

TERMS OF USE

Peachtree Integrative Nutrition, LLC (“PIN” or “It”) delivers in-person and virtual nutrition coaching services, content, products, and materials (the “Services”) through the website (www.peachtreenutrition.com) and all associated digital platforms, media accounts, mobile applications (together, the “Site”) to individuals who use the Site and/or purchase the Services (the “Clients” or “You”). These Terms of Use (as amended or modified from time-to-time, the “Terms of Use”) govern your use of the Services and the Site. A full copy of the Terms of Use, as amended, are available at www.peachtreenutrition.com.

PLEASE READ THE FOLLOWING CAREFULLY BEFORE YOU USE PEACHTREE INTEGRATIVE NUTRITION’S SERVICES.

By signing, clicking the “I accept” button or by using the Site or Services, you acknowledge that you are 18 years of age or older (or of legal age in your jurisdiction required to form a binding contract if that age is over 18) and that you have read, understand and agree to be bound by these Terms of Use, as amended from time-to-time. If you are not willing to be bound by and comply with these Terms of Use, you should not access or otherwise use our Site or Services. PIN may modify these Terms of Use at any time, in It’s sole discretion, and such modifications shall be effective immediately upon the earlier of the posting of the modified Terms of Use on the Site or your notification of such amendments. You agree to review these Terms of Use periodically and your continued use of PIN’s Site or Services shall be deemed conclusive acceptance of any modified Terms of Use.

Who Can Use PIN’s Services

PIN’s Site and Services are not intended for use by individuals under the age of 18 (a “Minor”) unless a Minor has obtained prior consent to use It’s Site or Services. Use of PIN’s Site or Services by a Minor without such consent is strictly prohibited. PIN specifically disclaims any and all responsibility or obligation to monitor or verify the age or legal status of any Client. PIN will have no liability resulting from any use of It’s Site or Services by any Minor.

Peachtree Integrative Nutrition’s Services

PIN offers two options of nutrition coaching products and services:

- a. Option 1: Getting Started (“Option 1”);
When you register for Option 1, you will receive one-on-one nutrition coaching for three months. After you provide baseline information, PIN will make an assessment, and offer individualized recommendations based on the Client’s stated goals. Recommendations can be adjusted over time as needed.
- b. Option 2: Maintenance (“Option 2”);
When you register for Option 2, you will continue to receive one-on-one nutrition coaching in an effort to continue progress or transition to a maintenance phase. Tailored recommendations to achieve goals may change over time as the client’s physique begins to change. Option 2 is only available to client’s who have completed the full three months of Option 1.

*Full details for Option 1 and Option 2 are listed on the Site at www.peachtreenutrition.com.

Payment

You agree to pay and authorize PIN’s third party payment processor to charge using your selected payment method and payment plan, for all applicable fees, prorated charges, and taxes that may accrue in relation to your subscription to use It’s Services or purchase It’s products. All fees are in US Dollars and are non-refundable except as required by law.

All prices, discounts and promotions posted on this Site are subject to change without notice. The price charged for a product or Service will be the price advertised on this Site at the time the order is placed, subject to the terms of any promotions or discounts that may be applicable. The price charged will be clearly stated in your order confirmation. For subscription offerings PIN reserves the right to change pricing upon notice. Posted prices are exclusive of all applicable taxes. PIN is not responsible for charges or foreign exchange rates applied by your credit card company and/or financial institution.

You are responsible for providing complete and accurate billing and contact information to PIN. PIN may suspend or terminate the Services if fees are 15 days past due.

Wherever possible, PIN collects personal information directly from you. Where applicable, It may also obtain information about you from other sources.

Cancellation/Refunds

You may cancel your Client Agreement at any time by emailing PIN at peachtreenutrition@gmail.com. When a Client cancels their Client Agreement, for whatever reason, within the first seven days of their Client Agreement start date, they shall receive a 50% refund of that month's fee. A month shall be considered 30 rolling days from the Client Agreement start date. After the initial seven days, any Client who cancels will be responsible for paying any fees already collected, in full, with no refund or other compensation. After cancellation, subsequent monthly payments will no longer continue to be withdrawn. PIN reserves the right to refuse future Services to Clients who have previously cancelled Services at any point in their Client Agreement.

In the event of your default under these Terms of Use, PIN reserves the right to terminate or suspend your account or use of the Services at any time. In such event, PIN shall not be required to provide you a refund or other compensation.

PIN, at its sole discretion, reserves the right to discontinue a Client Agreement and/or suspend Services to a client for any other unspecified reason, and may determine, on an individual basis, if the Client is eligible for a refund for that month.

Upon termination, discontinuation or cancellation of Its Services, all provisions of these Terms of Use which should survive will survive, including, without limitation: content rights and ownership provisions, warranty and professional/medical services disclaimers, assumption of risk and indemnity, limitations of liability, and dispute resolution provisions.

Content Rights and Ownership

All content provided or otherwise made available by PIN through Its Services and the Site, including but not limited to text, graphics, images, music, software, audio, video, concepts, methods of operation, works of authorship of any kind, and information or other materials appearing on or emanating to and/or from the Services, as well as their overall design and appearance (the "**Content**") is owned and controlled by PIN.

General Prohibitions and Acceptable Usage

To foster a positive and welcoming community for Its Services and on the Site, PIN has established the following rules of use. You agree you will not:

- Permit any other person (other than an agent acting solely on your behalf and subject to your direct supervision) to access the Services or the Site using your account for any purpose;

- Attempt to access another person's account, including, without limitation, attempts to use another person's credentials to create an account for our Services or the Site, unless you are acting solely on behalf of another person pursuant to a written agency agreement detailing this permission;
- Create multiple accounts under different names or emails, or re-register an account that was previously terminated by PIN;
- Post, upload, publish, submit or transmit any Content through our Services or the Site that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (vii) promotes illegal or harmful activities or substances;
- Post, upload, publish, submit, transmit, or communicate, in any manner or forum, content directly to and/or about a PIN employee that: (i) is defamatory, obscene, pornographic, vulgar or offensive; (ii) promotes discrimination, bigotry, racism, hatred, harassment or harm; (iii) is violent or threatening or promotes violence or actions that are threatening or perceived to be threatening.
- Use, display, mirror or frame the Services, or any individual element within the Services, PIN's name, logo or other proprietary information, or the layout and design of any page or form contained on a page on It's Site or in the Services, without PIN's express written consent;
- Access, tamper with, or use non-public areas of the Services and the Site, PIN's computer system, or the technical delivery systems of PIN's provider;
- Attempt to probe, scan, or test the vulnerability of any PIN system or network or breach any security or authentication measures;
- Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by PIN or any other third party (including another Client) to protect the Services, Site, or Content;
- Interfere with, or attempt to interfere with, the access of any Client, host or network, including, without limitation, intentionally posting or transmitting to or through the Services or the Site any file that contains a virus, bug, worm, Trojan horse, disabling device or any other contaminating or destructive feature;
- Attempt to access or search the Services, Site or Content or download Content from the Services or Site through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by PIN or other generally available third party web browsers;
- Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation through our Services;
- Use the Services, Site or Content for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms of Use;
- Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services, Site, or Content to send altered, deceptive or false source-identifying information;
- Use any meta tags or other hidden text or metadata utilizing a PIN logo, URL or product name without PIN's express written consent;
- Collect or store any personally identifiable information from the Services or the Site from other Clients without their express permission;
- Impersonate or misrepresent your affiliation with any person or entity;
- Violate any applicable law or regulation; or
- Encourage or enable any other individual to do any of the foregoing.

The sender of any communication in or through our Services or the Site shall be solely responsible for the content and information contained therein, including, without limitation, its truthfulness, accuracy and completeness. Although PIN reserves the rights to monitor, record, edit or remove any content within our Services or the Site, PIN

has no obligation or responsibility to do so. In addition, PIN shall not be liable or responsible to any Client or any other person or entity for the performance or non-performance of the monitoring, recording, editing or removal activities mentioned above.

No Professional or Medical Advice; No Doctor-Patient Relationship

PIN'S COACH IS NOT ACTING AS A HEALTHCARE PROFESSIONAL. IT'S SERVICES AND THIS SITE DO NOT PROVIDE OR OFFER, AND ARE NOT A REPLACEMENT FOR, PROFESSIONAL MEDICAL EVALUATION, ADVICE, DIAGNOSIS OR TREATMENT ("MEDICAL ADVICE").

PIN provides the services for informational purposes only. Based on information that you request and/or provide to it, PIN provides you: (i) access to general health education and information; (ii) nutritional and other fitness advice, and (iii) references to other resources. While PIN believes that the information provided through It's Services and the Site is current and reliable, PIN cannot and does not make any such guarantee or warranty.

YOU HEREBY AGREE THAT, BEFORE USING PIN'S SERVICES, YOU WILL CONSULT YOUR PHYSICIAN OR OTHER HEALTH CARE PROVIDER FOR MEDICAL ADVICE, PARTICULARLY IF YOU ARE AT RISK FOR PROBLEMS ARISING FROM CHANGES IN YOUR DIET OR LIFESTYLE.

PIN's Services are not intended to be used by Minors or individuals with health conditions that makes the kind of changes to diet or lifestyle suggested by our Services unsafe or inappropriate.

Furthermore, PIN shall have no obligation or responsibility to monitor your health status or health condition or to contact or alert any medical or emergency professional. PIN shall not be liable to you for your reliance on any information obtained through the use of the Services or this Site, and PIN disclaims all liability in connection with such information. This disclaimer shall not extend to damages caused directly and solely by PIN's gross negligence or willful misconduct.

Assumption of Risk and Disclaimer

PIN PROVIDES, AND YOU ACKNOWLEDGE AND AGREE THAT PIN PROVIDES, THE SERVICES, THIS SITE AND ANY AND ALL MATERIALS RECEIVED BY YOU AS PART OF YOUR USE OF IT'S SERVICES AND THIS SITE "AS IS" AND "WITHOUT WARRANTY" OF ANY NATURE OR KIND. PIN GRANTS NO, AND PIN HEREBY DISCLAIMS ALL, WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SERVICES AND THIS SITE PROVIDED TO YOU, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE SERVICE, THIS SITE, OR CONTENT WITH WHICH IT IS LINKED. PIN DOES NOT WARRANT THAT (I) YOUR USE OF THE SERVICES OR THIS SITE WILL BE UNINTERRUPTED OR SECURE, THAT IT WILL BE ALWAYS AVAILABLE OR ERROR FREE OR WILL MEET YOUR REQUIREMENTS OR NEEDS, (II) ANY OR ALL DEFECTS OR ERRORS IN THE SERVICES OR THIS SITE WILL BE CORRECTED OR (III) THAT THE SERVICES OR THE INFORMATION PROVIDED ON THIS SITE IS ACCURATE, CURRENT OR COMPLETE. PIN RESERVE THE RIGHT TO MODIFY AND/OR DISCONTINUE THE SERVICE OR ACCESS THERETO AT ANY TIME WITHOUT NOTICE TO YOU.

FURTHER, USING THE SERVICES MAY INVOLVE THE RISK OF PHYSICAL OR MENTAL INJURY OR ILLNESS. SPECIFIC RISKS VARY FROM ONE DIET OR LIFESTYLE CHANGE TO ANOTHER AND THE RISKS RANGE FROM MINOR INJURIES OR ILLNESS TO MAJOR INJURIES OR ILLNESS.

IN CONSIDERATION OF YOUR USE OF THE SERVICES, YOU UNDERSTAND AND VOLUNTARILY ACCEPT THE RISKS AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS PIN AND ITS OWNER, EMPLOYEE, AND SUCCESSOR, FROM AND AGAINST ANY LOSS, LIABILITY, CLAIM, DEMAND, DAMAGES, COSTS AND EXPENSES, INCLUDING ALL LEGAL AND OTHER REASONABLE FEES AND EXPENSES FOR INVESTIGATING OR DEFENDING ANY ACTION OR THREATENED

ACTION (AS WELL AS SETTLEMENT COSTS) WHICH ANY OF THE INDEMNIFIED PARTIES MAY INCUR IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RESULTING FROM: (I) ANY BREACH BY YOU OF THESE TERMS OF USE; (II) YOUR USE OF THE SERVICE, YOUR ACCOUNT(S), YOUR CLIENT CONTENT; AND/OR (IV) ANY VIOLATION BY YOU OF ANY LAW OR THIRD PARTY RIGHTS, INCLUDING, WITHOUT LIMITATION, FOR PERSONAL, BODILY, OR MENTAL INJURY, WRONGFUL DEATH, EMOTIONAL DISTRESS, ECONOMIC LOSS, LOSS OF SERVICES OR OTHER DAMAGES OR HARM OR ANY DAMAGE TO YOU, YOUR SPOUSE, UNBORN CHILD, OR OTHER THIRD PARTIES RESULTING FROM YOUR USE OF THE SERVICES, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF PIN OR ANYONE ON PIN'S BEHALF. YOU UNDERSTAND AND ACKNOWLEDGE THAT PIN IS PROVIDING INFORMATIONAL SERVICES ONLY AND MAY NOT BE HELD LIABLE FOR DEFECTIVE PRODUCTS.

Disputes

In the event a dispute arises from, or in connection with, these Terms and Conditions, the party who claims that there is a dispute will give written notice to the other party, including details of the dispute and a proposed resolution. Within seven (7) days of receiving the notice, the parties will meet in order to resolve the dispute or if they are unable to do so, they will agree upon another method to resolve the dispute in good faith. All aspects of such meetings, except the fact that the meeting was held, will be privileged. If the parties do not resolve the dispute, or where the dispute remains unresolved following the meeting and the parties do not agree upon an alternate method to resolve the dispute, within twenty-one (21) days after receipt of the notice, the dispute may be referred by either party to litigation by notice in writing to the other party.

Limitation of Liability

IN NO EVENT SHALL PIN, NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES OR CONTENT BE LIABLE: (I) TO YOU FOR ANY PUNITIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA OR GOODWILL, LOSS OF PROGRAMS, LOST PROFITS, COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR COST OF SERVICE INTERRUPTIONS) ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE THE SERVICES, THIS SITE, THE SERVICES MOBILE APPLICATION SOFTWARE (IF ANY) AND ANY AND ALL EQUIPMENT OR DEVICES RECEIVED BY YOU AS PART OF YOUR USE OF IN THE SERVICES, EVEN IF PIN OR ITS AGENTS OR REPRESENTATIVES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR (II) TO ANY PERSON OTHER THAN YOU FOR ANY DAMAGES WHATSOEVER.

IN ADDITION, PIN DISCLAIMS ALL LIABILITY, REGARDLESS OF THE FORM OF ACTION, FOR THE ACTS OR OMISSIONS OF OTHER CLIENTS OR UNAUTHORIZED USERS (E.G., "HACKERS") OF THE SERVICES. EXCEPT WHERE DUE TO PIN'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

IN NO EVENT SHALL PIN BE LIABLE TO YOU OR ANYONE ELSE FOR ANY AMOUNT IN EXCESS OF THE AMOUNTS PAID BY YOU (OR BY A THIRD PARTY ON YOUR BEHALF, AND ONLY TO THE EXTENT SUCH AMOUNT IS DIRECTLY ATTRIBUTABLE TO YOU AND NOT ANOTHER CLIENT) TO PIN FOR ACCESS TO THE ONLINE SERVICES AND THIS WEBSITE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR THE LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY BY JURISDICTION.

Violation of the Terms of Use

In addition to any other rights and remedies available to PIN, It reserves the right to terminate or suspend any Client's right to access or use It's Services or the Site, without notice, if It believes, in It's sole discretion, that such Client has violated these Terms of Use.

Personal Information and Privacy Policy

All information provided by you or collected by PIN in connection with your use of It's Services, including your payment information and health information ("**Personal Information**"), will be collected, used and disclosed pursuant to the terms of PIN's Privacy Policy, which is incorporated by reference and available online at www.peachtreenutrition.com. PIN may amend the Privacy Policy from time-to-time, in its sole discretion, without being liable to you or any other person, by making an amended Privacy Policy available through our Site or otherwise notifying you. Each time you use It's Site, you consent to the collection, use and disclosure of your Personal Information (including your Personal Health Information) by PIN in accordance with It's Privacy Policy, as amended.

Links to Third Party Websites

PIN's Services may contain links to third-party websites, social media platforms or other resources, but these links and sites do not form part of It's Services. PIN provides these links only as a convenience to you and is not responsible for the content, products or services available from those websites or resources or links displayed on such sites. PIN does not endorse or control any information accessed on or from any third-party website and assumes no responsibility for any material which may be accessed through such links. You acknowledge sole responsibility for, and assume all risk arising from, your use of any third-party websites or resources. Please make sure to review the applicable agreements and policies when visiting any third-party websites, including different policies with respect to the use, collection and disclosure of your Personal Information.

Internet Service Provider Charges and Other Charges

You are responsible for all mobile, cable or other internet service provider charges incurred by you for connecting to the Services or the Site, and PIN assumes no responsibility or liability for any such charges, including, but not limited to, data charges, long distance charges, per minute (or unit) surcharges, and/or equipment or line costs, incurred by you while accessing the Services or the Site. Any dispute or problem regarding telephone or internet provider services are strictly between you and your service provider. You may receive text messages in connection with your use of our Services or the Site. Standard text messaging and data usage rates may apply. You are responsible for all charges incurred by you for text you receive and PIN assumes no responsibility or liability for any such charges.

Communication with You

Subject to providing your express consent by registering for PIN's Services or contacting PIN via It's Site, you consent to receive (via email or through the Services or Site) communications from PIN regarding the use of the Services and the Site, and authorize PIN to send you other communications, newsletters or offers regarding products and services.

General Provisions

The Terms of Use, accepted upon first accessing the Services and the Site, including all policies, terms and conditions or other documents and agreements you may accept incorporated by reference, constitutes the entire agreement between you and PIN regarding the use of our Services and the Site. Any and all other written or oral agreements or understandings previously existing between you and PIN with respect to use of our Services and Site are hereby superseded and cancelled.

If any provision of the Terms of Use is found unlawful, void or unenforceable, then such provision shall be deemed severable from the rest of the Terms of Use and shall not affect the validity and enforceability of any remaining provisions.

Contact

If you have any questions about these Terms of Service, PIN's Services, or It's Site please contact PIN at peachtreenuitrition@gmail.com.

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