

# **TERMS OF USE OF EATLIVETHRIVEACADEMY.COM**

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## **Terms and Conditions**

### **PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE.**

By using our Website, you agree to these Terms and Conditions of Use ("Terms & Conditions"). We reserve the right, in our sole discretion, to change, modify, add or remove portions of these Terms & Conditions at any time. You should check these Terms & Conditions periodically for changes. By using this Website after we post any changes to these Terms & Conditions, you agree to accept those changes, whether or not you have reviewed them. If you do not agree to these Terms & Conditions, you should not use our Website and, if applicable, you should arrange to cancel your registered user account or subscription with us.

#### **1. Scope of Terms & Conditions**

Unless we indicate otherwise, these Terms & Conditions apply to your use of the websites which are owned or operated by Lean Healthy Ageless, LLC. and our affiliates (collectively, "we," "us," or "our"), including, without limitation, this website and any other website that we may own or operate currently or in the future (collectively, our "Website"). For purposes of these Terms & Conditions, "affiliates" shall mean any entity or person, directly or indirectly, owning a controlling interest in, owned by, or under common ownership control with, Lean Healthy Ageless, LLC.

#### **2. Terms & Conditions — In General**

By using this Website, you agree to be legally bound and to abide by these Terms & Conditions, just as if you had signed this agreement. If you do not comply with these Terms & Conditions at any time, we reserve the right, if applicable, to terminate your password, user account, and/or access to this Website (or any part thereof). In our sole discretion and without prior

notice or liability, we may discontinue, modify or alter any aspect of the Website, including, but not limited to, (I) restricting the time the Website is available, (II) restricting the amount of use permitted, and (III) restricting or terminating any user's right to use the Website. You agree that any termination or cancellation of your access to, or use of, the Website may be effected without prior notice. If you do not abide by the provisions of these Terms & Conditions, except as we may otherwise provide from time to time, you agree that we may immediately deactivate or delete your user account and all related information and files in your user account and/or bar any further access to such information and/or files, or our Website. Further, you agree that we shall not be liable to you or any third-party for any termination or cancellation of your access to, or use of, our Websites. From time to time, we may supplement these Terms & Conditions with additional terms and conditions pertaining to specific content, activities or events ("Additional Terms"). Such Additional Terms may be placed on the Website to be viewed in connection with the specific content, activities, features or events and shall be identified as such. You understand and agree that such Additional Terms are hereby incorporated by reference into these Terms & Conditions.

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#### **4. Privacy**

We are committed to protecting your privacy and security. For more information, you should review our [Privacy Policy](#), which is incorporated into these Terms & Conditions by this reference.

#### **5. Submissions**

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obligation of confidence on our part, and we shall not be liable for any use or disclosure of any Submissions.

## **6. Parental or Guardian Permission**

Some of the Content on this Website may not be appropriate for children. CHILDREN UNDER THE AGE OF 13 ARE NOT PERMITTED TO USE THIS WEBSITE. We strongly recommend that children between the ages of 13 and 18 ask for their parent's or guardian's permission before viewing our Website.

## **7. Links**

These Terms & Conditions apply only to this Website, and not to the websites of any other person or entity. We may provide, or third parties may provide, links to other worldwide websites or resources. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse (and are not responsible or liable for) any content, advertising, products, or other materials on or available from such websites or resources. You further acknowledge and agree that, under no circumstances, will we be held responsible or liable, directly or indirectly, for any loss or damage that is caused or alleged to have been caused to you in connection with your use of, or reliance on, any content, advertisements, products or other resources available on any other website (regardless of whether we directly or indirectly link to such content, advertisements, products or other resources). You should direct any concerns with respect to any other website to that website's administrator or webmaster.

## **8. Third Party Products and Services**

You may order services, merchandise or other products through our Website from other parties (collectively, the "Third Party Sellers"). All matters concerning the services, merchandise and other products desired

from the Third Party Sellers, including, but not limited to, purchase terms, payment terms, warranties, guarantees, maintenance and delivery, are solely between you and the Third Party Sellers. We make no warranties or representations whatsoever with regard to any services, merchandise and other products provided by the Third Party Sellers. You will not consider us (and we will not be construed as) a party to such transactions, whether or not we may have received some form of revenue or other remuneration in connection with such transactions, and we will not be liable for any costs or damages arising out of, either directly or indirectly, you or any other person involved or related to the transactions.

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## **10. Password and User Security**

If you are a registered user of this Website, you are entirely responsible for maintaining the confidentiality of your password and user account information. You agree to notify us immediately in the event of any known or suspected unauthorized use of your user account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your or anyone else's password. You are entirely responsible

for any and all activities which occur under your user account. You agree to immediately notify us of any unauthorized use of your user account or any other breach of security known to you.

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#### **14. Indemnification**

You agree to indemnify, hold harmless and, at our option, defend Lean Healthy Ageless, LLC. and our affiliates and our officers, directors, employees, agents and representatives, licensors and suppliers from any and all third party claims, liability, damages and/or costs (including, but not limited to, reasonable attorneys fees and expenses) arising from your improper use of this Website or our products or offerings, your violation of these Terms & Conditions, or your infringement, or the infringement or use by any other user of your account, of any intellectual property or other right of any person or entity.

#### **15. Governing Law and Choice of Forum**

These Terms & Conditions shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any principles of conflicts of law. You agree that any action at law or in equity arising out of or relating to your use of this Website or these Terms & Conditions shall be filed only in the state or federal courts located in San Diego County in the State of California and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action



## **16. Typographical Errors**

In the event that a Lean Healthy Ageless, LLC product is mistakenly listed at an incorrect price, Lean Healthy Ageless LLC reserves the right to refuse or cancel any orders placed for product listed at the incorrect price. Lean Healthy Ageless, LLC reserves the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is cancelled, Lean Healthy Ageless, LLC shall issue a credit to your credit card account in the amount of the incorrect price.

## **17. Term; Termination**

These terms and conditions are applicable to you upon your accessing the site and/or completing the registration or shopping process. These terms and conditions, or any part of them, may be terminated by Lean Healthy Ageless, LLC without notice at any time, for any reason. The provisions relating to Copyrights, Trademark, Disclaimer, Limitation of Liability, Indemnification and Miscellaneous, shall survive any termination.

## **18. Notice**

Lean Healthy Ageless, LLC may deliver notice to you by means of e-mail, a general notice on the site, or by other reliable method to the address you have provided to Lean Healthy Ageless, LLC.

## **19. Miscellaneous**

Your use of this site shall be governed in all respects by the laws of the state of California U.S.A., without regard to choice of law provisions, and

not by the 1980 U.N. Convention on contracts for the international sale of goods. You agree that jurisdiction over and venue in any legal proceeding directly or indirectly arising out of or relating to this site (including but not limited to the purchase of Lean Healthy Ageless, LLC products) shall be in the state or federal courts located in San Diego County, California. Any cause of action or claim you may have with respect to the site (including but not limited to the purchase of Lean Healthy Ageless, LLC products) must be commenced within one (1) year after the claim or cause of action arises. Lean Healthy Ageless, LLC's failure to insist upon or enforce strict performance of any provision of these terms and conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any of these terms and conditions. Lean Healthy Ageless, LLC may assign its rights and duties under this Agreement to any party at any time without notice to you.

## **20. Use of Site**

Harassment in any manner or form on the site, including via e-mail, chat, or by use of obscene or abusive language, is strictly forbidden.

Impersonation of others, including a Lean Healthy Ageless, LLC., any of our affiliates or other licensed employee, host, or representative, as well as other members or visitors on the site is prohibited. You may not upload to, distribute, or otherwise publish through the site any content which is libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal, or otherwise objectionable which may constitute or encourage a criminal offense, violate the rights of any party or which may otherwise give rise to liability or violate any law. You may not upload commercial content on the site or use the site to solicit others to join or become members of any other commercial online service or other organization.

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**22. BINDING EFFECT.** This is a binding agreement. By using the Internet site located at <https://EatLiveThriveAcademy.com> (the "Site") or any services provided in connection with the Site (the "Service"), you agree to abide by these Terms of Use, as they may be amended by Lean Healthy Ageless, LLC ("Company") from time to time in its sole discretion. Company will post a notice on the Site any time these Terms of Use have been changed or otherwise updated. It is your responsibility to review these Terms of Use periodically, and if at any time you find these Terms of Use unacceptable, you must immediately leave the Site and cease all use of the Service and the Site. YOU AGREE THAT BY USING THE SERVICE YOU REPRESENT THAT YOU ARE AT LEAST 18 YEARS OLD AND THAT YOU ARE LEGALLY ABLE TO ENTER INTO THIS AGREEMENT.

**23. USE OF SOFTWARE.** Company may make certain software available to you from the Site. If you download software from the Site, the software, including all files and images contained in or generated by the software, and accompanying data (collectively, "Software") are deemed to be licensed to you by Company, for your personal, noncommercial, home use only. Company does not transfer either the title or the intellectual property

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**25. ALLEGED VIOLATIONS.** Company reserves the right to terminate your use of the Service and/or the Site. To ensure that Company provides a high quality experience for you and for other users of the Site and the Service, you agree that Company or its representatives may access your account and records on a case-by-case basis to investigate complaints or allegations of abuse, infringement of third party rights, or other unauthorized uses of the Site or the Service. Company does not intend to disclose the existence or occurrence of such an investigation unless required by law, but Company reserves the right to terminate your account or your access to the Site immediately, with or without notice to you, and without liability to you, if Company believes that you have violated any of the Terms of Use, furnished Company with false or misleading information, or interfered with use of the Site or the Service by others.

**26. PROHIBITED USES.** Company imposes certain restrictions on your permissible use of the Site and the Service. You are prohibited from violating or attempting to violate any security features of the Site or Service, including, without limitation, (a) accessing content or data not intended for you, or logging onto a server or account that you are not authorized to access; (b) attempting to probe, scan, or test the vulnerability of the Service, the Site, or any associated system or network, or to breach security or authentication measures without proper authorization; (c) interfering or attempting to interfere with service to any user, host, or network, including, without limitation, by means of submitting a virus to the Site or Service, overloading, "flooding," "spamming," "mail bombing," or "crashing;" (d) using the Site or Service to send unsolicited e-mail, including, without limitation, promotions, or advertisements for products or services; (e) forging any TCP/IP packet header or any part of the header information in any e-mail or in any posting using the Service; or (f) attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by Company in providing the Site or Service. Any violation of system or network security may subject you to civil and/or criminal liability.

**27. SEVERABILITY; WAIVER.** If, for whatever reason, a court of competent jurisdiction finds any term or condition in these Terms of Use to be unenforceable, all other terms and conditions will remain unaffected and in full force and effect. No waiver of any breach of any provision of these Terms of Use shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

**28. NO LICENSE.** Nothing contained on the Site should be understood as granting you a license to use any of the trademarks, service marks, or logos owned by Company or by any third party.

## **29. Miscellaneous Terms**

In any action against us arising from the use of this Website, the prevailing party shall be entitled to recover all legal expenses incurred in connection with the action, including but not limited to its costs, both taxable and non-taxable, and reasonable attorney's fees.

If any provision of these terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions. These Terms & Conditions, together with the Subscription Agreement (if applicable), are the entire agreement between you and us relating to the subject matter herein. If you are a subscriber to one of our online subscription offerings or products, in the event of any conflict between these Terms & Conditions and the Subscription Agreement, the Subscription Agreement shall control. These Terms & Conditions may be modified only by our posting of changes to these Terms & Conditions on this Website, or by written agreement of both parties. Each time you access this Website, you will be deemed to have accepted any such changes.

We may assign our rights and obligations under these Terms & Conditions. These Terms & Conditions will inure to the benefit of our successors, assigns and licensees. The failure of either party to insist upon or enforce the strict performance of the other party with respect to any provision of these Terms & Conditions, or to exercise any right under the Terms & Conditions, will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same will be and remain in full force and effect. (Last modified as of April 3<sup>rd</sup>, 2019)

**20. ACKNOWLEDGEMENT.** BY USING THE SERVICE OR ACCESSING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE AND AGREE TO BE BOUND BY THEM.

