# Disclaimer

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Your use of the Website constitutes your acceptance of, and agreement to, the following disclaimer ("Disclaimer). We reserve the right to modify, alter, amend or update this Disclaimer. This Disclaimer is subject to change without notice. If you do not agree with or do not accept any part of this Disclaimer, you must not use the Website.

# DISCLAIMER

We have made every effort to ensure that all information on the Website has been tested for accuracy. We make no guarantees regarding the results that you will see from using the information provided on the Website.

The Website disclaims liability for incidental or consequential damages and assumes no responsibility or liability for any loss or damage suffered by any person as a result of use of the information provided on the Website. The Website assumes or undertakes no liability for any loss or damage suffered as a result of the use of any information found on the Website.

#### **LICENSING**

Tara Lavelle is a licensed registered dietitian. Nothing presented on the Website creates a professional-patient relationship between you and Tara Lavelle.

# **NUTRITION DISCLAIMER**

All information provided regarding nutrition on the Website is intended to be used for informational purposes only. As stated above, Tara Lavelle is a registered dietitian; however, content related to nutrition is not medical advice nor is it intended to replace medical advice. The Website is not intended to diagnose, prescribe, or treat any disease, condition, illness, or injury. Before beginning any diet program, modifying your diet, or making changes to the diet of a child in your care, including following the nutrition information available on the Website, you should seek advice from a licensed professional.

We are not responsible for any liability, loss, or damage, caused or alleged caused, directly or indirectly, as a result of the use, application, or interpretation of nutrition information available on the Website.

The Food and Drug Administration has not evaluated the statements contained in any information available on the Website. Individual results may vary.

## **RECIPE DISCLAIMER**

From time to time, the Website will publish content with recipes. All such recipes have been tried and used successfully, but results may vary from person to person. Consult your medical professional before using any recipe if you have concerns about how you may individually react to the use of any particular recipe or ingredient. By voluntarily creating and using any recipe provided here, you assume the risk of any potential injury that may result.

#### FITNESS INFORMATION DISCLAIMER

The Website may discuss topics related to health and fitness, and may include information on exercise and workouts. The fitness information provided on the Website is for informational purposes only. Consult a physician or medical professional before beginning any fitness program. Any form of exercise poses inherent risk of injury and by voluntarily engaging in any exercise or workout presented on the Website, you assume the risk of any potential injury that may result.

## YOUR RESPONSIBILITY

The Website was developed strictly for informational purposes. You understand and agree that you are fully responsible for your use of the information provided on the Website. We make no representations, warranties, or guarantees. You understand that results may vary from person to person. We assume no responsibility for errors or omissions that may appear on the Website.

#### **NO WARRANTIES**

The Website is provided on an "as is" and "as available" basis without any representations or warranties, expressed or implied. We make no representations or warranties in relation to the Website or the information and materials provided therein.

We make no warranty the Website will meet your requirements; will be available uninterrupted, timely and free of viruses or bugs; or represents the full functionality, accuracy, and reliability of the Website. We are not responsible to you for the loss of any content or material uploaded or transmitted through the Website. The Website is written in English and makes no warranty regarding translation or interpretation of content in any language.

### **LIMITATION OF LIABILITY**

WE WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OF ANY KIND, HOWEVER CAUSED, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY YOU, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **INDEMNITY**

You agree to defend, indemnify, and hold the Website, its owners, members, employees, officers, directors, managers, and agents harmless from and against any and all losses, claims, suits, actions, liabilities, obligations, costs, and expenses (including reasonable attorneys' fees and expenses) which we suffer as a result of third-party claims based on: (i) your negligence or intentional misconduct, (ii) your breach of any provision of the Disclaimer (including representation or warranty); or, (iii) death, personal injury, or property damage arising out of, or relating to, your obligations hereunder.

# **ARBITRATION**

The Disclaimer will be governed and construed in accordance with the laws of the State of North Carolina. Any controversy or claim arising out of or relating to the Disclaimer, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction therein. The place of any such

arbitration shall be in or near Mecklenburg County, North Carolina. The parties also agree that the AAA Optional Rules for Emergency Measures of Protection shall apply to the proceedings.

# **MISCELLANEOUS PROVISIONS**

If any provision(s) of the Disclaimer is held to be invalid, illegal, or unenforceable, the remaining provisions shall be severable and enforceable. If a provision is excessively broad, such a provision shall be limited or reduced in scope so as to be enforceable.

The Disclaimer not be assigned by you without our prior written consent; however, the Disclaimer may be assigned by us in our sole discretion.

All notices with respect to the Disclaimer must be in writing and made via email to <a href="mailto:Tara@NaturallyNourishedbyTara.com">Tara@NaturallyNourishedbyTara.com</a> the Website and to your email address.