

Terms and Conditions of Use

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Use and Consent

Please read these Terms and Conditions of Use (hereinafter “Terms and Conditions”) carefully and in their entirety before using www.optimalvitalitync.com (hereinafter “Website”).

These Terms and Conditions are entered into by and between Optimal Vitality (hereinafter “we,” “our,” “us”) and you.

As a user of our Website, you agree to these Terms and Conditions, and your use of our website constitutes your voluntary acceptance to be bound by these terms, whether you have read them or have had the opportunity to read them and have chosen not to.

This website is not intended for persons under the age of 18. If you are under the age of 18, you may **not** use or view this website.

Privacy Policy

We respect your privacy and permit you to control the treatment of your personal information. Please read our Privacy Policy here [PRIVACY POLICY](#).

Legal and Financial Disclaimer

You understand and agree that this Website is intended to provide information and education. The information provided is not business, financial, or legal advice.

You should consult with an attorney, accountant, and/or financial advisor in your area who understands your particular personal, business, and financial situation so that you can take the right steps for you and your situation.

Earnings Disclaimer

You understand and agree that this Website is intended to provide information and education to assist you in attaining your goals.

You understand and agree that your success depends entirely on your business experience, motivation, and individual capacity. There are no guarantees of any kind as to your earnings and income.

No Warranty or Liability

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The use of our Website or the downloading of any materials through the website is done at your own discretion and risk and with your agreement that you will be solely responsible for any damage to your computer system, loss of data, or other harm that results from such activities. Optimal Vitality assumes no liability for any computer virus or other similar software code that is downloaded to your computer from our Website or in connection with any materials offered through the Website.

THE INFORMATION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT.

YOU AGREE THAT IN NO EVENT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, SHALL Optimal Vitality AND ITS SUBSIDIARIES, AFFILIATES, AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, OR PARTNERS BE LIABLE TO YOU OR ANY THIRD PARTY IN ANY WAY FOR DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, AND/OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, THOSE ARISING FROM THE USE OF OR INABILITY TO USE OUR WEBSITE OR ITS CONTENT, OR MATERIALS REQUESTED THROUGH EMAIL; THE STATEMENTS OR ACTIONS OF ANY THIRD PARTY ON OR THROUGH OUR WEBSITE; ANY DEALINGS WITH VENDORS OR OTHER THIRD PARTIES; ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; ANY INFORMATION THAT IS SENT OR RECEIVED OR NOT SENT OR RECEIVED; ANY FAILURE TO STORE OR LOSS OF DATA, FILES, OR OTHER CONTENT; ANY LOSS INCURRED BY YOU OR YOUR BUSINESS, INCLUDING, BUT NOT LIMITED TO, LOSS OF CLIENTS, LOSS OF GOODWILL, LOSS OF INCOME OR REVENUE, LOSS OF ANTICIPATED INCOME, LOSS OF SALES; OR ANY OTHER LOSS OR DAMAGE OF ANY KIND.

Optimal Vitality 'S CUMULATIVE LIABILITY FOR ANY LOSS OR DAMAGE TO YOU OR OTHERS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED \$20,000 (USD).

We expressly exclude any liability to the fullest extent of the law.

By using our Website and its content or requesting materials via email, you agree to this limitation of liability and release Optimal Vitality from any and all claims.

Indemnification

You agree at all times to defend, hold harmless, and indemnify Optimal Vitality, and its subsidiaries, affiliates, agents, officers, directors, employees, or partners, from any claim,

demand, cause of action, including attorney's fees and costs, arising from your use of our Website or its content, or materials requested through email, as well as any third party claims of any kind arising from your actions in relation to our Website (including any content you submit, post to, or transmit through our Website).

Should we be required to defend ourselves in any action directly or indirectly involving you, you agree to provide any documents, testimony, evidence, or other information we deem useful to us free of charge.

Intellectual Property Protection and Personal Use

The materials contained on our Website, including, but not limited to, digital products, programs, documents, videos, photos, graphics, designs, and other files, are the proprietary property of Optimal Vitality and are protected by United States intellectual property rights.

Optimal Vitality grants you a limited non-exclusive non-transferable license to view, download, and/or print the content of our Website **solely for your personal, non-commercial use with respect to your business**. You agree not to copy, republish, frame, transmit, modify, rent, lease, loan, sell, assign, distribute, license, sublicense, reverse engineer, or create derivative works based on our Website, its materials, or its services, except as expressly authorized herein.

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Nothing contained on our Website should be understood as granting you a license to use any of the trademarks, service marks, or logos owned by Optimal Vitality' or by any third party.

Any other use of the materials in our Website and/or materials requested via email, including, but not limited to, for any commercial use, copying, republication, distribution, transfer, performance, display, or reproduction other than as indicated above, is strictly prohibited.

You agree that you will not use our Website, digital products, programs, documents, videos, photos, graphics, designs, and other files in any manner that constitutes an infringement of our intellectual property rights. Unauthorized use constitutes theft and we reserve the right to prosecute theft to the fullest extent of the law.

Your License to Us

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You retain the right to remove your User Content at any time.

If you remove your User Content, the license granted to us expires but we retain the license to the extent that any User Content has been incorporated into our advertising and/or marketing or on our content sites.

User Limitations

You agree that you will not post, transmit, upload, perform, or otherwise make available any User Content that is:

- Harmful, threatening, defamatory, abusive, harassing, obscene, vulgar, hateful, pornographic, or otherwise objectionable;
- Advocates or encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or foreign law or regulation; or
- Advertises or otherwise solicits funds or is a solicitation for goods or services.

You agree to use this Website for lawful purposes only and agree not to violate or attempt to violate any security features of our Website including, but not limited to:

- Accessing content or data not intended for you, or logging onto a server or account that you are not authorized to access;
- Attempting to probe, scan, or test the vulnerability of our Website or any associated system or network, or to breach security or authentication measures without proper authentication;
- Interfering or attempting to interfere with service to any user, host, or network, including, without limitation, by means of submitting a virus to our Website, overloading, “flooding,” “spamming,” “mail bombing,” or “crashing;”
- Using our Website to send unsolicited email, including, without limitation, promotions or advertisements for products or services;
- Forging any TCP/IP packet header or any part of the header information in any email or in any posting to our Website; or
- Attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by Optimal Vitality’ in providing our Website.

You understand that any violation of system or network security may subject you to civil and/or criminal liability. Optimal Vitality’ intends to cooperate fully with any law enforcement officials or agencies in the investigation of any violation of these Terms and Conditions or of any applicable laws.

Testimonials

Our Website may feature testimonials from time to time. They are examples. While these testimonials are accurate and honest portrayals of actual clients or customers sharing their opinions about our Website, products and/or services, they are not a guarantee that all clients or customers will have the same, similar, or better experience.

No Formal Endorsements

Any reference or link to any other companies, events, services, or products, on our Website, blog, or in our emails does not guarantee your success and/or satisfaction with and is not an endorsement of said companies, events, services, or products.

You understand and agree that you must use your own judgment to determine whether any other companies, events, services, or products would be beneficial to you and/or your business.

You agree that we shall have no liability should you choose to make a purchase from any referenced company, event, service, or product and become dissatisfied. You agree to indemnify and hold us harmless should this occur.

Affiliate Disclosure

We may choose to provide an affiliate link to products and/or services that we believe align with our own products and/or services from time to time. You understand that we may receive financial compensation or other payment as a result of your purchase of a product and/or service using the link.

You understand and agree that you must use your own judgment to determine whether to make a purchase using an affiliate link. You agree that we shall have no liability should you choose to make a purchase from an affiliate link and become dissatisfied. You agree to indemnify and hold us harmless should this occur.

Third Party Links

From time to time, we may provide a link to a third-party website. These links are provided for your education and information only and are not an endorsement by Optimal Vitality'. If you use those links, you leave our Website.

You agree that Optimal Vitality' is not responsible for the content, availability, or accuracy of other websites that may be linked to our Website. We make no warranty of any kind, whether express or implied, regarding third-party content, availability, or accuracy.

By clicking on a link to a third-party website, you agree that you are doing so of your own discretion, volition, and at your own risk. You agree that Optimal Vitality' is not liable for any damage or loss caused by your access to or use of information, materials, products, or services contained on and/or purchased from any linked third-party website.

By clicking on a link to a third-party website, you may allow third-parties to collect and/or share your personal information. The privacy policies and terms and conditions on those third-party websites may differ from our Website. You are encouraged to read the privacy policies and terms and conditions of every linked third-party website that you visit.

Termination

We reserve the right to terminate your access to our Website, in full or in part, at any time for any reason.

Dispute Resolution and Jurisdiction

These Terms and Conditions shall be governed and construed according to the laws of the State of North Carolina, without regard to conflict of laws principles. The nearest state and federal court to Fayetteville, North Carolina shall have exclusive jurisdiction over any case or controversy arising from your use of our website or its content, or via materials requested through email.

By using our Website or its content, or via materials requested through email, you submit to the exclusive jurisdiction and venue of these courts and waive any defense of forum non conveniens.

In the event that Optimal Vitality' must make a claim for any breach of these Terms and Conditions by negotiation, litigation, mediation, or arbitration, we shall be entitled to recover attorney's fees and costs.

Severability

If any provision of these Terms and Conditions shall be declared unenforceable or invalid, all remaining provisions shall remain in full force and effect.

Modification of Terms and Conditions

We reserve the right, in our sole discretion, to change, modify, add, or delete portions of these Terms and Conditions at any time without notice, and it is your responsibility to review these Terms and Conditions for any changes. Such changes are effective immediately upon us posting the revised Terms and Conditions. Your use of the Website following any change(s) to these Terms and Conditions will constitute your agreement and acceptance of the revised Terms and Conditions.

We recommend that you check the Terms and Conditions when you visit our Website to be sure that you are aware of our most current policies.

IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT THESE TERMS AND CONDITIONS, PLEASE CONTACT: optimalvitalitync@gmail.com