatives automatically become our property.

(f) Right to Monitor.

We neither actively monitors general use of this Site under normal circumstances nor exercise editorial control over the content of any third party's website, e-mail transmissions, or other material created or accessible over or through this Site. However, we do reserve the right to monitor such use at any time as we deem appropriate and to remove any materials that, in our sole discretion, may be illegal, may subject us to liability, may violate these Terms, or are, in our sole discretion, inconsistent with our purposes for this Site.

5. Disclaimers, Limitations and Exclusions of Liability

(a) Disclaimer Regarding Site Content

The content of the Site is educational and informational in nature and is provided only as general information and is not medical or psychological advice, opinion, diagnosis, treatment or guarantee. The Site is not intended to create and does not constitute any professional relationship between us (or any of our officers, directors, trustees, employees, consultants, independent contractors, bloggers, experts, agents, volunteers, affiliates, or agents) and you, and does not create any doctor-patient or any other professional relationship with any of our independent contractors, experts or agents. The Site is not intended to solicit patients; and should not be relied upon as medical, psychological, or other professional advice of any kind or nature whatsoever. Even if those providing information via the Site display professional licensure or other credentials in the healing arts, or cite clinical trials or other nutritional literature, they are limited to providing information and education, and are not providing any clinical service via the Site. The information provided through the Site should not be used for diagnosing or treating a health problem or disease. The information contained in these communications is not comprehensive and does not include all the potential information regarding the subject matter, but is merely intended to serve as one resource for general and educational purposes.

(b) Disclaimer Regarding Services

We are not a medical services provider, and do not provide medical advice. Our Services are not intended to be, and must not be taken to be, the practice of medicine, psychology, or the provision of medical, psychological/mental health, or any other professional healthcare. Neither the information provided on the Site nor the Services is not a substitute for medical diagnosis, advice, or treatment, or other professional healthcare. If you have or suspect you may have a medical or psychological problem, you should consult your medical doctor or psychologist or appropriate healthcare provider. Never disregard or delay medical advice received from your licensed healthcare provider based on information on the Site or the Services. Always consult your physician, psychologist, or licensed healthcare provider before seeking any new treatment, or

before you alter, suspend, or initiate any change in your medical or psychological treatment, medication or herbal supplement, dietary routine, or procedure.

(c) Disclaimer Regarding Testimonials and Endorsements

Clients generally may not be expected to achieve the same or similar results as others who have used the Services and who have subsequently written or recorded testimonials or endorsements. We post testimonials for informational purposes only; we do not claim that anyone will experience the same or similar results as mentioned in those testimonials. Nor do we claim that a significant number of consumers may obtain similar results. Results experienced by any one individual who has written a testimonial or endorsement, is not necessarily what any given consumer should expect to experience. Any information that could be regarded as a testimonial or endorsement on the Site does not constitute a guarantee, warranty, or prediction by us regarding the outcome of any past, ongoing, or future conversation or interaction with you.

(d) Disclaimer of Guarantees and of Confidentiality

We do not guarantee that any person's use of the Site or the Services is the appropriate course of treatment for any individual's particular health care issue. Communications on or through the Site do not create client-professional relationships and are not the subject of any associated privileges or confidentiality protections.

(e) Disclaimer of Warranties

THE SERVICES, THE SITE AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS AND SERVICES RELATED TO THE FOREGOING ARE PROVIDED "AS IS." WE AND OUR AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, SYSTEM INTEGRATION AND ACCURACY OF DATA. WE AND OUR AFFILIATES DO NOT WARRANT THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR VIRUS FREE. THE SUBMISSION OF ANY PERSONAL INFORMATION AND THE DOWNLOAD OR UPLOAD OF ANY MATERIAL THROUGH THE SERVICES OR THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT MAY RESULT FROM THE DOWNLOAD OR UPLOAD OF ANY SUCH MATERIAL OR FROM RELIANCE UPON THE SERVICES, AND YOU ARE ADVISED TO MAINTAIN OFFLINE BACKUP COPIES OF ALL INFORMATION SUBMITTED BY YOU. WE ARE NOT THE PROVIDER OF, AND MAKE NO WARRANTIES WITH RESPECT TO, ANY THIRD-PARTY OFFERINGS. WE DO NOT GUARANTEE THE SECURITY OF ANY INFORMATION TRANSMITTED TO OR FROM THE SITE; AND YOU AGREE TO ASSUME THE SECURITY RISK FOR ANY INFORMATION YOU PROVIDE USING THE SERVICES.

NO REPRESENTATION OR WARRANTY IS MADE THAT THE SERVICES PROVIDE COMPREHENSIVE OR ACCURATE INFORMATION. WE RESERVE THE RIGHT TO FILTER, MODIFY OR REMOVE CONTENT, MEDIA, INFORMATION OR ANY OTHER MATERIAL FROM THE SERVICES AND FROM THE OUTPUT OF THE SERVICES. YOU UNDERSTAND THAT WE HAVE DEVELOPED OUR TECHNOLOGIES TO FIND

INFORMATION THAT WE BELIEVE WILL BE MOST RELEVANT AND INTERESTING TO YOU. ACCORDINGLY, WE MAY IN OUR DISCRETION FILTER OUT LINKS TO CONTENT AGGREGATORS, SEARCH ENGINES OR OTHER ONLINE SERVICES WHOSE TECHNOLOGIES AND SERVICES, IN OUR OPINION, ARE INCONSISTENT WITH THESE OBJECTIVES.

(f) Limitation of Liability

USE OF THE SERVICES AND OF THE SITE IS AT YOUR OWN RISK. IN NO EVENT WILL WE OR OUR AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES IN CONNECTION WITH THESE TERMS, WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE AND EVEN IF WE WERE ADVISED THAT SUCH DAMAGES WERE LIKELY OR POSSIBLE. IN NO EVENT WILL OUR AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING IN CONNECTION WITH THESE TERMS EXCEED ONE HUNDRED DOLLARS (CAD \$100). YOU ACKNOWLEDGE THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL TERM BETWEEN YOU AND US RELATING TO THE PROVISION OF THE SITE, AND THE SERVICE, AND WE WOULD NOT PROVIDE THE SITE OR SERVICE TO YOU WITHOUT THIS LIMITATION.

(g) Assumption of Risks

YOU UNDERSTAND, ACKNOWLEDGE, AND FREELY ASSUME ALL RISKS, INCLUDING PSYCHOLOGICAL AND EMOTIONAL RISKS (WHETHER OR NOT FORESEEABLE TO US OR YOU), RELATING TO YOUR ACCESS TO AND ACTIVITIES WITH RESPECT TO THE SITE AND THE SERVICES, OR RELATING TO ANY ACTIVITY, INFORMATION OR SERVICE, PROVIDED BY US OR ANY OF OUR EMPLOYEES OR AGENTS. YOU ASSUME PERSONAL RESPONSIBILITY FOR ANY INJURY OR HARM OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, PSYCHOLOGICAL OR EMOTIONAL INJURIES), ILLNESS, DAMAGE, LOSS, CLAIM, LIABILITY OR EXPENSE, OF ANY KIND OR NATURE, THAT YOUR PERSON OR PROPERTY MAY SUFFER ARISING OUT OF OR IN CONNECTION WITH THE SITE OR THE SERVICES.

(h) Indemnification

BY VIEWING THE SITE OR UTILIZING THE SERVICES YOU AGREE TO FULLY RELEASE, INDEMNIFY, AND HOLD US HARMLESS, INCLUDING COSTS AND LEGAL FEES, FROM ANY CLAIM OR LIABILITY WHATSOEVER AND FOR ANY DAMAGE OR INJURY, PERSONAL, FINANCIAL, EMOTIONAL, PSYCHOLOGICAL OR OTHERWISE, ARISING AT ANY TIME OUT OF OR IN RELATION TO: (A) YOUR USE OF OR RELIANCE ON THE INFORMATION PRESENTED ON THE SITE OR VIA THE SERVICES; (B) YOUR VIOLATION OF THESE TERMS; OR (C) ANY CONTENT YOU UPLOADED TO THE SITE. WE RESERVE THE RIGHT, AT YOUR EXPENSE, TO ASSUME THE EXCLUSIVE DEFENCE AND CONTROL OF ANY MATTER FOR WHICH YOU ARE REQUIRED TO INDEMNIFY US, AND YOU AGREE TO COOPERATE WITH OUR DEFENCE OF THESE CLAIMS. YOU AGREE NOT TO SETTLE ANY MATTER WITHOUT OUR PRIOR WRITTEN CONSENT.

6. Term & Termination

These Terms will become effective and binding when you use the Site or the Services, when you voluntarily provide any information about yourself to us, or when you indicate your agreement by following any instructions we place on the Site (such as buttons labeled “I Agree”). You do not need to inform us if you wish to stop using the Site or the Services. We reserve the right to terminate these Terms and your access to the Site and the Services at any time without notice. Your rights under these Terms will automatically and immediately terminate if you fail to comply with your promises and obligations stated in these Terms. The provisions intended to survive the termination of these Terms will continue to survive termination. We will not have any liability whatsoever to you for any termination of your rights under these Terms, including for termination of your Account or deletion of any content you uploaded to the Site.

7. Privacy

In the course of accessing and/or using the Site and the Services, we may obtain information about you or you may be required to provide certain personal information to us. All uses of your personal information will be treated in accordance with our [Privacy Policy](#), which forms an integral part of these Terms. If you use the Services or the Site, you are accepting the terms and conditions of our [Privacy Policy](#), as it may be amended from time to time. If you do not agree to have your information used in any of the ways described in the [Privacy Policy](#), you must discontinue use of the Site and the Services.

8. Miscellaneous Matters

(a) Your Account

In order to use certain features of the Site, or to access certain Services, including downloading resources from the Site, you must create an account (“Account”). You are responsible for protecting the confidentiality of your login information, and for restricting access to your computer, device or media system platform, and you agree to accept responsibility for all activities that occur under your Account. You are not permitted to share your Account or login information or to allow any unauthorized person to access to your Account. You agree to notify us immediately if you suspect or become aware of any unauthorized use of your login information or your Account, or any other security breach involving your Account or the Site or Services at info@nutrvice.ca. We are not responsible for any unauthorized access of your Account(s) or login information even if you have advised us of such. You are responsible for all activities that occur under your Account, including but not limited to purchases, whether or not such activities have been authorized by you.

(b) Restrictions on Use of Materials

The design of this Site and all text, images, graphics, information, content, processes, layout and other material displayed on or that can be downloaded from this Site (“Site Materials”) are protected by copyright, trademark, and possibly patent and other laws and may not be used except as permitted in these Terms or with the prior written consent of NutriVice®. You may not copy, reproduce, publish, transmit, distribute, perform, display, post, modify, create derivative works from, sell, license or otherwise exploit this Site or the Site Materials. The NutriVice® trademarks, trade names, product names, trade dress, logos and other content may not be copied or used without

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(c) Copyrights

If you believe your copyright has been violated by works or Third-Party Offerings accessible on the Site or through the Service, please contact us by email at info@nutrvice.ca.

(d) General Terms

You agree to comply with all laws, rules and regulations that apply to your use of the Site, and the Services. Any delay or failure by us to exercise or enforce any right or provision of these terms will not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, you agree that the court should endeavor to give effect to the intentions reflected in the invalid provision, to the fullest extent permitted by law, and the other provisions of these Terms shall remain in full force and effect. You agree that any claim or cause of action related to the Site, the Services and/or these Terms must be filed within one year after such claim or cause of action arose or be forever barred. These Terms constitute the entire agreement between you and us with regard to the matters described above.

(e) Governing Law

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The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms.

(f) More Information

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