

Website Terms and Conditions of Use

Last Modified: August 26, 2022

1. Acceptance of the Terms of Use

These terms of use are entered into by and between You and Mindful Nutrition for Life, LLC, a Colorado limited liability company (“**Mindful Nutrition for Life**”, the “**Company**”, “**we**”, “**us**”, or “**our**”). The following terms and conditions, together with any documents they expressly incorporate by reference collectively, “**Terms of Use**”, govern your access to and use of www.mindfulnutritionforlife.com (the “**Website**”), including any information, materials and content (collectively, “**Content**”), functionality, and services (“**Services**”), and products offered for free or for sale (“**Products**”) offered on or through the Website, whether as a guest or a registered user.

By using the Website, or by clicking to accept or agree to the Terms of Use, if this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at: [\[mindfulnutritionforlife.com\]](http://mindfulnutritionforlife.com) and then clicking on the Website Terms and Conditions located at the bottom of the website], incorporated herein by reference. These Terms of Use and our Privacy Policy govern electronic communications, including email, between the Company and you.

Additional terms and conditions may also apply to specific portions, services, or features of the Website. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Use.

This Website is offered and available to users who are eighteen (18) years of age or older. By using this Website, you represent and warrant that you are of legal age to form a binding contract with Mindful Nutrition for Life, and you meet all of the foregoing eligibility requirements.

Your use of the Website constitutes your agreement to abide and be bound by all such Terms of Use, without modification. Please read this document carefully and keep a copy of it for your reference.

**IF YOU DO NOT AGREE TO BE BOUND BY ALL OF THESE TERMS OF USE,
PLEASE NAVIGATE AWAY FROM THIS WEBSITE.**

2. Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter. However, any changes to the dispute resolution provisions set out in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Website.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page each time you access this Website, so you are aware of any changes, as they are binding on you.

3. Accessing the Website and Account Security

A. *Accessing the Website.*

We reserve the right to withdraw or amend this Website, and any Services, Products or materials we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for making all arrangements necessary for you to have access to the Website.

B. *Account Security.*

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to this Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We reserve the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion if, in our opinion, you have violated any provision of these Terms of Use.

4. Intellectual Property Rights

The Website and its entire Contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design/look and feel, selection, and arrangement thereof), trade names and trade dress, and any Products or Services sold through our Website are owned by Mindful Nutrition for Life, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may either print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.

- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide social media features with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from this Website.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this Website.
- Access or use for any commercial purposes any part of the Website or any Services or materials available through the Website.

If you wish to make any use of material on the Website other than that set out in this section, please address your request to: kvargo@mindfulnutritionforlife.com.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any Content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

5. Trademarks

The Mindful Nutrition for Life names, logos, and all related names, logos, product and service names, designs, and slogans are trademarks of Mindful Nutrition for Life LLC, its owner, or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

6. Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
- To impersonate or attempt to impersonate Mindful Nutrition for Life, a Company employee or owner, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm www.mindfulnutritionforlife.com or users of the Website, or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.

- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

7. Monitoring and Enforcement: Termination

We reserve the right to:

- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for any reason, including without limitation, any violation of these Terms of Use.
- Without limiting the foregoing, we reserve the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the

identity or other information of anyone posting any materials on or through the Website.

YOU WAIVE AND HOLD HARMLESS MINDFUL NUTRITION FOR LIFE LLC, AND ITS OWNERS, AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY AND ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER THE COMPANY, OR SUCH PARTIES, OR LAW ENFORCEMENT AUTHORITIES.

We do not undertake to review all information before it is sent to us through the Website. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

8. Digital Millennium Copyright Act (DMCA) Notice and Policy

We respect the intellectual property rights of others. If you believe that any material available on or through the Website infringes upon any copyright you own or control, please immediately notify our Designated Copyright Agent using the contact information provided at the end of these Terms of Use (a “**Notification**”). A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification. Please be advised that pursuant to federal law you may be held liable for damages if you make material misrepresentations in a Notification. If you are not sure that material located on or linked to by the Website infringes your copyright, you should consider first contacting an attorney.

All Notifications should meet the requirements of DMCA 17 U.S.C. § 512(c)(3) and include the following information: (1) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (2) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Website are covered by the Notification, a representative list of such works on the Website; (3) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (4) information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an email address at which the complaining party may be contacted; (5) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (6) a statement that the information in the notification is accurate, and under penalty of perjury, that the

complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed upon.

For full information regarding Notifications, please see: <https://www.copyright.gov/512/>.

9. Electronic Communications

Visiting our Website or sending emails to us constitutes electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Website, satisfy any legal requirement that such communications be in writing.

10. Disclaimers.

By using the Website, you agree in full to our Disclaimers.

A. General Disclaimer.

Our Website, its Content, our Services and Products, are for entertainment, informational and educational purposes only.

You acknowledge and agree that our Content, Services and Products may not be suitable for all persons, businesses, locations, or specific situations.

We make no guarantees regarding the Content presented on this Website and your success with applying it. We do not guarantee any specific results through the use of our Website, Content, Services or Products, and we do not make any guarantees regarding your success from the application of our Website, Content, Services or Products.

Your decision to visit our Website, use any of its Content, Services or Products is voluntary and you acknowledge and agree that we are not liable for any harm or damage to you, your health, your well-being, your business, or otherwise which may result from the use, whether direct or indirect, of our Website, its Content, our Services, or our Products.

To the fullest extent permitted by law, we expressly exclude any liability for any direct, indirect or consequential loss or damage incurred by you or others in connection with our Website, Content, Services or Products, including without limitation any liability for any accidents, delays, injuries, harm, loss, damage, death, lost profits, damage to property, personal or business interruptions, misapplication of information, physical or mental disease, condition or issue, physical, mental, emotional, or spiritual injury or harm, loss of income or revenue, loss of business, loss of profits or contracts, anticipated savings, loss of data, loss of goodwill, wasted time and for any other loss or damage of any kind, however and whether caused by negligence, breach of contract, or otherwise, even if foreseeable.

Should you choose to use our Website, Content, Services or Products, we, shall not be liable to you or any party for any type of damages stemming from or perceived to stem from, any use or reliance on our Website, Content, Services or Products, including any injuries sustained as a direct or indirect result of use or reliance on such information or use of such resources. You agree to hold us harmless and release us from any and all claims arising from any use or reliance on information on our Website, Content, Services or Products, whether now known, or discovered in the future. You expressly agree not to make any claims against Mindful Nutrition for Life, including our owners, or affiliates, and each their respective directors, officers, contractors, and agents.

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

B. *Technology Disclaimer.*

By using our Website, you acknowledge and agree that we make no guarantees or warranties regarding our Website and its condition, including its functionality, the existence of viruses, uninterrupted use and availability.

We strive to ensure that the availability and delivery of our Website, Content, Services or Products is uninterrupted and error-free. However, we cannot guarantee that your access will not be suspended or restricted from time to time, to allow for repairs, maintenance, updates or other functions. To the fullest extent permitted by law, you acknowledge and agree that we are not liable to you for damages, refunds, or any other remedy, should our Website, Content, Services or Products become unavailable, slow or incomplete for any reason. You agree that in the event of an interruption of the access to our Website, we do not owe you any refunds or reimbursement.

You acknowledge and agree that we may, at any time, in our sole discretion, discontinue our Website, Content, Services or Products, without any notice, and such items may no

longer be available. You acknowledge and agree that we are in no way obligated to continue operating our Website and that we are not liable to you in any way for a decision to cease its operation.

C. *Health Disclaimer.*

Our Website does not provide medical or mental health advice.

Our Website, Content, Services and Products, including information relating in any way to medical, nutrition, wellness, and health matters, are not to be perceived as or relied upon in any way as medical advice or mental health advice, it is informational and educational only.

Information found on the Website is meant to motivate you to make your own health care decisions based upon your own research and in partnership with your physician or other qualified health care provider.

The Website, Content, Services and Products are not intended to be a substitute for professional medical or mental health advice, diagnosis, or treatment. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical or mental health condition. Never disregard professional medical or mental health advice or delay in seeking it because of something you have read on this Website.

Reliance on any health-related Content provided by the Website is solely at your own risk. Any statements or claims about the possible health or mental health benefits conferred by any foods, supplements, or activities have not been evaluated by the Food & Drug Administration and are not intended to diagnose, treat, cure or prevent any disease or condition.

D. *Errors and Omissions Disclaimer.*

We strive to include the most up-to-date and accurate information on Website, Content, Services and Products. You acknowledge and agree that information contained on our Website, Content, Services or Products may inadvertently include inaccuracies, errors or omissions and we expressly exclude any and all liabilities for these inaccuracies, errors or omissions. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such

materials by you or any other visitor to the Website, or by anyone who may be informed of any of its Contents.

E. *Information Posted Disclaimer*

This Website may include content provided by third parties, including materials provided by other users, third-party licensors, syndicators, aggregators, and/or reporting services.

All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the Content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

11. Changes to the Website

We may update this Website from time to time, but our Content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

12. Linking to the Website and Social Media Features

You may link to our Website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part.

This Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain Content on this Website.
- Send emails or other communications with certain Content, or links to certain Content, on this Website.

- Cause limited portions of Content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us and solely with respect to the Content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Cause the Website or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

13. Links from the Website and Third-Party Services

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links to our third-party service providers, third-party social media websites, and links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Certain services made available via the Website are delivered by third party websites and organizations. By using any product, service or functionality originating from our Website, you hereby acknowledge and consent that, subject to our Privacy Policy, we may share such information and data with any third party with whom we have a contractual relationship to provide the requested product, service or functionality on behalf of our Website's users and customers.

14. Geographic Restrictions

The owner of the Website is based in the State of Colorado in the United States. We make no claims that the Website, any of its Content, or any of our Services or Products are accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

15. Assumption of Risk and Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Website for any reconstruction of any lost data.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR PRODUCTS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR PRODUCTS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.

NEITHER MINDFUL NUTRITION FOR LIFE LLC NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR PRODUCTS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, MINDFUL NUTRITION FOR LIFE LLC, HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

16. Limitations on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL MINDFUL NUTRITION FOR LIFE LLC, ITS OWNERS, AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR ANY LOSS OR DAMAGE, UNDER ANY LEGAL THEORY, CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR PRODUCTS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL MINDFUL NUTRITION FOR LIFE LLC, ITS OWNERS, AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON OR PRODUCTS SOLD THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, DEATH, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

17. Indemnification

You agree to defend, indemnify, and hold harmless the Company, its owners, affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and

against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, any use of the Website's Content, Services, and Products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Website.

18. Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of COLORADO without giving effect to any choice or conflict of law provision or rule (whether of the State of COLORADO or any other jurisdiction).

Any legal suit, action, demand for arbitration, or other proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of COLORADO, in each case located in the City of Parker and County of Douglas, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

19. Arbitration

For all disputes, please first give us an opportunity to resolve the dispute which is done by emailing the following information to kvargo@mindfulnutritionforlife.com: (1) your name, (2) your address, (3) a written description of your claim, and (4) a description of the specific relief you seek. If we do not resolve the dispute within forty-five (45) days after receiving your notification, then you may pursue your dispute in arbitration.

If the dispute is not resolved as provided above, either party may initiate arbitration proceedings. The American Arbitration Association ("**AAA**"), www.adr.org, or JAMS, www.jamsadr.com, will arbitrate all disputes, and the arbitration will be conducted before a single arbitrator. The arbitration shall be commenced as an individual arbitration only and shall in no event be commenced as a class arbitration or a consolidated, collective, or representative action or arbitration, and the arbitrator shall only be empowered to hear individual claims. All issues shall be for the arbitrator to decide, including the scope of this Provision.

For arbitration before AAA, for disputes of less than \$75,000, the AAA's Supplementary Procedures for Consumer-Related Disputes will apply; for disputes involving \$75,000 or more, the AAA's Commercial Arbitration Rules will apply. In either instance, the AAA's Optional Rules For Emergency Measures Of Protection shall apply. The AAA rules are available at www.adr.org or by calling 1-800-778-7879. For arbitration before JAMS, the JAMS Comprehensive Arbitration Rules & Procedures and the JAMS Recommended Arbitration Discovery Protocols For Domestic, Commercial Cases will apply. The JAMS rules are available at www.jamsadr.com or by calling 1-800-352-5267. This Provision governs in the event it conflicts with the applicable arbitration rules. Under no circumstances will class action or representative procedures or rules apply to the arbitration.

Because this Website and these Terms of Use concern interstate commerce, the Federal Arbitration Act (“**FAA**”) governs the arbitrability of all disputes. However, the arbitrator will apply applicable substantive law consistent with the FAA and the applicable statute of limitations or condition precedent to suit.

The arbitrator may award on an individual basis any relief that would be available pursuant to applicable law and will not have the power to award relief to, against or for the benefit of any person who is not a party to the proceeding. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party or if required by applicable law. Such award will be final and binding on the parties, except for any right of appeal provided by the FAA or other applicable law and may be entered in any court having jurisdiction over the parties for purposes of enforcement.

In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms of Use, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees.

This arbitration provision shall survive the termination of these Terms of Use.

20. Class Action Waiver

Any arbitration under these Terms of Use will take place on an individual basis; class arbitrations and class, representative, or collective actions are not permitted.

THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE

PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER.

Further, unless both you and the Company agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

21. Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

22. Waiver and Severability

No waiver by Mindful Nutrition for Life of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by an arbiter, court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

23. Entire Agreement

The Terms of Use, our Privacy Policy, and other Website policies as applicable, constitute the sole and entire agreement between you and Mindful Nutrition for Life regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

24. Your Comments and Concerns

This Website is operated by Mindful Nutrition for Life LLC. All feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: kvargo@mindfulnutritionforlife.com.

All other Notifications and service of process may be sent to:

Mindful Nutrition for Life LLC
16261 Hollyridge Drive
Parker, Colorado 80134
USA