



## Terms of Use of **Eat.Train.Love.NYC**

Date Updated: **December 1, 2020**

You understand that by accessing **eattrainlovenyc.com**, including any content, functionality, and services offered on or through **eattrainlovenyc.com** (the "Website"), you voluntarily agree to abide by these Terms of Use (these "Terms") with **Eat.Train.Love.NYC** (referred to as "Eat.Train.Love.NYC," "us," "we," or "our" as the context may require).

### OVERVIEW.

The Website shall include any information or services made available by us, regardless of the medium, and shall include, without limitation any affiliated Website, mobile applications, videos, products and applications we make available. We reserve the right at any time, and from time to time, to modify, suspend or discontinue (temporarily or permanently) the Website, or any part of the Website, with or without notice.

The Website is not intended for users under 13 years of age. If you are under 13, do not use the Website and do not provide us with any personal information.

### PRIVACY.

We respect your privacy and are committed to protecting it. Our Terms of Use governs the processing of all personal data collected from you in connection with your purchase of products or services through the Website.

### ACCESSIBILITY POLICY

We recognize the need to develop electronic and information technology (E&IT) products and services that are accessible and usable by all people, including those with disabilities and special needs. We are committed to (designing products and services to conform) to applicable accessibility standards, to the maximum extent practicable. We're always learning. We consistently look for improvements in accessibility.

Support Services. We provide technical and customer support to accommodate the needs of users with disabilities and address issues related to the accessibility of Company's goods and services at [info@eattrainlovenyc.com](mailto:info@eattrainlovenyc.com).

### Steps We've Taken to Improve Accessibility

Here are some of the items we have addressed to make sure our sites and apps are as easy to use as possible for all users:

- Site Structure — We use accurate and descriptive headings, lists, paragraphs and other formatting features on our website so users may easily use the site with assistive technology.

- Text Equivalents — We are working to ensure all of our images and multimedia are fully accessible through alternative text, captions and transcripts for audio.
- Full Keyboard Access — Our website can be accessed using a keyboard.

#### ACCESSING THE WEBSITE AND ACCOUNT SECURITY.

We reserve the right to withdraw or amend this Website, and any service or material 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 both making all arrangements necessary for you to have access to the Website and ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

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 register with this Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by our [Private Policy Term & Conditions](#)., and you consent to all actions we take with respect to your information consistent with our [Private Policy Term & Conditions](#).

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 have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

We make no claims that the Website or any of its content is 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 and regulations.

These terms are an integral part of the Website Terms that apply generally to the use of our Website. You should also carefully review our [Private Policy Term & Conditions](#) before placing an order for products or services through this Website.

#### ORDER ACCEPTANCE AND CANCELLATION.

You agree that your order is an offer to buy, under these Terms, all products and services listed in your order. All orders must be accepted by us or we will not be obligated to sell the products or services to you. We may choose not to accept orders at our sole discretion, even after we send you a confirmation email with your order number and details of the items you have ordered.

#### PRICES AND PAYMENT TERMS.

All prices, discounts, and promotions posted on this Website are subject to change without notice. The price charged for a product or service will be the price in effect at the time the order is placed and will be set out in your order confirmation email. Price increases will only apply to orders placed after such changes. Posted prices do not include taxes [or charges for shipping and handling]. All such taxes and charges will be added to your merchandise total and will be itemized in your shopping cart and in your order confirmation email. We strive to display accurate price information, however we may, on occasion, make inadvertent typographical errors, inaccuracies or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.

We may offer from time to time promotions on the Website that may affect pricing and that are governed by terms and conditions separate from these Terms. If there is a conflict between the terms for a promotion and these Terms, the promotion terms will govern.

The following terms may be used by us to communicate pricing information:

- "Sale" refers to a reduced price for a product or service.
- "Clearance" refers to a reduced price for a product or service that will be discontinued.

Terms of payment are within our sole discretion and, unless otherwise agreed by us in writing, payment must be received by us before our acceptance of an order. We accept all major credit cards and electronic transfers for all purchases, please confirm with us ahead of time if you're uncertain if we accept your payment method of choice. You represent and warrant that (i) the credit card information you supply to us is true, correct and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honored by your credit card company, and (iv) you will pay charges incurred by you at the posted prices, including shipping and handling charges and all applicable taxes, if any, regardless of the amount quoted on the Website at the time of your order.

#### SHIPPING, DELIVERY, TITLE AND RISK OF LOSS.

We will arrange for shipment of the products to you. Please check the individual product page for specific delivery options. You will pay all shipping and handling charges specified during the ordering process, unless specified otherwise in your order. Shipping and handling charges are reimbursement for the costs we incur in the processing, handling, packing, shipping, and delivery of your order.

Title and risk of loss pass to you upon our transfer of the products to the carrier / delivery. Shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays in shipments.

#### GOODS NOT FOR RESALE OR EXPORT.

You represent and warrant that you are buying products or services from the Site for your own personal or household use only, and not for resale or export. You further represent and warrant that all purchases are intended for final delivery to locations within the US.

#### RETURNS AND REFUNDS.

Except for any products designated on the Website as “final sale” or “non-refundable,” we will accept a return of the products for a refund / store credit valid for 30 days of your purchase price, less the original shipping and handling costs, provided such return is shipped / received by us within 30 days of shipment/delivery with valid proof of purchase and provided such products are returned in their original condition, unused with tag attached. To return products, you must email [info@eattrainlovenyc.com](mailto:info@eattrainlovenyc.com) before shipping your product. You are responsible for all shipping and handling charges on returned items, unless otherwise specified]. You bear the risk of loss during shipment. We therefore strongly recommend that you fully insure your return shipment against loss or damage and that you use a carrier that can provide you with proof of delivery for your protection. All returns are subject to a 10% restocking fee.

Refunds are processed within approximately 5-7 business days of our receipt of your merchandise. Your refund will be credited back to the same payment method used to make the original purchase on the Website.

In the event of a defective product, you must email [info@eattrainlovenyc.com](mailto:info@eattrainlovenyc.com) for next steps to obtain replacement / refund / store credit as deemed appropriate in our sole discretion to resolve the situation.

WE OFFER NO REFUNDS [OR STORE CREDIT] ON SERVICES and have the right to deny return on eligible items. ALL SALES ARE FINAL.

#### DISCLAIMERS.

Manufacturer's Warranty and Disclaimers. We do not manufacture or control any of the products or services offered on our Website. The availability of products or services through our Website does not indicate an affiliation with or endorsement of any product, service or manufacturer. Accordingly, we do not provide any warranties with respect to the products or services offered on our Website. However, the products and services offered on our Website are covered by the manufacturer's warranty as detailed in the product's description on our Website and included with the product. To obtain warranty service for defective products, please follow the instructions included in the manufacturer's warranty. YOU AFFIRM THAT WE SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY BREACH OF WARRANTY CLAIMS OR FOR ANY DAMAGES ARISING OUT OF THE MANUFACTURER'S FAILURE TO HONOR ITS WARRANTY OBLIGATIONS TO YOU.

Disclaimer of Warranties. YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF

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Errors and Omissions. This website is updated on a regular basis. While we try to make accurate statements in a timely and effective manner, we cannot guarantee that all materials on the website are entirely accurate, complete or up to date. If you should see any errors or omissions and would like to let us know, please notify us at [info@eatrainlovenyc.com](mailto:info@eatrainlovenyc.com)

Technology Disclaimer. We make reasonable efforts to provide you with modern, reliable technology, software and platforms from which to access our Website, its content, and any services or items obtained through the Website. However, in the event of a technological failure, while we will make reasonable efforts to support you, some technological issues are far outside our control and will require you to access support from a third-party provider.

Assumption of Risk. You assume all the risk of your access and any subsequent actions you choose to take as a result of the influence, information or educational content provided to me, including by any of our contributors or any of the other Website users. You take full responsibility for your business' health, your personal health and well-being, your actions and decisions, and your personal care during the Website. You agree that you must evaluate and bear all risks associated with the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

Educational and Entertainment Purposes Only. This Website is for educational and entertainment purposes only. None of the Website or its related material(s) should be construed as medical, legal, financial advice as we are not medical doctors, lawyers or financial advisors.

No Guaranteed Outcomes. There is absolutely no guarantee of any outcomes [ex: you will lose weight, overcome mental illness, you will make or create income, etc.] as a result of participating on this Website or completing a suggested program. You understand that outcomes of the Website can be subjective and can vary greatly

depending upon individual circumstances and individual effort invested in the Website process.

Content Warning. The content in this Website may contain extensive discussion / demonstration / depiction / use of explicit content, mental health challenges, eating disorders, challenge your limiting beliefs, push you beyond your comfort zone, so please take appropriate steps to protect your mental health and expectations.

#### USER CONTRIBUTIONS.

The Website may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards and other interactive features (collectively, "Interactive Services") that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, "post") content or materials (collectively, "User Contributions") on or through the Website.

All User Contributions must comply with the Content Standards set out in these Term.

Any User Contribution you post to the Website will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material [for any purpose/according to your account settings].

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
- All of your User Contributions do and will comply with these Term.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Website.

User Contributions must comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not: (i) contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable, (ii) promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age, (iii) promote any illegal activity, or advocate, promote, or assist any unlawful act (iv) infringe or misappropriate the intellectual property rights privacy, or publicity rights of others, or (v) contains harmful content such as malware, viruses, time bombs, and other computer programming routines that could damage or interfere with a system, program, data, or personal information. If we are made aware of and determines that User Contributions have violated these Content Standards, we will take commensurate action to restore a supportive and productive environment, including the removal of the user who violated these Content Standards from the Website, without any refund.

#### AFFILIATE DISCLAIMER.

We reserve the right to link to products or services for which we earn a commission. A commission, affiliate fee and referral fee are all the same thing for this purpose. We will use reasonable efforts to conspicuously disclaim affiliate links in articles, resources and similar communications.

#### LINKS FROM THE WEBSITE.

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 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.

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#### RELIANCE ON INFORMATION POSTED.

The information presented on or through the Website is made available solely for general information purposes. 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.

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#### CHANGES TO THE WEBSITE.

We may update the content on this Website from time to time, but its 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.

#### COPYRIGHT COMPLAINTS.

We respect the intellectual property of others and require that our users do the same. If you believe that your work has been copied and is accessible on this WEBSITE in a way that

constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, please report it to us in writing. Written notice of claimed infringement should be directed to our designated agent at [info@eatrainlovenyc.com](mailto:info@eatrainlovenyc.com) attention Jillian O'Neil, Copyright Complaints.

Use of this Website constitutes acceptance of these Terms. You acknowledge that you have read and are bound by the Terms, as well as any other usage agreements of Ours that may govern your conduct. Thank you for participating in the Website. Please do not hesitate to contact us if you have questions.

#### LIMITED LICENSE.

Subject to and in accordance with these Terms and other guidelines or instructions we include in the Website, we grant a limited, non-transferable, non-sublicensable, non-exclusive, revocable license ("License") to make individual use of the content on the Website. The License is for individual use. You may not assign or transfer any of your rights or obligations under this Section or these Terms to any person or entity and any attempt to do so is void.

#### 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, selection, and arrangement thereof) are owned by the Company, 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.

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- 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.
- 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.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

Additionally, you must not duplicate, resell or share any of our content. Any purchased goods or services are for your eyes only unless specifically indicated.



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: [info@eattrainlovenyc.com](mailto:info@eattrainlovenyc.com)

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#### SURVIVAL.

You understand that the terms of these Terms shall survive beyond your use of the Website.

#### LIMITATION ON LIABILITY.

IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THESE TERMS, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

OUR SOLE AND ENTIRE MAXIMUM LIABILITY, FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY YOU FOR THE PRODUCTS AND SERVICES YOU ORDERED THROUGH OUR WEBSITE.

#### FORCE MAJEURE.

We are not be liable or responsible for, nor be deemed to have defaulted under or breached these Terms, for any failure, interruption, adaptation in format or scheduling, or delay in fulfilling or performing any term of these Terms, when and to the extent such failure, interruption, adaptation in format or scheduling, or delay is caused by or results from the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) pandemic, (f) action by any governmental authority; (g) national or regional emergency; (h) travel restrictions, (i) shortage of adequate power or transportation facilities; and (j) other events beyond the reasonable control of us or our contributors. We shall give notice as soon as reasonably possible to all of the Mastermind members of the occurrence of a Force Majeure Event. We shall use diligent efforts to end the failure, interruption, or delay and ensure the effects of such Force Majeure Event are minimized. We shall resume or reschedule the performance of its obligations as soon as reasonably practicable after the removal of the cause.

#### INDEMNIFICATION.

You agree to defend, indemnify, and hold harmless the Company, its 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 or your use of the Website, including, but not limited to, your User Contributions, any use of the Website's content, services, and products other than as expressly authorized in these Term, or your use of any information obtained from the Website.

#### DISPUTE RESOLUTION.

All matters relating to the Website and these Term, 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 **New York** without giving effect to any choice or conflict of law provision or rule (whether of the State of **New York** or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of **New York** in each case located in the City of **New York** and County of **New York**. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

#### ARBITRATION.

At Company's sole discretion, it may require You to submit any disputes arising from these Terms or use of the Website, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying **New York** law.

#### LIMITATION ON TIME TO FILE CLAIMS.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERM 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.

#### WAIVER AND SEVERABILITY

No waiver by the Company of any term or condition set out in these Terms 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 shall not constitute a waiver of such right or provision.

If any provision of these Terms is held by a 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 will continue in full force and effect.

#### AMENDMENTS.

We may amend these Terms from time to time. It is your responsibility to check this Website periodically for changes to these Terms. If we do amend these Terms, the date at the top of this Website indicates when these Terms were last updated. Amendments to these Terms will take effect on the date on which we publish the amendments on this Website, and from then on will govern the relationship between you and us in respect of your use of this Website. Continued access will constitute agreement to the updated Terms.

#### ENTIRE AGREEMENT.

These Terms represents the entire agreement between the parties with respect to Website.

#### ALL RIGHTS RESERVED.

All rights not expressly granted in these Terms and Conditions of Use or express written here are reserved by us.

#### YOUR COMMENTS AND CONCERNS.

If you have any questions about any term of these Terms, please contact us at [info@eatrainlovenyc.com](mailto:info@eatrainlovenyc.com).