

TERMS OF PURCHASE

The Nourish to Flourish 8-Week Group Coaching Program

By clicking “Buy Now,” “Purchase,” or any other phrase on the purchase button, entering your credit card information, or otherwise enrolling, electronically, verbally, or otherwise, you (“Customer”) agree to be provided with products, programs, or services as part of The Nourish To Flourish 8-Week Group Coaching Program (“Program”) operated by Claire Chewning (“Owner”), acting on behalf of Yours Chewly Nutrition, LLC. (“Company”), and you are entering into a legally binding agreement with the Company, subject to the following terms:

1. TERMS OF PROGRAM.

(a) Upon purchase and execution of this Agreement, Client will be provided with the following content and/or services as detailed on <https://yourschewlynutrition.thinkific.com/courses/nourish-to-flourish-8-week-group-2> (“the Website”) and selected prior to purchase. Content, programs, and/or services (collectively known as “the Services”) may include but are not limited to:

- a. 8 weekly live group meetings via Zoom (75 min. Each)
- b. Access to all group call recordings
- c. Access to Claire’s “Nutrition Library” (recipe eBooks, nutrition education handouts, reflection activities, etc).

(b) The scope of Services rendered by the Company pursuant to this Agreement shall be limited to those contained herein and/or provided for on Company’s Website as part of the Program.

(c) The Company reserves the right to substitute Services equal to or comparable if reasonably required by the prevailing circumstances.

(d) The Company may from time to time offer extra Services to Client for an additional fee.

(e) The content included in the Program is for your individual, non-commercial use. Client agrees not to share login details and/or materials with any third parties.

(f) Client will have lifetime access to the Program site.

(g) At any point should Company be terminating the Program Site, Client will be given at least sixty (60) days notice.

2. PAYMENT AND REFUND POLICY.

(a) Upon execution of this Agreement, Client agrees to pay to the Company the purchase amount as stated on the Website.

(b) No refunds will be provided.

- (c) With initial payment of \$249 USD, Client commits to a two (2) month payment term to the Program. The remaining one (1) month payment will be automatically debited the following month via the account information included upon purchase.
 - (d) With initial payment of \$497 USD, Client commits to a paid in full term to the Program. At the end of the initial term, Client will not be billed any further.
 - (e) Credit Card Authorization. Each party hereto acknowledges that Company will charge the credit card chosen by the Client on the dates and for the amounts specified upon purchase and as included in this Agreement.
 - (f) In the event Client fails to make any of the payments as outlined above, Company has the right to immediately disallow services and benefits of the Membership until payment is paid in full.
3. **DISCLAIMER.** By participating in the Program, Client acknowledges that the Company makes no guarantees as to the outcome of any Services, sessions, teachings, or modules accessed through this Program. By participating in this Program, the Client acknowledges that the Company does not warrant the accuracy of any information provided, is not liable for any losses the Client may suffer by relying on modules, content, guest speakers, videos, services, or products. Use of Program is at Client's own risk. Any use of videos requiring physical activity are done at Client's discretion and the Company will not be held liable for any injury that could result from utilizing videos.

By participating in the Program, Client acknowledges that the Company nor any of its representatives are medical doctors, psychologists, therapists, or financial advisors, and content and/or services do not replace the care of other professionals. Services provided herein are in no way to be construed or substituted as individualized medical advice, psychological counseling or any other type of therapy or advice.

Any testimonials or examples shown through the Company's Website are only examples of what may be possible. There can be no assurance as to any particular outcome based on the use of the Membership and/or Services. You acknowledge that the Company has not and does not make any representations as to success of any kind that may be derived as a result of use of its programs, products or Services.

The Company may provide the Client with information relating to products that the Company believes might benefit the Client. The Company is not responsible for any adverse effects or consequences that may result, either directly or indirectly, from any information provided. The Company may provide Client with third-party recommendations for such services as health, cooking, physical activity, or other related services. The Company may be involved in affiliate relationships with certain third-parties for such recommendations and will inform Client when this is the case. Client agrees that these are only recommendations and the Company will not be held liable for the services provided by any third-party to the Client.

4. RECORDING AND REDISTRIBUTION OF CALLS. Client acknowledges that group calls and/or trainings may be recorded. Client also acknowledges that the recordings may be redistributed and/or resold at a later date as part of separate offerings sold by the Company.
5. RELEASE. Client agrees that the Company may use any written statements, images, audio recordings or video recordings of Client obtained while enrolled in the Program. This includes any content Client may publish to social media accounts and online forums as well as any statements, images or recordings, captured about Customer's participation in the Membership.

Client waives any right to payment, royalties or any other consideration for Company's use of such written statements, images, audio recordings and video recordings and Client waives the right to inspect or approve the finished product used by Company. The Company is hereby held harmless and released and forever discharged from all claims, demands, and causes of action which Client, their heirs, representatives, executors, administrators, or any other persons acting on Client's behalf or on behalf of the Client estates have or may have by reason of this authorization.

6. INTELLECTUAL PROPERTY RIGHTS. In respect of the Material specifically created for the Client as part of this Program, including modules, videos, documents, or other content (known collectively as the "Material"), the Company maintains all of the copyright, other intellectual property rights and any other data or material used or subsisting in the Material whether finished or unfinished. Nothing in this Agreement shall transfer ownership of or rights to any intellectual property of the Company to the Client, nor grant any right or license other than those stated in this Agreement.

Client 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 Website, content or intellectual property, in whole or in part without our prior written consent. Any unauthorized copying, reverse engineering, redistribution, reproduction, publication or modification of Website content by any person without Company's prior written authorization is strictly prohibited, may be a violation of federal or common law, trademark, and copyright laws and may subject such a violator to legal action.

7. **DISCLAIMER OF WARRANTIES.** The Services provided to the Client by the Company under this Agreement are provided on an "as-is" basis, without any warranties or representations express, implied or statutory; including, without limitation, warranties of quality, performance, non-infringement, merchantability or fitness for a particular purpose. Nor are there any warranties created by a course of deal, course of performance or trade usage.
8. **LIMITATION OF LIABILITY.** By using the Company's Services and purchasing this Program, Client accepts any and all risks, foreseeable or non-foreseeable, arising from such transaction. Client agrees that the Company will not be held liable for any damages of any kind resulting or arising from including but not limited to; direct, indirect, incidental, special, negligent, consequential, or exemplary damages happening from the use or misuse of the Program. Client agrees that use of this Program is at user's own risk.
9. **DISPUTE RESOLUTION.** 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 Richmond, Virginia 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.
10. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Virginia within The United States of America, regardless of the conflict of laws principles thereof. 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.

11. NOTICES. All notices, requests, demands, and other communications under this Agreement shall be in writing submitted to **claire@clairechewing.com**.
12. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties and supersedes all prior agreements between the parties, whether written or oral.