

TERMS AND CONDITIONS

1. Introduction.

Thank you for reviewing the Terms of Service Agreement (hereinafter the “Agreement”) for the MaryWallaceWellness.com web site. This website is owned and operated by Mary Wallace Enterprises LLC, a Virginia limited liability company (hereinafter “Mary Wallace Wellness” or “We”). This Agreement applies to anyone who visits or otherwise uses the MaryWallaceWellness.com web site (“Users”). If you do not agree to be bound by the terms and conditions of this Agreement, please do not use or access Mary Wallace Wellness services (“Services”) or the MaryWallaceWellness.com web site (hereinafter referred to collectively as “MaryWallaceWellness.com” or “the Site”).

2. About MaryWallaceWellness.com.

Mary Wallace Wellness provides you with information, resources, and tools regarding food and lifestyle choices that can improve your life. We do this through the information on the Site and through our personalized coaching, counseling, workshop and consulting services, which you can learn more about on the Site.

3. Availability and Eligibility.

The Site and Services are available only to, and may only be used by, individuals who can form legally binding contracts under applicable law. Without limiting the foregoing, our services are not available to children (persons under the age of 18). This Site is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to applicable law or regulation. If you do not qualify, please do not use our Site or services.

4. Services.

The Site provides you with information to learn more about healthy living, eating and cooking and about our coaching, consulting, workshops, and other services and products. You may view the Site at no cost. All Services are provided pursuant to a separate individual written contract.

5. User’s Responsibilities and Acknowledgements.

As a Mary Wallace Wellness User you are obligated to read this Agreement and Privacy Policy before you use the Site, utilize our Services, or provide any information to us. You agree to read and be bound to the terms of this Agreement and those of the Privacy Policy and other policies we have now or may adopt in the future.

You acknowledge that none of the information provided through the Site constitutes medical or any other type of professional advice nor is it intended to substitute for

seeking the advice of a doctor or other health care provider or medical care. All of the information provided on the Site is for general informational purposes only. Just as with any other diet or exercise program, before you use any of the information on this Site, you should meet with your doctor to discuss your plans, how they fit with your personal situation, and whether they should be implemented. On an ongoing basis, you should seek immediate medical attention if you have any symptoms or adverse reaction to anything that you do. For these reasons, you agree Mary Wallace Wellness (and any third-party providing content or tools on the Mary Wallace Wellness Site) is not responsible for any results that might occur from your use of the information contained in the Site or accessible from the Site. You accept full responsibility for the consequences of your use, or non-use, of any information provided on or through this Website, and you agree to use your own judgment and due diligence before implementing any idea, suggestion or recommendation from our Website to your life, or family.

6. No Guarantees.

Mary Wallace Wellness is to support and assist you in reaching your own goals, but your success depends primarily on your own effort, motivation, commitment and follow-through. Mary Wallace Wellness cannot predict and does not guarantee that you will attain a particular result, and you accept and understand that results differ for each individual. Each individual's results depend on his or her unique background, dedication, desire, motivation, actions, and numerous other factors. You fully agree that there are no guarantees as to the specific outcome or results you can expect from using the information you receive on or through this Website.

7. Restricted Activities and Copyrights.

You are prohibited from any use of the Site or its contents that would constitute a violation of any applicable law, regulation, rule or ordinance of any nationality, state, or locality or of any international law or treaty, or that could give rise to any civil or criminal liability.

You may not copy, reproduce, modify, create derivative works from, distribute or publicly display any Site content except as permitted under the applicable laws or without the prior expressed written permission of Mary Wallace Wellness and the appropriate third party, as applicable. You may not consummate any transaction on the Site, or that was initiated using our Service, that could cause us to violate any applicable law, statute, ordinance or regulation.

8. Breach.

Without limiting other remedies, we may refuse to provide our services to you for any reason or if, within our sole and independent judgment: (a) you breach, or we anticipate that you are about to breach, this Agreement or the documents it incorporates by reference; (b) we are unable to verify or authenticate any information you provide to us; or (c) we believe in our sole opinion that your actions may cause financial loss or legal liability for you, our users or us. We can also terminate this Agreement at any time, with or without cause.

9. Privacy.

We only use your information as described in our Privacy Policy. Our current Privacy Policy is available at <http://marywallacewellness.com/privacy/>. Mary Wallace Wellness may change the Privacy Policy in the future. You should check the Privacy Policy frequently for changes.

10. Links to Third Party Sites.

There may be links established between this Site and other sites on the World Wide Web and Internet which are not under the control of, or maintained by, Mary Wallace Wellness. Such links do not necessarily constitute an endorsement by Mary Wallace Wellness of those sites. Mary Wallace Wellness undertakes no obligation to monitor such sites, and you agree that Mary Wallace Wellness is not responsible for the content of such sites or any technical or other problems associated with any such third-party Sites, links or usage.

11. Email Policy.

Please be advised that if you provide us with your email address, you have expressly granted us the right to contact you via email until such time as you opt out of receiving emails from us.

12. Disclaimer of Warranties.

WE, OUR MEMBERS, MANAGERS, AGENTS, EMPLOYEES, CONTRACTORS AND SUPPLIERS PROVIDE OUR WEBSITE AND SERVICE "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. WE, OUR MEMBERS, MANAGERS, AGENTS, EMPLOYEES, CONTRACTORS AND SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMER MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE. IN ADDITION, WE SPECIFICALLY DISCLAIM ALL WARRANTIES THAT THE SITE OR THE SERVICES WILL MEET YOUR REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE OR OPERATE WITHOUT ERROR; WILL BE ACCURATE, ADEQUATE, RELIABLE, COMPLETE, AND WE DISCLAIM THE USEFULNESS OF ANY OF THE CONTENT. WE DISCLAIM LIABILITY FOR ERRORS OR OMISSIONS IN THE CONTENT; ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE; AND ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF MARY WALLACE WELLNESS. ADDITIONALLY, THERE ARE NO WARRANTIES AS TO THE RESULTS OF YOUR USE OF THE CONTENT, OR ANY OF OUR SERVICES, TOOLS, OR PRODUCTS. YOU EXPRESSLY AGREE THAT YOU WILL ASSUME THE ENTIRE RISK AS TO THE QUALITY AND THE PERFORMANCE OF OUR SERVICES AND THE ACCURACY OR COMPLETENESS OF ITS CONTENT. TO THE FULL EXTENT PERMISSIBLE UNDER APPLICABLE LAW, MARY WALLACE WELLNESS DISCLAIMS ANY AND ALL SUCH WARRANTIES.

13. Limitation of Liability.

IN NO EVENT SHALL WE, OUR MEMBERS, MANAGERS, AGENTS, EMPLOYEES, CONTRACTORS AND

SUPPLIERS, BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES HOWEVER ARISING, INCLUDING NEGLIGENCE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND/OR YOUR USE OF THE SITE. OUR LIABILITY TO YOU OR ANY THIRD PARTY IN ANY CIRCUMSTANCE IS LIMITED TO THE LESSER OF A) THE AMOUNT YOU PAY TO US IN ANY ONE YEAR OR B) \$100. IF THE FOREGOING LIMITATION IS FOUND TO BE INVALID, YOU AGREE THAT MARY WALLACE WELLNESS 'S TOTAL LIABILITY FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION OF ANY KIND OR NATURE SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

14. Indemnity.

You agree to indemnify and hold us and our members, managers, agents, employees, contractors and suppliers, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party, including but not limited to any intellectual property claim, arising out of your violation of this Agreement or your use of the Site. You further agree that you will cooperate fully in the defense of any such claims. Mary Wallace Wellness reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you shall not in any event settle any such claim or matter without the written consent of Mary Wallace Wellness.

15. No Endorsement.

References or links in our Website to the information, opinions, advice, programs, products or services of any other individual, business or entity does not constitute our formal endorsement. Mary Wallace Wellness is merely sharing information for your own self-help. Mary Wallace Wellness is not responsible for the Website content, blogs, e-mails, videos, social media, programs, products and/or services of any other person, business or entity that may be linked or referenced in our Website. Conversely, should our Website link appear in any other individuals, businesses or entities Website, program, product or services, it does not constitute our formal endorsement of them, their business or their Website either.

16. Affiliates.

From time to time, we may promote, affiliate with, or partner with other individuals or businesses whose programs, products and services align with mine. There may be instances when we promote, market, share or sell programs, products or services for other partners and in exchange we may receive financial compensation or other rewards. Mary Wallace Wellness is highly selective and only promotes the partners whose programs, products and/or services we respect. At the same time, you agree that any such promotion or marketing does not serve as any form of endorsement whatsoever. You are still required to use your own judgment to determine that any such program, product or service is appropriate for you. You are assuming all risks, and you agree that Mary Wallace Wellness is not liable in any way for any program, product or service that may be promoted, marketed, shared or sold on or through our Website.

17. Variation.

Mary Wallace Wellness shall have the right in its absolute discretion at any time and without notice to amend, remove or vary the Services and/or any page of this Website.

18. Licenses.

Mary Wallace Wellness grants a limited license to each User to make personal use only of the Site in accordance with this Agreement. This license expressly excludes, without limitation, any reproduction, duplication, sale, resale or other commercial use of the Site and the Services, making any derivative of the Site or the Services or any data extraction or data mining whatsoever. You agree that you will not compile, reproduce, republish or resell for any commercial purpose any information on our Site and not use any device, software or routine that may interfere with the operation of the Site.

19. Waiver.

Failure by Mary Wallace Wellness to enforce any of its rights under this Agreement shall not be construed as a waiver of those rights or any other rights in any way whatsoever.

20. General Provisions.

This is the entire Agreement governing the use of the Mary Wallace Wellness Site. No delay by either party shall waive rights under this Agreement. This Agreement is governed by, and to be construed in accordance with, the laws of the Commonwealth of Virginia, without regard to that state's conflict of laws provisions. By using the Site, you expressly agree that personal jurisdiction and venue are proper exclusively in the state and federal courts located in the County of Henrico, Virginia. No waiver of any breach of this Agreement shall be a waiver of any other provision of this Agreement, and no waiver shall be valid unless in writing signed by the parties. If any provision of this Agreement is held invalid, such provision shall be restated to reflect, as nearly as possible, the original intention of Mary Wallace Wellness in accordance with applicable law and the remainder of the Agreement shall remain in full force.

21. Contact Mary Wallace Wellness.

Any notices to Mary Wallace Enterprises LLC shall be given by postal mail to Mary Wallace Wellness (in the case of Mary Wallace Wellness). You agree that you will notify Mary Wallace Wellness in writing of any claim or dispute concerning or relating to the Site and the information or services provided through it and give Mary Wallace Wellness a reasonable period of time to address it before bringing any legal action.

22. Normal Business Hours.

Typical business office hours are 8:30a – 5:30p, Monday – Friday Eastern Time/USA. Voice mail, emails/texts are returned within 24 business hours. Flexible hours are available beyond typical business hours, by appointment.