

# AFFILIATE DISCLAIMER

This Affiliate Disclaimer (the “**Disclaimer**”) applies to all third-party products and services recommended, mentioned, or highlighted by Thriving With Deanna (TWD), as well as all third-party products sold by or through TWD, whether through its website, its social media, or in person. If you have any questions about this Disclaimer, please contact us at [info@thrivingwithdeanna.com](mailto:info@thrivingwithdeanna.com).

1. **The Parties.** This Agreement is made between Thriving With Deanna, a Limited Liability Company operating in the State of Vermont (“**TWD**,” “**we**,” “**us**,” and “**our**”) and you (“**you**” and “**your**”). By accepting TWD’s services and/or engaging with TWD’s website or social media, you acknowledge and agree to this Disclaimer.
2. **Affiliate Links.** Please assume that, for every recommendation or link we provide, the following holds true: we have become aware of a product or service that we think may be of interest to our readers. After we do our own research and decide this item is of value to ourselves, our community, or our clients, we choose to promote that item and are compensated when our readers click on the link or purchase the product or service. (That compensation comes from our affiliate, not you). Regardless of compensation, we only mention products and services that we believe in and feel would be a benefit to you.
3. **Qualifications.** We hold the following professional qualifications and certifications: Certified Health Coach.
4. **Scope of Practice.**
  - 4.1. Here is what we will be doing together:
    - 4.1.1. I will guide and motivate you to cultivate healthy habits of the mind, body, and spirit and support you in achieving your life and health goals.
    - 4.1.2. I will empower you to better understand yourself and your health.
    - 4.1.3. I will support you with goals related to mental clarity, energy improvement, digestive health, relationships, nutritional wellness, mental and emotional health, stress management, movement, and sleep.
  - 4.2. Here is what we will not be doing together:
    - 4.2.1. I do not diagnose conditions, prescribe treatment, or provide medical advice.
5. **FDA Disclaimer.** Unless we specify otherwise, the third-party products and services promoted, highlighted, or sold via TWD have not been evaluated for safety or efficacy by FDA-approved research. These products are not intended to diagnose, treat, cure or prevent any disease. None of the information presented here is intended to be a substitute for or alternative to information from health care practitioners. Please consult your healthcare professional about potential interactions or other possible complications before using any product.
6. **No Guarantees.** TWD does not make any guarantees about any third-party product or service. You are the only one who can decide if any recommendation is right for you, so please conduct further research, if necessary before choosing to purchase any product or service.
7. **Limitation of Liability.** By purchasing the products or services recommended, highlighted, or sold by or through TWD, you are agreeing to release from liability and waive any and all claims against Thriving With Deanna and its members, owners, directors, officers, contractors, employees, volunteers, associates, agents, executors, administrators, successors, family members and assigns

(the “**Released Parties**”) with respect to any and all liability and damages incurred from purchasing, using or storing, or in any way associated with those products or services.

8. **Arbitration.** Any controversy or claim arising out of or relating to this Agreement or the breach of this agreement shall be settled exclusively by arbitration. You also agree that should arbitration take place, it will be exclusive to the courts of the State of Vermont or such other arbitrator mutually agreed upon by the parties. The arbitrator’s decision shall be final and binding on both parties and enforceable in any court of competent jurisdiction. The costs of the arbitration shall be borne by the losing party. The arbitration award shall be final and binding upon the parties, and the parties hereby waive any rights to appeal or challenge the award to the extent permitted by applicable law. This arbitration clause shall survive the termination or expiration of this contract.
9. **General Legal Provisions. Choice of Laws and Venue.** This Agreement will be governed exclusively by the laws of the State of Vermont. The parties agree to irrevocably submit all claims to the exclusive jurisdiction of the courts of the State of Vermont. **Severability.** If any terms or provisions of this Agreement are invalid or unenforceable, the other provisions in the Agreement will remain in full force and effect. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and replaces any prior agreements.

Thanks for taking the time to read this!