

DISCLAIMER

The website [www.ExpertNutritionandWellness.com] (hereinafter “Website”) is owned and operated by Expert Nutrition and Wellness LLC, a NJ Limited Liability Company” (hereinafter “we” “us” “our”). Please read the following Disclaimer before using our Website - by visiting and using this Website, you (hereinafter “visitor” “you” “your”) are consenting that you have read this Disclaimer to the point that you feel you understand the terms outlined herein, and agree to be bound by them.

1. Website Use

- A.** To access or use Website, **you must be 18 years or older** and have the required mental capacity to enter into and abide by this Disclaimer. **By using this Website, you represent that you are at least 18 years of age, and that you agree to the Disclaimer herein. Use of Website by anyone under 18 is not authorized or condoned by us.** If you are between the ages of 13 and 18, we will assume you are viewing website with the supervision and permission of a parent or guardian who will assume responsibility for your actions on this website, and who will be responsible for reviewing and agreeing to these terms on your behalf.
- B.** This Disclaimer may be subject to changes or updates, and Website may not provide notice of such changes or updates. We reserve our right to make changes or updates at any time, and the burden is on the user to routinely check Disclaimer for updates. By continuing to use this Website and the content we produce, you agree to be bound by the most updated version of the Disclaimer, whether or not you have read it. If you are not in agreement with the Disclaimer “as is”, please do not use our Website or any of the content that appears thereon.
- C.** By entering this website or purchasing or using our blog, emails, programs, services, and/or products you are agreeing to accept all parts of this disclaimer. Thus, if you do not agree to the disclaimer below, STOP now, and do not use our website, blog, e-mails, programs, services, or products.

2. Purpose

- A.** The purpose of this Website is solely to provide general and educational information about non-diet nutrition, sports nutrition, disordered eating, and overall health and wellness and to share the author and clients’ personal opinions and experiences. Any content on this website or provided as a result of your decision to opt-in to our email list has been created solely for the purpose of education and for informational purposes only. By visiting Website, you agree and understand that this content is made available to you as a self-help tool only. Nothing on this website or distributed via email is intended to take the place of a consultation with a physician, dietician, nutritionist, counselor, medical professional of any kind, lawyer, doctor, accountant, psychic, or other professional.

3. Medical Disclaimer – Not Medical or Dietary Advice

- A.** The content on Website is not to be considered medical advice for any reason, and nothing herein is intended to provide or act as a substitute for physical or mental health treatment. For general and medical advice, please see your primary healthcare physician. Expert Nutrition and Wellness LLC strongly recommends that you consult with your physician before beginning any exercise program. You should be in good physical condition and be able to participate in any program that you purchase. Expert Nutrition and Wellness LLC is not a licensed medical care provider and represents that it has no expertise in diagnosing, examining, or treating medical conditions of any kind, or in determining the effect of any specific exercise on a medical condition.
- B.** This Website discusses and offers coaching services only, and you reading information on Website does

not create a coach-client relationship. We cannot know your personal situation or condition and are not suggesting you follow the content on Website instead of or in place of a personalized consultation with a medical professional. The information contained on Website or via emails, or available through our products, programs, and services is **not intended to be a substitute for medical advice**, nor is anything contained herein designed to provide you with a medical diagnosis, treatment, or other medical services. We are not medical professionals, nor are we contending to be in any capacity; by visiting this site you understand and agree this website is not providing medical or dietary advice, nor is it attempting to diagnose or treat any medical conditions. You should understand that when participating in any exercise or nutrition program, there is the possibility of physical injury. If you engage in this exercise or nutrition program, you agree that you do so at your own risk, are voluntarily participating in these activities, assume all risk of injury to yourself, and agree to release and discharge Expert Nutrition and Wellness LLC from any and all claims or causes of action, known or unknown, arising out of any program you purchase or receive from Expert Nutrition and Wellness LLC.

4. No Guarantees

- A.** The purpose of this Website and the content herein is designed to provide you with useful information, and to support and assist you in reaching the goals you desire. However, individual success depends on your own mental and emotional state, as well as your dedication, effort, and commitment. There is no guarantee that you will experience the same results as others and you accept the risk of changing your exercise and dietary routine. While we make every effort to help all clients, we cannot predict results, nor are we able to know your personal situation; therefore, we cannot guarantee that you or your child will attain certain results. You agree and understand that we do not make any guarantees regarding any specific results from using information found on Website, and that any success will come in large part to your personal situations and actions. We make no guarantee concerning the level of success you may experience, and you accept the risk that results will differ for each individual.
- B. Earnings Disclaimer:** We also do not make any guarantees or assurances regarding a particular financial outcome based on use of Website, nor are we responsible for Your earnings, any increase or decrease in your finances based upon information you interpreted from Website. Any information or testimonials contained herein that contain financial information are individual results that may vary. The decision to use or implement any information contained on Website is solely your own, and you agree we are not responsible for any financial outcomes.

5. Voluntary Participation

- A.** By choosing to visit this site and read the information provided, you understand and agree that you are voluntarily choosing to read, implement and/or participate in the use of Website and any information contained herein, and are solely responsible for any outcomes and/or results (positive or negative.) If you are the parent or guardian of a minor under 18 viewing this website, you understand you are responsible for their actions and what they view and implement herein. We are not responsible for any action that you or your child may choose to take regarding the information provided, and you acknowledge and agree that we are not responsible nor liable to you should you or your child sustain any injuries or negative ramifications. The information contained on Website is intended as general information only; we cannot know your individual medical or physical state, and do not claim to know what may or may not work for you or your child. As such, you agree that you are fully responsible for your health and well-being, and any decisions you make to implement or follow anything you find on Website.

6. Limitation of Liability

- A.** You understand and agree that your participation in using our website and/or adding yourself to our email list is wholly voluntary, and you are solely and personally responsible for you and your child's actions, choices, and any results therein. You understand and agree that any suggestion or recommendation of a product, service, coach, or otherwise through our Website is purely information – any decision to act upon these suggestions is to be taken by you, at your own risk, without any liability on the part of Expert Nutrition and Wellness LLC. You agree to accept all risks herein.
- B.** Your use of this Website constitutes an agreement and acceptance that you will absolve Alexa Moriarty, individually, and Expert Nutrition and Wellness LLC, as well anyone acting as any agent, consultant, affiliate, guest blogger, joint venture partner, employee, staff, team member, or anyone affiliated with Us in any way of any liability for any loss, damage, injury, or litigation that you or any other person may incur from direct or indirect use of the information, content, or products found on our Website or via materials requested through email.
- C.** You understand and agree that We are not to be held liable for any type of direct or indirect damages arising out of your use of our Website, any information contained herein, or any products or services purchased therefrom, including but not limited to general, specific, incidental, consequential, punitive, or special damages. You also agree that we are not liable or responsible in any way for any loss incurred by you or your business, including revenues, clients, business, goodwill, income, anticipated income, predicted income, sales numbers, loss of a sale, data, nor any computer failure, computer virus obtained by use of our Website, technical glitch or failure, defect or delay, or any other similar issue. You agree that your decision to use our Website is wholly at your own risk and voluntarily chosen by you, and any ramifications resulting therefrom are yours alone.

7. Indemnification

- A.** You agree at all times to defend, fully indemnify and hold harmless Expert Nutrition and Wellness LLC and any affiliates, agents, team members or other party associated with it from any causes of action, damages, losses, costs, expenses incurred as a result of your use of our Website or any products or services contained therein, as well as any third party claims of any kind (including attorney's fees) arising from your actions in relation to Website or any breach by you of any such conditions outlined herein. Should we be required to defend ourselves in any action directly or indirectly involving you, or an action where we decide your participation or assistance would benefit our defense, you agree to participate and provide any evidence, documents, testimony, or other information deemed useful by us, free of charge.
- B.** We will attempt to monitor comments and posts made by third parties and users as often as possible. Should you, as a user of our Website, see anything objectionable or offensive posted by a third party, you agree to (1) notify us of the material, and (2) agree not to take any action against us based upon the content posted by the third party. You understand we cannot be responsible for material posted by a user without our control, and agree to release us of any and all claims arising therefrom.
- C.** Should you choose to utilize information offered on our website, whether free or for purchase, you understand that we are not liable to any party, for any damages – whether direct, indirect, consequential, foreseeable, incidental or otherwise – stemming or perceived to stem from use of or reliance upon any information contained or found on our Website, or from products or services purchased therefrom. You also understand and agree that we are not liable for any damages incurring as a result of your reliance or use of information on our Website written by a third party, whether endorsed or not by us, and you agree to release us from any and all claims stemming from, or perceived to stem from, reliance on information contained on our Website.

8. Accuracy

- A.** Although we have spent considerable time and effort in creating the products on www.ExpertNutritionandWellness.com and the content provided herein, you understand and acknowledge that we are not responsible nor liable for any errors, omissions, or liability as a result of any loss or damages incurred as a direct or indirect result of your use of Website content or our products. You also understand there may be inadvertent typographical errors or inaccuracies. By your use of this website, you acknowledge and understand this information, and agree you have chosen/will choose to utilize our Website and/or our products voluntarily. You agree that we are not responsible for the accuracy of our Website, or for any errors or omissions that may occur on the site or in our products.
- B.** Similarly, you understand your obligation to provide only authentic, accurate information to us, including your name, email address, and payment information, should you choose to purchase a product. You understand and agree that should any information provided prove inaccurate, and any issues or damages arise from your giving us false or inaccurate information, you may be liable for any subsequent damages that occur as a result.

9. Testimonials

- A.** Website may feature testimonials from clients from time to time, in order to provide readers with additional comments from others' experiences with Website, Expert Nutrition and Wellness LLC, and products or services offered. While all information, photos, and quotes used are from actual clients, sharing their real, honest opinions of our website and services, these testimonials are not to be considered as a guarantee that current or future clients will experience the same results, or a guarantee that all clients will have the same experience. You understand and agree that by reading a featured testimonial on our Website, you do not expect the same results, and understand this information is not a guarantee.

10. Affiliates and Endorsements

- A.** From time to time, we may choose to partner with, promote, become an affiliate of, or otherwise engage in a joint venture with another individual or company whom we feel aligns with our products or services. In those cases, your unique personally identifiable information (e-mail, name, address, telephone number) is transferred to the third party. We may share data with trusted partners to help perform statistical analysis, send you email or postal mail, provide customer support, or arrange for deliveries. All such third parties are prohibited from using your personal information except to provide these services to us, and they are required to maintain the confidentiality of your information. You understand that should an affiliate or joint venture program be featured on our Website, we may receive financial compensation or other payment as a result. Please note we will only feature or promote coaches, businesses, or products that we whole heartedly agree with and believe in, and genuinely believe will help our audience.
- B.** However, you understand and agree that you must use your own judgement with respect to determining whether any promotion of another product is right for you and your business. Our decision to promote, suggest, or reference another service indicates nothing more than an acknowledgement that we respect or appreciate the business, person, or service. Your decision to use or purchase from such a promotion is yours alone, and you understand we have no involvement in your decision, nor shall we have any liability should you purchase from a promoted product and become unsatisfied. You agree and understand we have no liability and you will hold us harmless should this occur.
- C.** Similarly, references to other coaches, information, events, services, products, opinions, or companies on our Website, blog, or emails is meant purely as a way to share information, not as an endorsement or suggestion that you purchase or use whatever is being mentioned. We are not responsible for any

information, content, emails, products, programs, or services of any other person, business, or entity that may be referenced on our Website.

11. **Warranties**

- A. You understand and agree that we make no warranties, express or implied, and hereby renounce any such warranties, guarantees, or representations with respect to any portion of our Website, the content herein, content distributed through email lists, social media, via webinars, or that which is made available through purchase via our membership site. The information provided by us is for general informational purposes. By use of the Website, you agree and understand that use of content and information found herein is provided in good faith, however we make no representation or warranty of any kind, express or implied, regarding the accuracy, adequacy, validity, reliability, availability or completeness of any information on the Site. All information is to be used at your own risk, with no guarantees, representations, or warranties regarding fitness for particular purpose, accuracy, or otherwise.

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