

TERMS OF PURCHASE

HolmMade Nutrition, LLC

12 Weeks to Wellness – Virtual Program, or any other Online Course/Program/Coaching from HolmMade Nutrition, LLC

By clicking “Buy Now,” “Purchase,” or any other phrase on the purchase button, entering your credit card information, or otherwise enrolling, electronically, verbally, or otherwise, you (“Client”) agree to be provided with products, programs, or services by **Kathryn Holm** (“Coach”), acting on behalf of **HolmMade Nutrition, LLC** (“Company”), and you are entering into a legally binding agreement with the Company, subject to the following terms and conditions:

1. TERMS.

- (a) Upon execution of this Agreement, electronically, verbally, or otherwise, the Coach agrees to provide services in accordance with the **12 Weeks to Wellness Virtual Program** (“Program/Course”).
- (b) The scope of services rendered by the Coach pursuant to this contract shall be solely limited to those contained therein and/or provided for on Coach’s Website www.holmmadenutrition.com and/or program host site such as but not limited to Teachable.com, Vimeo, or other host site, as part of the Program.
- (c) Coach reserves the right to substitute services equal to or comparable to the Program for Client if reasonably required by the prevailing circumstances.
- (d) Client agrees to be open, present and prepared to complete the work. Client is responsible for his/her own success and implementation of objectives met.
- (e) The content included in the Program is for your individual, non-commercial use. Client agrees not to share login details and/or Program materials with any third parties.
- (f) Coach reserves the right to remove Client from Program at any time for any reason.

(g) The Program includes the following depending on specific purchase options or add-ons chosen by Client, however actual specific content is subject to change without notice at Coach's discretion based on a variety of factors, including specific questions or interests of the group participants, changes in scientific research or evidence, efforts to improve or update content, or other reasons not listed here:

1. Weekly videos each week of the 12 week program, covering such topics as weight loss tips, role of food groups and specific foods, comparison of various diets, basic nutrition, cooking demo, exercise/physical activity, meal spacing and intermittent fasting, longevity and disease prevention, hunger management, and more!
 2. Supporting materials to accompany the videos with bonus materials and resources, printable materials, menu planning help, and more
 3. Regular assignments and goal ideas/suggestions to help keep you on track and accountable
 4. Symptom surveys to track progress
 5. Online private group forum access for support and accountability
 6. Live group Q&A sessions with the Coach
2. **METHODOLOGY.** Client agrees to be open minded to Coach's methods and partake in services as proposed. Client understands that Coach has made no guarantees as to the outcome of the coaching sessions or Program. Coach may revise methods or parts of the Program based on the needs of the Client.
3. **PAYMENT AND REFUND POLICY.**
- (a) Upon execution of this Agreement, Client agrees to pay to the Coach the full purchase amount.
 - (b) Coach does not offer refunds after 14 days from program commencement to ensure that clients are fully committed to the Program. In the case a refund is

given, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. However, your satisfaction is of utmost importance, and it is encouraged to reach out in case of questions or concerns via email (kat@holmmadenutrition.com).

- (c) Credit Card Authorization (if applicable for payment plan). Each Party hereto acknowledges that Coach will charge the credit card chosen by the Client for the amounts specified on the website. If Client selects a payment plan option, Client agrees to pay fees to the Coach according to the payment schedule set forth on Coach's website, or otherwise provided to Client, and the payment plan selected by Client (the "Fee").
 - (d) In the event Client fails to make any of the payments within a payment plan during the time prescribed, Coach has the right to immediately disallow participation by Client until payment is paid in full, including disallowing access to modules, materials, and coaching calls. If Client has not paid within seven (7) days, Coach has the right to terminate agreement.
4. **DISCLAIMERS.** By participating in the Program, Client acknowledges that the Coach is not a medical doctor, psychologist, and his/her/their services do not replace the care of other professionals. Even material presented in the program by a medical doctor is for educational purposes only. While best efforts are made to be scientifically as accurate and current as possible, HolmMade Nutrition, LLC or its affiliates makes no claim to the accuracy or reliability of the materials presented and is not liable for information presented that may be outdated, inaccurate, false, obsolete, or harmful. All program material regardless of who it is presented by is for educational purposes only, and is not intended to diagnose, treat, prescribe, prevent, or cure any disease, and is not intended to replace the advice of a qualified physician or healthcare provider. Before making diet or lifestyle changes, always consult your physician/healthcare provider. Health coaching is in no way to be construed or substituted as medical advice, psychological counseling or any other type of therapy or advice.

The Coach may provide the Client with information relating to products that the Coach believes might benefit the Client, but such information is not to be taken as an endorsement or recommendation. The Coach may make dietary and/or lifestyle suggestions, but these are wholly the Client's responsibility and choice on whether to implement such changes. The Coach is not responsible for any adverse effects or consequences that may result, either directly or indirectly, from any information or coaching provided. Use of Program is at Client's own risk. Any use of videos requiring physical activity are done at Client's discretion and Coach will not be held liable for any injury that could result from utilizing videos.

The Coach may provide Client with third-party recommendations for such services as health, physical therapy, lifestyle, or other related services. Client agrees that these are only recommendations and the Coach will not be held liable for the services provided by any third-party to the Client. The Coach is not responsible for any adverse effects or consequences that may result, either directly or indirectly, from any information or services provided by a third-party.

Any testimonials or examples shown through Coach's website, programs, and/or services are only examples of what may be possible for Client. There can be no assurance as to any particular outcome based on the use of Coach's programs and/or services. Client acknowledges that Coach has not and does not make any representations as to the future result that may be derived as a consequence of use of Coach's website, programs, products or services.

5. **WAIVER OF LIABILITY.** You are participating in online and/or in person coaching, classes or services during which You will receive information and instruction about physical activity, diet, sleep, lifestyle, or similar. You acknowledge that certain dietary or lifestyle changes that may be helpful for some people could be harmful or even fatal to others, and also that activity may require physical exertion, which may be strenuous and may cause physical injury or death, and Client is fully aware of the risks and hazards involved. You acknowledge that it is Your responsibility to

consult with a physician prior to and regarding participation in any physical fitness program and before making any major dietary change. You represent and warrant that You have no medical condition that would prevent Your participation in physical fitness activities or from making dietary or other changes. Client agrees to assume full responsibility for any risks, injuries or damages, known and unknown, which You might incur as a result of participating in online and/or in person coaching, classes or services, whether from diet, activity or other lifestyle change. Client or his/her representative knowingly, voluntarily, and expressly waives any claims You may have against the Company, or the instructor, for injuries, damages, or death that You or a family member may sustain as a result of participating in coaching or classes.

6. **INTELLECTUAL PROPERTY RIGHTS.** In respect of the documents specifically created for the Client as part of this Program, the Coach maintains all of the copyright, other intellectual property rights and any other data or material used or subsisting in the Material whether finished or unfinished. Client receives one license for personal use of any content provided the Coach. Nothing in this Agreement shall transfer ownership of or rights to any intellectual property of the Coach to the Client, nor grant any right or license other than those stated in this Agreement. The Coach reserves the right to immediately remove Client from the Program, without refund, if you are caught violating this intellectual property policy.
7. **RECORDING AND REDISTRIBUTION OF CALLS.** Client acknowledges that group coaching sessions and/or group calls may be recorded. Client also acknowledges that the recordings may be redistributed and/or resold at a later date as part of a separate package sold by the Coach.
8. **RELEASE.** Company may take photographs, videos, or audio recording during the Program that Company may use for future commercial or non-commercial purposes. Client agrees and understands that by participating in the Program, Client is consenting to being recorded and photographed and to the use of Client's

likeness, writing, and voice in any media in perpetuity by Company for whatever purpose as Company sees fit.

Client agrees that the Company may use any written statements, images, audio recordings or video recordings of Client obtained while enrolled in the Course. This includes any content Client may publish to social media accounts and online forums as well as any statements, images or recordings, captured about Customer's participation in the Course.

Client waives any right to payment, royalties or any other consideration for Company's use of such written statements, images, audio recordings and video recordings and Client waives the right to inspect or approve the finished product used by Company. The Company is hereby held harmless and released and forever discharged from all claims, demands, and causes of action which Client, their heirs, representatives, executors, administrators, or any other persons acting on Client's behalf or on behalf of the Client estates have or may have by reason of this authorization.

9. NON-DISPARAGEMENT. The Parties agree and accept that the only venue for resolving a dispute shall be in the venue set forth herein below. The Parties agree that they neither will engage in any conduct or communications with a third party, public or private, designed to disparage the other.
10. GOOD FAITH. Each party represents and warrants to the other that such party has acted in good faith, and agrees to continue to so act, in the negotiation, execution, delivery, performance, and any termination of this Agreement.
11. DISCLAIMER OF WARRANTIES. The information, education, and coaching provided to the Client by the Coach under this Agreement are provided on an "as-is" basis, without any warranties or representations express, implied or statutory; including, without limitation, warranties of quality, performance, non-infringement,

merchantability or fitness for a particular purpose. Nor are there any warranties created by a course of deal, course of performance or trade usage.

12. **LIMITATION OF LIABILITY.** By using **HolmMade Nutrition, LLC** services and purchasing this Program, Client accepts any and all risks, foreseeable or non-foreseeable, arising from such transaction. Client agrees that Coach will not be held liable for any damages of any kind resulting or arising from including but not limited to; direct, indirect, incidental, special, negligent, consequential, or exemplary damages happening from the use or misuse of the Program. Client agrees that use of this Program is at user's own risk.

13. **DISPUTE RESOLUTION.** If a dispute is not resolved first by good-faith negotiation between the parties to this Agreement, any controversy or dispute to this Agreement will be submitted to the American Arbitration Association. The arbitration shall occur within ninety (90) days from the date of the initial arbitration demand and shall take place in Olympia, WA or via telephone. The Parties shall cooperate in exchanging and expediting discovery as part of the arbitration process and shall cooperate with each other to ensure that the arbitration process is completed within the ninety (90) day period. The written decision of the arbitrators (which will provide for the payment of costs, including attorneys' fees) will be absolutely binding and conclusive and not subject to judicial review, and may be entered and enforced in any court of proper jurisdiction, either as a judgment of law or decree in equity, as circumstances may indicate.

14. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington within The United States of America, regardless of the conflict of laws principles thereof. If any term, provision, covenant, or condition of this Agreement is held by an arbitrator or court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and affect and shall in no way be affected, impaired, or invalidated.

15. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties and supersedes all prior agreements between the parties, whether written or oral.