

Terms and Conditions

Last updated: July 26, 2021

The website and its content is owned by Busy Babes Nutrition, LLC. The term “you” refers to the user or viewer of this website. Please read these Terms and Conditions (“T&C”) carefully. We reserve the right to change these Terms and Conditions on the website at any time without notice. By using the website and its content you are agreeing to the T&C as they appear, whether or not you have read them. If you do not agree with these T&C, please do not use this website or its content.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of these Terms and Conditions:

- **Affiliate** means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- **State** refers to: Tennessee, United States
- **Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Busy Babes Nutrition, LLC, 1860 Wilma Rudolph Blvd, Clarksville, TN 37040.
- **Device** means any device that can access the Website such as a computer, a cellphone or a digital tablet.
- **Third-party Social Media Service** means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Website.
- **Website** refers to website domains owned and operated by Busy Babes Nutrition, LLC including but not limited to: www.busybabesnutrition.com, www.mstockmanRD.com, and www.defynutritionllc.com
- **You** means the individual accessing or using the Website, or the company, or other legal entity on behalf of which such individual is accessing or using the Website, as applicable.

Acknowledgment

These are the Terms and Conditions governing the use of this Website and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Website.

Your access to and use of the Website is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Website.

By accessing or using the Website You agree to be bound by these T&C. If You disagree with any part of these T&C then You may not access the Website.

You represent that you are over the age of 18. The information and content produced by the Company is not intended for use by those under 18 years old and as such, the Company accepts no liability for use of the Website by those individuals under 18 years old.

Your access to and use of the Website is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Website.

Use and Consent of this Website

The words, audio files, graphics, images, information, products, course materials, documents, and all other information and intellectual property accessible on or through this website (“content”) is property of the Company and is protected by United States intellectual property laws.

When you access this website and/or content, you agree that:

- You will not copy, duplicate or steal material on this website.
- If you are permitted to download a document for personal use, you agree to not use this in a commercial setting where you are making money off of my work. You are permitted to use these free downloads provided that you give full attribution and credit by name, and, if used electronically, you must include the link back to the website page from which you obtained this download.
- You must ask and receive written permission before using any of this website content for your own business use or before sharing with others.
- I am granting you a limited license to enjoy this website and its content for your own personal use, not for your own business/commercial use or anything that makes you money.

Disclaimer

This website and its content are for informational and educational purposes only. Information on this website is not intended to diagnose or treat any medical condition. Any health or medical-related advice should not be considered to be a specific diagnosis or treatment plan for any individual situation. Use of the information contained herein does not constitute a client-clinician relationship and you are advised to seek advice and counsel from a medical provider.

Errors and Omissions

Every effort has been made to present you with the most accurate information, but because the nature of nutrition and health research is constantly evolving, Busy Babes Nutrition, LLC cannot be held responsible or accountable for the accuracy of the content. I make no warranty or guarantee as to the accuracy, timeliness, performance or completeness of the information on our website. I assume no liability for errors or omissions on the website.

Links to Other Websites

Our Website may contain links to third-party web sites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be

caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

Disclaimers

For Educational and Informational Purposes Only

The information provided in or through this website is for educational and informational purposes only. Use of the health-related information contained on this website does not constitute a doctor-patient or clinician-client relationship. Information contained here is intended as a self-help tool for your own use. The views on this website do not necessarily reflect the values, thoughts or opinions of the Academy of Nutrition and Dietetics or other professional health organizations.

Not Health Advice

While I am a registered dietitian nutritionist, the information contained in this website is not intended to be a substitute for individualized medical advice from a medical provider. Although care has been taken in preparing the information provided to you, we cannot be held responsible for any errors or omissions, and we accept no liability whatsoever for any loss or damage you may incur. Always seek medical advice to your specific circumstances as needed for any and all questions and concerns you now have or may have in the future.

Testimonials

From time to time, we may publish success stories, experiences, testimonials and insights about others' experiences with my website, courses or my services. These examples of success are of actual clients and results they personally experiences. They are not intended to guarantee or represent that these same results will happen in each and every current or future client. These testimonials represent what is possible for the diverse people who use this website and content.

No Guarantees

Our role 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. We cannot predict, and we do 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 their personal commitment, past experiences, motivation, ability to apply information and many other factors. You 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.

Limitation of Liability

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of this Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You through the Website or \$1 USD if You haven't purchased anything through the Website.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the

Website, third-party software and/or third-party hardware used with the Website, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

"AS IS" and "AS AVAILABLE" Disclaimer

The Website is provided to You "AS IS" and "AS AVAILABLE" and with "all faults," and we and any provider of the Website disclaim any warranties, including but not limited to the warranties of merchantability and fitness for a particular purpose. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Website, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Website will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Website, or the information, content, and materials or products included thereon; (ii) that the Website will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Website; or (iv) that the Website, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, Trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

Governing Law

The laws of the State, excluding its conflicts of law rules, shall govern this Terms and Your use of the Website. Your use of the Application may also be subject to other local, state, national, or international laws.

Disputes Resolution

If You have any concern or dispute about the Website, You agree to first try to resolve the dispute informally by contacting the Company.

For European Union (EU) Users

If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident in.

United States Legal Compliance

You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

Severability and Waiver**Severability**

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Terms shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

Translation Interpretation

These Terms and Conditions may have been translated if We have made them available to You on our Website. You agree that the original English text shall prevail in the case of a dispute.

Changes to These Terms and Conditions

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. By continuing to access or use Our Website after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website.

Contact Us

If you have any questions about these Terms and Conditions, You can contact us:

- By email: marycatherine@busybabesnutrition.com