



## **TERMS & CONDITIONS**

Last Updated: July 3, 2019

### **OVERVIEW**

This website is operated by The Christian Nutritionist. Throughout the website, the terms “we”, “us” and “our” refer to The Christian Nutritionist. The Christian Nutritionist offers this website, including, but not limited to, all information, tools, programs, services, product, meals, menus, and books (the “Services”) available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms & Conditions”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms & Conditions apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms & Conditions carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms & Conditions. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms & Conditions are considered an offer, acceptance is expressly limited to these Terms & Conditions.

We reserve the right to update, change or replace any part of these Terms & Conditions by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

### **SECTION 1 - ONLINE STORE TERMS**

Our website is not directed towards minors. By agreeing to these Terms & Conditions, you represent that you are at least the age of majority in your state or province of residence, or you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this website. However, under no circumstance may a child under the age of 13 use our website.

You may not use our Services for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

## **SECTION 2 - GENERAL CONDITIONS**

We reserve the right to refuse service to anyone for any reason at any time. Services offered by us are for personal use only and not for resale.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over our networks.

You agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the Service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

## **SECTION 3 - MEDICAL DISCLAIMER**

The opinions and/or information presented on the website are in no way intended as medical advice or as a substitute for medical treatment and as a material condition of this agreement, you agree not to use such opinions or information in this manner. This information should only be used in conjunction with the guidance, care, and approval of your physician. Consult your physician before beginning any diet, nutrition, or fitness plan, including any offered through the website. Nothing herein is intended to diagnose, treat, cure, or prevent any disease. Always seek the advice of your physician or other qualified health care provider if you have any questions regarding a medical condition, your diet, nutritional supplements, an exercise regimen, or any other matter related to your health and well-being.

## **SECTION 4 - INTELLECTUAL PROPERTY RIGHTS**

This website and the entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by The Christian Nutritionist, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms & Conditions permit you to use the website for your personal, non-commercial use only. You must not reproduce, resell, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our website, without prior written permission from us.

The Christian Nutritionist grants you limited permission to provide your physician with access to your account for the sole purpose of determining whether your physician grants you permission to participate in or utilize our Services.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the website in breach of these Terms, your right to use the website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the website or any content on the website is transferred to you, and all rights not expressly granted are reserved by us. Any use of the website not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

## **SECTION 5 - TRADEMARKS**

The Christian Nutritionist name, logo, and all related names, logos, product and service names, designs, and slogans are trademarks of The Christian Nutritionist. You must not use such marks without the prior written permission from us. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

## **SECTION 6 - COPYRIGHT INFRINGEMENT**

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from our website infringe your copyright, you may request removal of those materials (or access to them) by submitting written notification to the address listed below in Contact Information. It is the policy of The Christian Nutritionist to terminate the user accounts of infringers.

## **SECTION 7 - ACCURACY, COMPLETENESS, AND TIMELINESS OF INFORMATION**

We are not responsible if information made available on this website is not accurate, complete or current. The material on this website is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete, or more timely sources of information. Any reliance on the material on this website is at your own risk.

This website may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this website at any time, but we have no obligation to update any information on our website. You agree that it is your responsibility to monitor changes to our website.

## **SECTION 8 - MODIFICATIONS AND PRICES**

Prices for our Services are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

## **SECTION 9 - SERVICES, REFUNDS, CANCELLATIONS**

Certain Services may be available exclusively online through the website. Services purchased from us are for personal use only and not for resale.

Refunds may be granted at the sole discretion of The Christian Nutritionist. Once materials have been distributed for the Services it is The Christian Nutritionist's policy not refund any payments. Please contact us at the email address provided below for any refund requests or questions.

Appointments may be rescheduled or canceled 24 hours prior to the scheduled time without any penalty. Missed appointments or appointments canceled or changed within 24 hours of the scheduled time are subject to a \$20 fee.

We reserve the right, but are not obligated, to limit the sales of our Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any Services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any Services at any time. Any offer for any Services made on this website is void where prohibited.

We do not warrant that the quality of any Services, information, or other material purchased, or obtained by you will meet your expectations, or that any errors in the Services will be corrected.

## **SECTION 10 - ACCURACY OF BILLING AND ACCOUNT INFORMATION**

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers, or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made through us. You agree to promptly update your account and other information, including your email address, credit card numbers, and expiration dates, so that we can complete your transactions and contact you as needed.

## **SECTION 11 - OPTIONAL TOOLS**

Solely for your convenience we may provide you with access to third-party tools. We do not monitor nor have any control nor input over these third-party tools and as such are not responsible for any liability arising from your choice to access these third-party tools. By choosing to access these third-party tools you may be subject to that third-party's terms and conditions and privacy policy and we recommend you read them before utilizing the third-party's services.

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms & Conditions.

## **SECTION 12 - THIRD-PARTY LINKS**

Certain content, products, and services available via our Service may include materials from third-parties.

Third-party links on this website are provided solely for your convenience and may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

By choosing to access these third-party links you may be subject to that third-party's terms and conditions and privacy policy and we recommend you read them before utilizing the third-party's services. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Complaints, claims, concerns, or questions regarding third-party products or services should be directed to the third-party.

## **SECTION 13 - USER COMMENTS, FEEDBACK, AND OTHER SUBMISSIONS**

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, "comments"), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms & Conditions.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality, or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

## **SECTION 14 - PERSONAL INFORMATION**

Your submission of personal information through the store is governed by our Privacy Policy.

## **SECTION 15 - ERRORS, INACCURACIES, AND OMISSIONS**

Occasionally there may be information on our website or in the Service that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times, and availability.

We reserve the right to correct any errors, inaccuracies, or omissions, and to change, update information, or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

## **SECTION 16 - PROHIBITED USES**

In addition to other prohibitions as set forth in the Terms & Conditions, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

## **SECTION 17 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

We do not guarantee, represent or warrant that your use of the Services will be uninterrupted, timely, secure, or error-free.

We do not warrant that the results obtained from the use of the Services will be accurate or reliable.

You agree that from time to time we may remove the Services for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the Services is at your sole risk. The Services and all products and services delivered to you through the Services are (except as expressly stated by us) provided “as is” and “as available” for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall The Christian Nutritionist, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers, or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the Services or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

## **SECTION 18 - INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless The Christian Nutritionist and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns, and employees, harmless from any claim or demand, including reasonable attorneys fees, made by any third-party due to or arising out of your breach of these Terms & Conditions or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

## **SECTION 19 - SEVERABILITY**

In the event that any provision of these Terms & Conditions is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms & Conditions, such determination shall not affect the validity and enforceability of any other remaining provisions.

## **SECTION 20 - TERMINATION**

These Terms & Conditions are effective unless and until terminated by either you or us. You may terminate these Terms & Conditions at any time by notifying us that you no longer wish to use our Services, or when you cease using our website.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms & Conditions, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

Any obligations and liabilities incurred by you prior to the termination shall survive the termination of this agreement for all purposes.

## **SECTION 21 - ENTIRE AGREEMENT**

The failure of us to exercise or enforce any right or provision of these Terms & Conditions shall not constitute a waiver of such right or provision.

These Terms & Conditions and any policies, operating rules, or documents incorporated by reference posted by us on this website or in respect to the Services constitutes the entire agreement and understanding between you and us and govern your use of the Services, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms & Conditions).

## **SECTION 22 - GOVERNING LAW AND JURISDICTION**

All matters relating to this website and these Terms & Conditions, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms & Conditions or the website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Texas, in each case located in the City of Sonora and County of Sutton, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

## **SECTION 23 - CHANGES TO TERMS & CONDITIONS**

You can review the most current version of the Terms & Conditions at any time at this page. These Terms & Conditions were last updated on the date listed at the top of this page.

We reserve the right, at our sole discretion, to update, change, or replace any part of these Terms & Conditions by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Services following the posting of any changes to these Terms & Conditions constitutes acceptance of those changes.

## **SECTION 24 - CONTACT INFORMATION**

If you have any questions or concerns about these Terms & Conditions please contact us at: [thechristiannutritionist@gmail.com](mailto:thechristiannutritionist@gmail.com).