

## GENERAL DISCLAIMER

This Disclaimer (the “**Disclaimer**”) contains important information that applies to all content provided by Thriving With Deanna (TWD), such as TWD’s online content, physical and electronic newsletters, audio/visual content, and websites, including, without limitation, <https://thrivingwithdeanna.com> (the **Site**). Additionally, this Disclaimer also applies to all products and services described, promoted, or sold via the Site or by TWD. If you have any questions about this Disclaimer, please contact us at [info@thrivingwithdeanna.com](mailto:info@thrivingwithdeanna.com).

1. **Your Health Decisions Are Your Responsibility.** By interacting with the Site, you acknowledge that you are fully responsible for your own health decisions. The content provided via the Site is not specifically tailored to your body or health concerns, does not include all information regarding the subject matter, and is only intended to serve as one informational resource for general educational purposes.
2. **Qualifications.** TWD and its operators, employees, and contractors may hold the following qualifications and professional certifications related to TWD: Certified Health Coach. TWD makes no representations to hold any other qualifications or representations outside of this.
3. **Scope of Practice.**
  - 3.1. Here is what we will be doing together:
    - 3.1.1. 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.
    - 3.1.2. I will empower you to better understand yourself and your health.
    - 3.1.3. 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.
  - 3.2. Here is what we will not be doing together:
    - 3.2.1. I do not diagnose conditions, prescribe treatment, or provide medical advice.
4. **Not Professional Medical Advice.** The content shared on this Site and by TWD is not professional medical advice, nor is it a substitute for such advice. This Site is simply a compilation of content and services that TWD is providing. The information on this Site and the content and services provided by TWD are not designed to diagnose, treat, cure or prevent any disease, pain, deformity, injury, or mental or physical condition of any kind. It is solely your responsibility to decide whether to seek professional medical advice before engaging with TWD’s content or making any decisions regarding your own health.
5. **Video Disclaimer.** In engaging with the content and videos shared on TWD’s Site and other platforms, including YouTube, you hereby release TWD from any liability related to any injuries or issues that may arise from engaging with, participating in, or viewing this content. **YOU ARE RESPONSIBLE FOR YOUR OWN ACTIONS WHEN ACCESSING THIS CONTENT.** This content is posted for educational and informational purposes only and is not tailored to you specifically in any way. Please note that this content is simply TWD’s interpretation and approach, and that TWD makes no representations about its efficacy and does not promise or guarantee any specific results. Please feel free to connect with TWD to ask us any questions. All communications should be directed to [info@thrivingwithdeanna.com](mailto:info@thrivingwithdeanna.com).
6. **No Guarantees.** You understand that TWD makes no guarantees whatsoever regarding any results with respect to information, products, or services we share or sell through the Site. There is no guarantee that you will receive similar results to others, including those who

provide testimonials. At the end of the day, we will not be responsible or make any promises about what will happen in your life and health.

7. **Affiliate Links.** Please assume that, for every recommendation and 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. We only mention items that we believe in and feel would be a benefit to you.
8. **FDA Disclaimer.** Any statements on the Site made regarding products or services may not have been evaluated by the Food and Drug Administration or other relevant food, drug or health-related governmental agencies. The efficacy of products promoted, highlighted, or sold via the Site have not been confirmed 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.
9. **Not a Client.** By accessing and using the Site, there is no client-professional relationship created between you and TWD. You will only be a client once we enter into an agreement regarding the services or when you sign a contract that we send to you, thereby officially creating a professional-client relationship. We hope to work together with you soon, but until we sign an agreement together, you are not a client. By continuing to use the Site, you acknowledge that, for the moment, we are just pals.
10. **Mistakes.** We are committed to doing our best. All of the content we put on the Site is intended to be as accurate as possible and as helpful as possible in providing you with our content and services. That being said, please understand that we are human and can make mistakes, and there is a chance that information on the Site may be inaccurate. If this happens, we will rectify it as soon as it comes to our attention! We will never intentionally mislead you, and we are committed to providing you with the best content and services. If you have any issues with this, you are always welcome to stop using the Site.
11. **No Warranties.** TWD makes no promises that the Site or third-party programs we use to offer our services and products will always be operational. If something goes wrong, obviously, we'll do everything we can to fix it ASAP. We also make no representations or warranties of any kind around any of the content we produce or share on the Site. To the maximum extent permissible by State of Vermont laws, TWD disclaims all warranties regarding all information, products and services offered on or through the Site.
12. **Release, Waiver and Indemnity.** You hereby release, hold harmless, indemnify and waive any claims against TWD and its members, owners, directors, officers, contractors, employees, affiliates, volunteers, associates, agents, executors, administrators, successors, family members and assigns (the "**Released Parties**") with respect to any and all liability and damages incurred during, or in any way associated with the Site or products or services highlighted, promoted or sold via the Site, however caused, including as a result of the Released Parties' negligence, including but not limited to damage to or loss of personal property, personal injuries, death, or illness. You are releasing the Released Parties at your own risk, and you agree to forfeit any and all forms of legal recourse that may be available to you, including but not limited to any form of damages, as a result of your engagement with the Site or purchase of products or services via the Site. You agree that this provision applies to you, your family, heirs, executors or anyone else who may be able to bring a legal action on your behalf in the future.
13. **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.

14. **Reach Out.** Please feel free to connect with TWD to ask us any questions. All communications should be directed to [info@thrivingwithdeanna.com](mailto:info@thrivingwithdeanna.com).

**In Health,**

Thriving with Deanna