

Nutrition Factors Platform Terms-of-Use Agreement

This agreement (“Agreement”) is between Nutritional Factors Inc, the (“Company”), owner of nutritionfactors.com and the Provider Partner, hereafter referred to as (“Partner”) in this agreement.

This contract governs the use and view of, terms, conditions, policies and procedures and the relationship between the Company, and the Partner that use the tools, services, or Partner Portal provisioned for use by the Partner.

The Company is engaged in the business of providing online digital nutrition, health and wellness tools to the general public, and qualified licensed or credentialed health and wellness providers, such as Physicians, Chiropractors, Nurse Practitioners, Nurses, Physician Assistants, Registered Dietitians, Nutritionists, Health Coaches, Personal Trainers, or other healthcare professionals.

The Company operates one or more websites, social media accounts and customized Partner Portals. Each customized Partner Portal functions as an interactive backend support system to connect a Partner to their clients and allows the Partner to counsel a client through the Partner Portal to help the client make healthy nutrition, fitness and lifestyle choices.

The Partner is an independent qualified health professional with a license(s) or certification(s) in the related health care profession which can offer individualized counseling to clients. The Partner desires to use the Partner Portal in their business to better counsel their clients, using the online services provided by the Company.

The Company does not intervene in the Client/Partner relationship, nor does the Company dictate how a Partner coaches, counsels, or directs client activities through the Partner Portal. It is the sole responsibility of the Partner to provide coaching services and bill a client through the Partner Portal as agreed upon between the Partner and the client. The tools, services, Partner Portal and products should not be used for any other purposes outside of what is stated in this agreement. Nutrition Factors reserves the right to investigate should a complaint arise to ensure the Nutrition Factors platform is not being misused.

APPLICATION PROCESS FOR THE USE OF THE PARTNER PORTAL, TOOLS AND SERVICES

A Partner applying to gain access to the platform must agree to the terms and conditions of the website, and Partner Portal use agreement in order to obtain access to use the tools and the Partner Portal within their scope of practice and submit this agreement.

It is the sole responsibility of the Partner to read, understand and adhere to the terms of this agreement. The Partner agrees to review changes to the terms and policies of the website, website content, and marketing information that may be periodically updated. The Company reserves the right to amend, change or update the terms of use without notification.

The Partner understands they are not purchasing the Partner Portal and does not share ownership of any intellectual property owned by the Company. A right of use is granted through a paid subscription and compliance to required governmental credentialing, certification and licensing. The Company grants the Partner, the conditional use of the Partner Portal, tools and services covered in this agreement according to the terms and conditions set forth.

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REQUIREMENTS TO OBTAIN THE RIGHT OF USE FOR THE WEBSITE, TOOLS, FEATURES AND PROVIDER PARTNER PORTAL

THE PARTNER -

- must be credentialed and hold a valid certification or license in the scope of practice defined by the medical, health and wellness institutions that grant licensure. The Company does not request or verify the credentials of the Partner. By signing this agreement, the Partner attests they are qualified in their scope of practice to use the services, tools and Partner Portal to counsel their clients within their profession and have the stated credentials allowing them to coach a client.
- agrees to abide by all State, Federal and Local government laws as it pertains to a counseling business, professional licensure, tax and business laws.
- maintains a current, valid State License or Certification in their scope of practice as required by their State of Residence.
- must be licensed or certified for each state that any client receiving services is a resident of.
- must be in good standing with their licensure(s) or certification(s) and not have had any allegations or disciplinary actions brought against them.
- must be 18 years of age or older
- maintains active Personal Liability Insurance
- completes all training videos and other online training materials/programs
- complies with the rules and regulations that govern the use of the Partner Portal and terms of use of the Company system.
- understands you are solely responsible for any misrepresentation and any legal issues resulting from falsified misrepresentations or lack of proper credentials.

ACKNOWLEDGEMENT and AGREEMENT FOR ENGAGEMENT SERVICES

PARTNER -

- must notify the Company if their professional certification or license expires and agrees to discontinue the use of the tools and Partner Portal until renewed. The Company reserves the right to suspend services until certificate(s) or licensure are renewed.
- must not misuse the Partner Portal in any way to offer services or counseling programs they are not qualified to offer.
- must not use the telehealth platform for services they are not licensed for in the State of residence they practice in or where any of their clients reside.
- agrees not to transfer client's personal information unprotected and abide by HIPAA regulations.
- acknowledges that there are laws and regulations in many states where individualized menu planning and health assessment are illegal for unqualified people to perform. Partner agrees to not violate these laws.
- agrees not to misrepresent themselves to any client.

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- agrees to not claim they are a representative, owner, or employee of the Company, but rather an independent business owner.
- agrees to not use the Partner Portal to give medical advice they are not qualified to give.
- agrees to maintain a current name and address with the Company. Partner will notify the Company if any personal information changes.
- agrees to not abuse the system or cause harm to the code of the website.
- agrees to not sign up fictitious members to receive a commission
- agrees to pay back charges from sales of products or services that are returned.
- agrees to the non-solicitation, and confidentiality clause regarding Nutrition Factors Partners and clients.
- agrees to seek help for menu planning from a Registered Dietitian if the client needs a specific menu plan that exceeds Partners scope of practice.

RELATIONSHIP BETWEEN PARTNER AND THE COMPANY

Partners are an essential part of the Company Family. The Partner(s) are not employees, owners or shareholders of The Company. A Partner is responsible for their own actions and business practices. By entering into this agreement, the Partner acknowledges that the Company reserves the right to terminate the Partner's contract for misconduct, misuse and/or refuse an individual the right to use the Company platform, as the Company deems necessary. The Company reserves the right to deny an application for a Partner Portal for any reason.

LAWS AND REGULATIONS

LICENSURE AND CERTIFICATION LAWS FOR REGULATED SERVICES

The Partner agrees to know their state's laws and exemptions regarding medical, nutrition, wellness and fitness counseling and agrees to stay within their scope of practice for their profession. For example, individualized nutrition counseling and menu planning are regulated in many states. The Partner must know what they can and cannot do within their State regarding the use of the Partner Portal.

Visit the links at eatrightpro.org and nutritionadvocacy.org. Both have good information that can help you understand your scope of practice in your state.

STATE, LOCAL AND FEDERAL LAWS

Whether you own a home-based, online, or brick and mortar business, there are laws regulating these businesses. Partner agrees to check with the local city, state and federal government to determine what laws apply to the Partner and their business. In many cities due to the nature of the business of offering counseling services, the ordinances may not apply to the Partner. However, Partner agrees to abide by all government laws as it pertains to owning a business. The Company does not interpret the law in any manner but does require the Partner using the Company services or Partner Portal to uphold the law. You may be required to have a business license, state and federal tax id numbers. Nutrition Factors

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does not withhold any taxes from Partner's commission checks. Therefore, Partner is responsible for all state and federal taxes earned from their relationship with Company.

TELEHEALTH and STATE LAWS

Telehealth is defined by the U.S. Department of Health and Human Services as "the use of electronic information and telecommunication technologies to support and promote long-distance clinical health care, patient and professional health-related education, public health and health administration".

<https://www.hrsa.gov/rural-health/telehealth/index.html>

CONDUCTING A TELEHEALTH CONSULTATION

It is critical to conduct a counseling session with a client through a secure and HIPAA compliant platform. Personal health information must always be protected during the session. Platforms such as Skype, Join.me, Zoom, Facetime and other popular platforms may not be HIPAA compliant and do not offer the protection to the client and Partner. It is prohibited to use a non-secure site for teleconferencing with the Company platform. Partner acknowledges that using a non-HIPAA compliant platform to communicate with the patient can leave the Partner open to huge fines and penalties.

A HIPAA compliant telehealth portal comes free of charge with the Nutrition Factor's Partner Portal. The telehealth features associated with the Partner Portal comes with video chat services, 3-way calling option, photo capture, message, screen share, file transfer and instant billing at the time of service. The Partner's computer, tablet or mobile device must be encrypted to receive file transfers. Check with your local computer specialist to add encrypted software to your computer. In addition, computers, tablets or phones must be password protected if your computer or device is stolen.

Partner agrees to take all precautions and measures to not allow client's information to be vulnerable to HIPAA violations. It is the sole responsibility of Partner to protect client's information on their personal computers. Partner agrees to learn the laws and regulations covered under HIPAA. It is not Nutrition Factors responsibility to educate Partner on HIPAA laws.

LOCATION

When using the telehealth portal provided with your Partner Portal, the patient's location matters. The client's location is considered the "place of service" and the Partner must be licensed in the client's state where the client resides if the services rendered requires licensure to perform the regulated services. Practicing nutrition or any other regulated service across state-lines will require Partner to be licensed in the state of service where your client resides. This is referred to as Cross State Licensing if licensure laws exist in that state. Contact the state that you would like to practice in for more information on licensure before you conduct business in a state that you are not licensed in. Partner agrees to obtain proper licensure if counseling across stateliness.

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PROFESSIONAL LIABILITY INSURANCE

Partner agrees to maintain professional liability insurance for their counseling business. The policy must include telehealth and services rendered across state-lines and for all services the services you provide.

CODE OF ETHICS

A Partner using the Company Platform must abide and uphold certain standards of conduct and ethics. First-do no harm or cause harm to come upon a client. Second-do not deceive clients or members.

PARTNER -

- agrees to use the Partner Portal only to promote health and wellness in a way that benefits the client with integrity, and honesty.
- agrees not to use the Company platform for fad or misleading health or wellness concepts.
- agrees to live up to their commitments made with clients to the full extent of their agreement.
- agrees to not overcharge patients for their personal services that may reflect harm or damage to the reputation of the Company platform.
- agrees not to sell client's personal information.
- agrees to follow the code of ethics outlined by the governing agency of their certification of license.
- agrees to fulfill client's contract to the best of their ability.

ONLINE AND OFFLINE CONDUCT

The Company takes online conduct very seriously. Partners using any of the Company tools or services agrees to conduct themselves in a professional manner online and offline when it pertains to the use of the Company tools and platform. The Partner agrees to not engage in offensive behavior, by attacking, stalking, harassing the Company or any of its members or other Partners. The Partner agrees not to post, text, instant message, email, record, video type any information that might be slanderous, derogatory, liable, or embarrassing of any kind of information that might harm the company's reputation, profit earning or its members in any way. The Company reserves the right to prosecute to the full extent with all Attorney's fees paid by Partner should the Partner violate these online and offline terms and conditions of conduct.

THIRD PARTY LINKS

The Partner agrees not to link to or promote competitors' products such as videos, supplements or other products on the Partner Portal, recipe database, profile page or anywhere on the Partner Portal that has not been approved by the Company.

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PROVIDER PARTNER PROGRAM

PRODUCT PURCHASES

Partner understands that Nutrition Factors offers Partners the ability to earn commissions on Nutrition Factors memberships, products and services and participating in the Provider Partner Commission Program is optional. However, being involved with the Provider Partner Program is a great way to supplement your monthly income beyond your individual coaching fees. You, as a Partner will receive ongoing income for personal sales of client subscriptions or products.

To earn commissions on the sales of memberships, products and services, the Partner must sign up for the Provider Partner Commission Program. It is advantageous for both the client and Partner to connect via the core or full access membership.

Partner understands that they do not need to purchase any additional products or services to use the Partner Portal for their business. The Partner Portal provides access to worksheets, menu planner, Telehealth portal and other features that help the Partner run a successful counseling business. However, Partner understands that for a Partner to connect to a client using the Partner Portal, a client must have a Core or Full Access membership. A free account does not allow for Client/Partner connection. Partner agrees not to access member's free account by obtaining clients password and bypassing the system of the paid Core or Full Access membership.

COMMISSIONS ON COMPANY PRODUCTS

The Partner understand to receive a commission on all products, memberships and services sold by a Partner, whether it be one-time purchase or on a subscription basis they must apply to become a Provider Partner.

LEADS AND REFERRALS

Leads and referrals are reserved for Partners who have registered to receive commissions and referrals. Leads and referrals are generated through the Free, Core and Full Access accounts. Leads and referrals from these membership accounts are divided amongst Partners based on credentials and geographical area.

WORKING WITH OTHER PARTNERS

Nutrition Factors Partner program encourages Partners to work together as a team. Therefore, Partner agrees to work with other Partners in a professional manner. Partner agrees to not attack, make derogatory, or slanderous remarks about the Company or other members on social media, anywhere online such as chat rooms or forums.

BUSINESS SUPPORT TOOLS TO HELP YOU GROW YOUR BUSINESS

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Use the Company's Media Library to access brochures, media ads, logo, and other marketing materials to help you grow your business. The Company offers many support tools to help the Partner market their business.

USE OF BRANDED AND TRADEMARKED MATERIALS

The Company grants the right for Partner to use branded and trademark advertising materials on their website, social media accounts if materials are not misused and used within the following guidelines.

Allowed-

- Partner may use the Company's media library with approved ads, logo, blog posts, newsletters, links, videos, brochures, postcards, literature on social media, other media, for client's and businesses they market to. All content must be labeled with the Company logo and not rebranded.
- Partner may add their name or business name to the media. However, the Company logo must be visible.

Not Allowed-

- to post, advertise or promote unapproved ads, videos, podcasts, or other advertising media that you have created using the Nutrition logo, images, or GRID DIET Menu Planner without the Company's approval.
- to create promotional content using the Company's website or GRID DIET Menu Planner material without prior approval for branded physical products such as, and not limited to cups, caps, t-shirts, clothes, exercise equipment or physical products with the Company or Grid DIET MENU PLANNER logo.
- to remove the Company logo from branded materials
- to use logo on content that has not been approved by the Company
- use logo on undocumented testimonials
- to use Partner's own programs or courses they have personally created with Company's logo
- to trademark any content, programs or products using the Company's or GRID DIET MENU PLANNER name and logo.
- to submit press releases without prior written approval using the Company or GRID MENU PLANNERS trademark or logo.
- to contact media channels as a representative, employee or owner of the Company
- to spam businesses or individual's email account with advertisements
- to post distasteful content, slanderous, offensive, profanity, racist or political views, and nude images with the Company or GRID DIET MENU PLANNER name, logo or content
- Own websites, blogs with the name Nutrition Factors or Grid Diet

CHANGE OF SUBSCRIPTION

To cancel your Partner Portal or any other of the Company's services. Contact us at manager@nutritionfactors.com

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The Partner must also abide by the general “Terms and Conditions of Use” for the Nutrition Factors website and program.

TERMS OF USE AND CONDITIONS GOVERNING USE OF THE WEBSITE AND PROVIDER PARTNER PORTAL

THE NUTRITION FACTORS PROGRAM

The Company offers an online nutrition, fitness, and wellness program. The turnkey program addresses the components of wellness; wellness assessment, nutrition, fitness, meal planning, recipe database, and behavioral modification and integrates with trackers for monitoring and evaluation. The program is customizable to meet personal nutrition, fitness, wellness and coaching needs of members across all demographics, including individuals and families, those for whom fitness is of prime importance, and persons with special needs.

GENERAL DISCLAIMER

This agreement and “terms of use” governs the view and use of this website, fitness application, coaching program, business associates and associated products and services. By viewing and using the Company’s sites, you agree to these Terms of Use and Conditions. You understand that all the information, content and tools on this website are for your personal or professional use and for general lifestyle purposes only. You also understand that the information provided is based on our opinion, the opinions of our Partners and associates, or cited from peer reviewed journals, and is not intended nor otherwise implied to be medical advice or take the place of your physician's instructions and treatment plans. Any use of the tools or content on this site is an agreement that legally binds you to the terms of use and conditions of this website. You are solely responsible for your activities, use of the tools on this site, and the information that you share on this site or related products.

Use at Your Own Risk You understand that the content on this website, app, brochures, literature or marketing material are a compilation of opinions from different authors, research Partner, journals, and understand that the Company does not guarantee the accuracy of such content and tools for completeness or accuracy. As new research emerges and trends change, opinions may change, and new opinions formed. You understand and agree to use this website and all related information on or off this website at your own risk. You agree and understand that the content and information supplied by the Company to Partners should only be used to help you form your own opinion on determine what is right for you and/or your clients.

No Liability and Indemnification The Company does not assume any liability for advice, materials or content posted from Partners, or associated parties that you disagree with or may not be appropriate for you or your client's well-being or medical condition. The Company does not monitor members, Partners or Partner accounts for accuracy of recipes, public posts or advice from Partners. Partners shall indemnify and hold harmless the Company and its directors, officers, employees, agents, stockholders,

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Partners, subcontractors and customers from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorneys' fees and costs) which arise out of, relate to or resulting from any act or omission of the company or subcontractor. Do not use this site if you do not agree to this indemnification clause or terms of use.

Right to Remove Content The Company reserves the right to remove members content or posts that do not fit within company policies or standards for any reason, with or without cause. Continued posting of inaccurate information and content could result in prosecution under State and Federal laws should you be implicated in misuse of the website by violating the terms and conditions on this website.

Personal Information In no event shall the Company and its contractors, vendors or sponsors be liable for direct, indirect, consequential, special, exemplary, or other damages related to your personal use of the information, tools, services or products contained within our Website. You post your intellectual and/or personal information or personal health information at your own risk. Do not post any personal and confidential information to this site or related products that you would not want public.

Personal Results You understand and agree that the Company and its contractors, vendors or sponsors are not liable, nor assume any liability for unrealized goal achievement of you or your clients. You are responsible for your success. You further understand that personal weight loss results vary from person to person and results are based upon personal effort, body type and metabolism.

Unlawful Acts and Age Requirements You agree to not infringe on the rights of others, conduct any unlawful activity using this site, or engage in fraudulent activities while using this site. You represent that you are at least 18 years old and of sound mind and have the authority to agree to these terms and conditions. Under age use is prohibited and must be used under the guidance and personal account of a parent or guardian if you are under age.

MEDICAL DISCLAIMER

You understand that the information on this site is not meant to treat, cure, or take the place of any treatment, medication or physician's instructions or advice. You also understand that the resources and content on this site may not be complete, accurate to current research and pertain to your personal health needs. You understand that you are ultimately the sole person responsible for your health, food choices, allergies, food intolerances and actions. You understand that you should always consult your physician or other healthcare provider first before starting this or any nutrition, fitness, wellness or health program. Before changing your diet or starting an exercise program, consult your physician to see if you are healthy enough to do so. You understand that such information is based upon personal experience and is not a substitute for obtaining professional medical advice. You should also talk with your physician about appropriateness of this information and program and how it could affect your own personal health and medical condition.

The Company and contracted Partners are in no way a substitute for your physician's medical advice. Use this site at your own risk. Any personal injuries resulting from the use of features, services, coaching, or advice are not the responsibility of the Company and are your sole responsibility.

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The site is for educational and informational purposes only and should only be used accordance to the terms and conditions of this website.

FDA DISCLAIMER

These statements and information have not been evaluated or approved by the Food and Drug Administration (FDA) and are not necessarily based on scientific evidence from any source. The tools and services on this Website are intended to support general well-being and healthy eating plans and are not intended to treat, diagnose, mitigate, prevent, or cure any condition or disease.

FTC DISCLAIMER

The Company discloses that relationships exist with third party vendors to educate, promote, advertise and sell products we feel are of high quality and would appeal to our members. We may receive compensation for such product(s) or service(s) or purchase(s). Information collected during a purchase or transaction, such as your name, address, phone, email address credit card number, billing information and shipping information may be collected by the Company, the merchant and our payment processing company and shared. The Company takes no responsibility or liability for these independent third-party companies. You may be subject to other terms and conditions regarding their policies and procedures. The Company does not guarantee the completeness of specifications, prices or any services and features. Therefore, we reserve the right to update and correct errors, omissions and inaccuracies without prior notice and without any repercussions.

BECOMING A REGISTERED PROVIDER PARTNER

There is no cost to register for a limited free access account. You are not required to purchase any service or products. Many features require an account login. Not creating an account precludes you from using certain tools, features and services of the website. It is required that you provide accurate and updated information. Untrue information may result in termination or suspension of your account.

Personal Account You agree to not assign or sell your personal account to anyone without the written permission of the Company. Once you have created a free account or subscription account, you will be granted a non-exclusive right to use the site, features and services within the designated membership. You agree to not duplicate the site or exploit the site for personal gain outside of the website. Your Partner account is for your own personal use and is limited to you and you only.

Password Security You agree not to give out your account information or password. The Company is not liable for stolen login information that you have shared with others or failed to protect. Your password protects any personal HIPAA information, if entered and stored in the website. HIPAA information is encrypted to protect it from unauthorized use. Your password unlocks that protection so you can use it while you are logged in. You agree to change your password as deemed necessary and will notify the Company if your account has been breached. As with any online website or content,

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information may be hacked or breached. Therefore, change your password frequently. Your password can be changed from the login in home page, by clicking on forgot my password.

Accurate and True Information In order to participate and publicly share information to the site, you must provide your personal credentials such as; a true and valid name, website URL, and business name. Other information including phone and email, will not be seen by the public, but is recommended should the need arise that we need to contact you. You agree to use the true and accurate identity of yourself or business on your personal profile, and not use aliases. The Company reserves the right to discontinue any account should we find that untrue information has been given.

Inappropriate Content and Image You understand and agree that the Company does not allow images containing nudity or that are distasteful. Further, images that demean, degrade or project religious, racist or political intent are not allowed. We also do not allow profanity, defamatory or derogatory statements to be posted to the website(s) or any related social media belonging to the Company or Partners. Posting content that violate these terms will be removed from the site(s) and can result in loss of your account, Partner Portal and all access without notice. You may also be banned from future use of the site(s).

Conduct You must not in any way intentional damage the website or cause the website to be damaged or impaired. You recognize that placing content in the site that is illegal, abusive, harmful, defamatory, threatening, infringes on the rights of others, or is indecent, damages the goodwill and reputation of the Company, and impairs the site(s). You understand and agree that you will be responsible for any damage to the site and fraudulent or criminal offenses of your activity. You understand that you will be held accountable for your actions or damages that you may cause to this website or related accounts.

Solicitation Partner agrees not to solicit or aid a third party in soliciting Nutrition Factors' members for personal or third party's gain outside of Nutrition Factors. Partner can sell products from other companies to members who have selected the Partner as their coach. Any Partner using the Nutrition Factors affiliate program or referral system to recruit members and Partners to third party companies will be terminated from using the platform along with the recruit. Partner agrees to keep the names and personal contact information and all personal insider knowledge of all members and other associated Partners confidential and not use the same for any reason not related to Nutrition Factors.

Right to Remove and Discontinue You understand that your Partner Portal is the property of the Company and the Company reserves the right to remove, discontinue, suspend or change the account for any given reason that we deem necessary.

Personal Data The Company assumes no responsible for viruses, trojan horses, lost or stolen personal information and data. Do not use this website if you suspect any problems. The Company or Partners are not responsible for lost profits from service outages, system failures, slow service resulting from the use of this website and other tools.

Newsletters, Emails and Other Marketing Information

When an account is created, you agree to allow the Company and Partners the right to send newsletters, emails and other marketing information. You may opt-out at any time, by clicking the

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unsubscribe link at the bottom of all materials. You may also send an email to manager at manager@nutritionfactors.com to opt-out.

MEMBERSHIP SUBSCRIPTIONS

The Company offers membership subscriptions on a monthly and yearly basis. You agree to commit to the terms of the subscription for the designated time of the stated subscription. You understand that there might be a penalty for breach of contract, and you may not be allowed to receive a refund once you have used or accessed the services and have been granted access to privileged intellectual property that you agreed to pay for. Your monthly or annual payment will be billed 30 days from initial subscription date.

Single Use Accounts You agree not to share your account, password or services with others, as the account is unique to you. Each account is a single use account and sharing of accounts is not permitted. You also agree not to use the free single use account to connect to a Partner by granting the Partner access to your free account by giving your password to anyone.

Payment You agree to keep a valid credit card on file for your subscription. If your card fails, a second attempt will be made within 24 hours. If your card fails again, you will be notified by email and your account will be suspended until a new card is added and payment is completed. You may lose all your recipes and other information should your account be suspended. You agree to be solely responsible for your membership fees or purchases. The Company reserves the right to assess a late fee of \$30 for late payments on subscription-based products or services. Unpaid accounts may be referred to collections and additional charges assessed.

CANCELATION You understand that your subscription will be on auto renewal until cancelation. Ability to cancel is based on the subscription terms. The Company must be notified thirty (30) days in advance of your desire to cancel and then your account will be canceled. Email contact@nutritionfactors.com to cancel your account or subscription. If your monthly subscription is not canceled prior to billing, your account will be canceled the following billing cycle. Your account will remain open until the next billing cycle. Yearly subscriptions such as the Full Access account are subject to terms of the contract as the Company has allowed for you to make payments over a 12-month period and has granted you access to services and features. You will be expected to fulfill the terms of payment for the full 12 months. If you choose to cancel, the remaining portion of amount owed will be billed to you. Failure to pay the outstanding balance could result in your account being submitted for collections.

Right to Change Subscriptions The Company reserves the right to change subscription rights without notice. The Company does not credit back fees if you miss canceling prior to the grace period of three days.

Service or Product Purchases You are not required to purchase any products or services to use the free account. You may at any time discontinue the free account. Accounts that have not been used within the past six months may be deleted from the system.

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OWNERSHIP OF CONTENT and INTELLECTUAL PROPERTY

Nutrition Factors The Company is the owner of the website, content, trademarks, copyrights and intellectual property or otherwise has the rights to use intellectual property. You agree to not transfer, duplicate, copy or distribute intellectual property without written approval from the Company. You also agree to not use the Company property outside of your Partner Portal for personal monetary and financial gain, to reproduce, go around or misuse your rights within these terms of use. Members are not owners, employees or independent contractors hired by the Company. Members are clients, PARTNERS and customers of the Company that are granted limited use rights to features and services.

Members Members personal intellectual property is owned by the member. By submitting content, recipes, images and other related media sources, the member grants the Company and Partners the right to use without limitations on the website, social media channels or in other marketing material. Member acknowledges that the intellectual property they submit may be used on other sites and social media by members and grants permission to use. The Company may ask the person submitting content and information for modifications or update errors, typos, etc. and member grants permission to enhance or change content if deemed appropriate. The Company does not pay for postings, royalties, or damages to any said content or intellectual property that might occur from being on a public domain or social media service.

VIOLATION OF COPYRIGHT AND INTELLECTUAL PROPERTY

Submitting Recipes If you share recipes, content, courses, give advice or your opinion, you understand that the information might be shared to other websites and to social media sites. You agree to allow such information to be shared as the Company can't control the destination of where your information may end up, due to the ability of copying and pasting. You agree to hold the Company and Partners harmless should your content and images be shared by members or outside sources.

Copyrights and Infringements Pursuant to 17 U.S.C. 512(i) of the United States copyrights act, the Company does not allow any plagiarism or violation of other people's copyrights or intellectual property. If you post a recipe, you may not copy and paste someone else's recipe(s) or images from other websites that do not belong to you. All images shared on your website must be owned by you or you must have the right to use the image, recipe or content. Infringing on other people's copyrights and intellectual property could get you banned from using the website and result in legal issues and fines for you from the legal owner of the intellectual property. The Company is not responsible for your violation of infringement of copyright, trademarks or other intellectual property that you post. Be aware that you will be responsible for your actions should you violate these laws. You understand, agree and retain full responsibility for what you post.

Consequences You agree to not copy, paste or transfer any of the Company's Intellectual Property or represent it as your own with written permission or outside the terms of this agreement. The Company reserves the right to investigate misuse, fraud or violations. The Company will notify proper authorities of any violations and reserves the right to prosecute intentional misuse of the website or intellectual property. You understand that the Company does not monitor all recipes and content and you will notify the Company of any misuse.

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Misuse of Submitted Content If you believe your literary expression of recipes, images or content may have been violated by members, please notify the Company immediately. The Company does not or will not tolerate misuse of information belonging to others. You must submit copies of intellectual property that you think are being violated along with the website URL, contact person and overview of the issue. Include your name and telephone number and copyright registration. You will need to verify that we received your complaint. Send request to contact@nutritionfactors.com. Add in the subject line: Content Misuse - Infringement.

LOST CONTENT

You understand that your Partner Portal is the property of the Company and neither the Company or Partners are responsible for lost content within your Partner Portal or on the website. You use the site at your own risk and are solely responsible for any unsaved content, personal health information or recipes.

CONNECTING TO A PARTNER

The Company's Wellness Platform is the conduit that connects Partners and clients together via the Company's software. The website should be used for general education and lifestyle and healthy menu plans only, unless created by a Registered Dietitian. In many states' individualized menu planning or menus for Medical Nutrition Therapy can only be done by a Registered Dietitian, therefore it is your responsibility to know the laws in your state. A Partner using the Company's software is an independent Partner with their own business and is not an employee of the Company. The relationship between you and a client is between you the Partner, and the client. The Company supplies the platform for many types of healthcare professionals with varying education and skills.

CORE AND FULL ACCESS ACCOUNTS

For a Partner to connect to a client, the client must have a Core or Full Access Membership and pay the membership fee. Partner's professional fees are an additional cost to the Core or Full Access Membership. They are set by and billed by the Partner. Each Partner is an Independent Partner using the Company's tools and services. Each Partner determines their own pricing structure, challenges and programs.

TRANSFERRING OF FILES

When you the Partner connects to a client, part of the coaching process is to have the Partner fill out certain documents such as a food and dislikes form, nutrition assessment etc. The Company cannot control the transfer of such documents as each Partner is an Independent Contract and has their own business. However, it is recommended such files must be transmitted through the HIPAA compliant telehealth portal.

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PROVIDING CREDENTIALS

It is Partner's responsibility to provide the client with your accreditation status, licensure, state certification(s), authorization to practice within your scope of practice, and that Partner is recognized as being in good standing by the governing authority.

Each Partner is responsible for their own advice, guidance, billing and business practices. The personal opinions and educational advice of the providers, using the system are not governed by the Company. Therefore, you connect with client at your own risk and liability. If your client is dissatisfied with the guidance of the program or the client should discontinue service. The client does have the option to connect with a variety of different Partners. Clients are not locked into any Partner where Nutrition Factors has provided the lead. If the Partner has entered into an agreement with the client for an extended period and have an agreement with that Partner, the agreement should be fulfilled.

The relationship between Partner and client are private. However, you grant the Company the right to review and intervene if company deems necessary. We do this for the purpose to ensure members and Partners are protected, and either party not abusing the site or violating any terms and conditions.

The Company does not guarantee any results that may have been promised by the Partner. The Company provides the platform enabling the Partner to easily communicate with the client.

SHARING OF INFORMATION

The Company may share your information on your behalf with independent Partners or third-party vendors. The Company gathers information from forms, products sales and promotions. Signing up for any products or services is voluntary. As you used the site data collected and you agree that your information can be shared.

TESTIMONIALS

You understand and acknowledge that any and all testimonials from members are strictly the opinion of the members. Claims of outcomes and/or results are personal opinions based on observations from an individual's experience. Client's personal results may vary.

If you submit a testimonial to the Company's website or social media, you understand that the Company may or may not post your content. If the testimonial and image are approved for posting, you acknowledge that it may be used elsewhere, such as on social media, brochures, literature, posters, at conferences or by any Partner associated with the Company. Partner and client grant the right to the Company and other Partners to post and promote the image and testimonial anywhere. You also acknowledge that it may be beyond the Company's or Partner to control where the image and testimonials are shared. You release the Company and other Partners of any liability or damages resulting from content dissemination and repurposing.

LIMITATION OF LIABILITY AND DAMAGES

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The entire extent of liability of the Company shall be limited to the amount of access to the website. Cumulative liability will be limited to the amount of membership paid. If you are unhappy with the terms or services of this website, the best practice would be to discontinue the use of the website or app. It is of your own free will and desire to continue to use the website or APP. You agree to indemnify and not hold the Company, company directors, officers, staff, employees, contractors and Partners accountable for any wrongdoing or negligence without limitation for any damages, liabilities, expenses, claims, loss of clients, content, mis-information or misconduct. Relationships between Partners and clients are between Partner and client and the Company does not intervene.

DISPUTES

Any disputes must first be addressed to the Company and an effort must be put forth to resolve the dispute. Should the dispute result in a claim against The Company the claim must be filed in the State of Utah and governed by the laws of the State of Utah. Claims involving the membership price the dispute will be resolved through non-appearance or small claims court. Claims greater than the membership price will be resolved by arbitration with an arbitrator or mediator in the State of Utah. Each party will be responsible for their own attorney fees. However, if the Company feels damage to its reputation and that business has been jeopardized, The Company reserves the right to seek damages and the damaging party will pay The Company Attorney's fees. The Company also reserves the right to seek damages for unauthorized use or distribution of property rights and services.

PRIVACY

You understand that the Company shares information with independent Partners and healthcare professional and agrees to allow The Company to share your personal information and refer you to our network of healthcare providers. You agree to allow the Company to share your personal information for a referral to a Partner and independent contractors.

The Company is hosted on HIPAA compliant servers and the company strives to protect your personal content to the best of our ability.

PERSONAL HEALTH INFORMATION

This notice covers how personal and medical information will be used. The Company stores limited personal health information on the website. As a user, the Partner or client should not disclose any personal information that either of you would not want to be keep confidential. Clients may be asked to disclose information to help them make better food choices, allergies, food intolerances, medical conditions and to help determine goals to help you improve your lifestyle. The Company website is hosted by a third-party company that offers a HIPAA compliant platform. However, with any online services, breaches may happen.

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The Company may also collect data for general use of your IP address and physical location to enhance our marketing abilities of your interests. We use this data collection to improve your Partner experience. You may opt out of not having your information shared.

THIRD PARTY VENDORS

The Company works and collaborates with third party vendors for support and resources. You agree to not hold the Company or a Partner responsible for issues arising from third party vendors that may result in loss of information or other damages. The content you share might be used by other members. The Company disclaims any responsibility and wrongdoing of its members as we cannot monitor or control information in all accounts. It is your responsibility to contact the party you have the dispute with and resolve it with them.

USE OF COOKIES

A “cookie” is a text file that is stored on the Partner’s computer, it helps us track pages viewed during your online session. We use cookies for marketing purposes. Disabling cookies may cause the site to function improperly. Cookies are not harmful to and do not contain viruses or extract personal information. If the company assigns, establishes joint venture agreements, or sells the company, we reserve the right to assign, transfer, sell any information to the purchasing party.

You acknowledge that you have that you have read and understand these “Terms of Use and Conditions” and agree to the stated conditions of use.

FOR PARTNERS

COMMUNITY SUPPORT

The Company allows Partners to make suggestions to improve the website. A Partner submits and contributes resources such as menu plans, blog posts, podcasts, videos and news articles to the global database. All resources must be approved by the Company. Not all submissions will be accepted. A Partner will be able to add their name, business name to resources they submit. See section on terms and conditions of intellectual property. Submit resources to manager@nutritionfactors.com

PARTNER AGREEMENT

It is the sole responsibility of the Partner to read, understand and adhere to the terms of this agreement. By using the Provider Partner Portal and the Company’s Wellness Platform you agree to these terms. As a Partner you agree to periodically review changes to this contract, website, content or marketing information. The Company reserves the right to amend, change or update this contract without notification. Any updates will be posted on the website.

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COUNTERPARTS

ELECTRONIC SIGNATURES

This Agreement is executed in any number of counterparts such as by an electronic signature or written signature. These signatures must be treated in all respects as having the same force and effect as original signatures.

(For Companies: If you are creating a company Provider Partner Portal, all individual authorized to use your company's Provider Partner Portal must sign this agreement)