

TERMS OF USE

Welcome to **Nutrition from the Root**,

These **Terms of Use** (hereinafter referred to as the “**Terms**” or “**Terms & Conditions**” or “**Terms of Service**”) shall govern the relationship between **Nutrition from the Root**, owned by **Lauren Martinez**, and having its office address at **149 Larsen Circle Vallejo, CA 94589** (hereinafter referred to the “**Company**” or “**Nutrition from the Root**” or “**us**” or “**our**” or “**we**”) and you (hereinafter referred to “**you**” or “**your**” or “**client**” or “**user**” or “**users**”) and shall also govern your use of www.nutritionfromtheroot.com/ (hereinafter referred to as the “**Website**” or “**Site**”).

Please read these Terms carefully, as these, along with our **Privacy Policy** statement forms the entire agreement between you and Nutrition from the Root. If you do not accept these Terms in its entirety, then you cannot use the site or avail our services.

Additionally, how we collect, use, store, share and transmit your data is governed by our **Privacy Policy** statement and **Cookie Policy**. These **Terms & Conditions** shall be read in conjunction with our **Privacy Policy** statement, **Cookie Policy** and **Disclaimer**.

1. Acceptance of the Terms & Conditions

By accessing or using our Website or contacting us in any way or clicking on a button or taking similar action to signify your affirmative acceptance of these Terms, you hereby represent that:

- i. You have read, understood, and agreed to be bound by these Terms and all our consent forms, any future updates and additions to these Terms, as published from time to time at the Website.
- ii. You are of sound mind and at least of the **age of majority** as per the laws of State that you reside in, in order to form a binding contract with us. In case you are not of the age of majority, then you must have the permission of your lawful guardian to use and access or make purchases on the Website.
- iii. You have read, understood and consented to our **Disclaimer**, **Privacy Policy** statement, **Cookie Policy** and other consent forms.

2. Accounts, Passwords and Security

- a) **Account Registration:** To access various parts of the Website, and to avail various services, you might be required to register and create an account with us. When setting up and maintaining your account, you must provide and continue to provide accurate and complete information about yourself. As part of the registration process, you will create a password and an account.
- b) **Social Media Signup:** You also have an option of signing up using social media accounts, such as Google and Facebook. In case, you chose to sign up using any of the social media account, you will be re-directed to the website of such social media account, and therefore, in addition to these Terms and our Privacy Policy, you will also be subject to the terms and privacy policy of such social media website. We are not liable for any loss causes to you due to any action of such third-party websites.
- c) **Security:** You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your account, including, without limitation, all actions by sub-users registered under your account. You agree to (a) immediately notify us of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. We cannot and will not be liable for any loss, damage or other liability arising from your failure to comply with this Section or from any unauthorized access to or use of your account.
- d) **Inaccurate Information:** If we have reasonable grounds to suspect that any of the information submitted by you is untrue, inaccurate, outdated, or incomplete, we may terminate your user account and refuse current or future use of any or all of the services.

3. Use of the Site

i. Allowed uses:

- a) **Directions of Use:** You must follow any and all guidelines or policies or directions of use as associated with our services.
- b) **Information:** Whenever prompted, you must provide us with the correct, accurate and updated information about yourself.
- c) **Material:** For the purposes of these Terms, “material” shall mean any e-course, text, video, graphics, sound material, published on the Website, whether a copyright of Nutrition from the Root, its owner, its licensors or any third party.

You are not allowed to download or print the material, or extracts from it, in a systematic or regular manner or otherwise so as to create a database in electronic or paper form comprising all or part of the material appearing on the Website. You must not reproduce any part of the Website or the material or transmit it to or store it in any other website or disseminate any part of the material in any other form, unless we have indicated that you may do so.

ii. Restricted uses:

- a) You can't impersonate others or provide inaccurate information.
- b) You must not misuse or interfere with the Website or try to access them using a method other than the interface and the instructions that we provide. You may use the Services only as permitted by applicable law, such as **Health Insurance Portability and Accountability Act of 1996 ("HIPPA")**, and as per the directions provided by us.
- c) You must not:
 - republish material (*including our e-courses and any of its content*) from this Website;
 - sell, rent or sub-license material (*including our e-courses and any of its content*) from the Website;
 - show any material (*including our e-courses and any of its content*) from the Website in public without our consent;
 - edit or otherwise modify any material (*including our e-courses and any of its content*) on the Website (other than editing your own information as per the method provided);
 - reproduce, duplicate, copy or otherwise exploit material (*including our e-courses and any of its content*) on our Website for a commercial purpose; or
 - redistribute material (*including our e-courses and any of its content*) from the Website, except for content specifically and expressly made available for redistribution with our written consent and according to our terms;

- infringe or violate our Intellectual Property Rights or Intellectual Property Rights of our licensors or any third party;
 - We reserve the right to restrict your access to any areas of our Website, or indeed our whole Website, at our discretion.
 - We reserve the right to discontinue our services, or take down any of our e-courses from our website, at any time, at our sole discretion.
- d) You must not use our Website in any way that causes, or may cause, damage to the Website or impairment of the availability or accessibility of the Website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- e) You must not use our Website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, trojan horse, worm, keystroke logger, rootkit or other malicious computer software.
- f) You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our Website, without our express written consent.

4. E-Courses

- a) At Nutrition from the Root, we offer various e-courses. When you purchase any of such course, you get a license from us to view it on a non-exclusive basis. Don't try to transfer or resell the courses in any way. You shall also not share your account information with anyone else, illegally download the content of the course or share with any third-party or publish it anywhere.
- b) Nutrition from the Root grants you a limited, non-exclusive, non-transferable, non-sublicensable license to access and view the courses and associated content for which you have paid all required fees, solely for your personal, non-commercial, and educational purposes, in accordance with these Terms and any conditions or restrictions associated with a particular courses or feature of our service. All other uses are expressly prohibited. You may not reproduce, redistribute, transmit, assign, sell, broadcast, rent, share, lend, modify, adapt, edit,

create derivative works of, sublicense, or otherwise transfer or use any course unless we give you explicit permission to do so in a written agreement signed by our authorized representative.

- c) We reserve the right to revoke any license to access and use courses at any point in time in the event where we decide or are obligated to disable access to a course due to legal or policy reasons or due to your infringement.

5. Ownership Rights

This Website, its logos, its content, information, e-courses, trademarks, trade dress, trade name, appearing on the website shall remain the sole property of the Nutrition from the Root, its owner, licensor or third parties, as the case may be. Your use of or access to this Website or your purchase of any of our e-courses shall not in any way transfer or assign to you any ownership or other proprietary rights in or to this Website or such e-course or any content published by us or our licensors or third parties. This Website and the Content, including but not limited to the e-courses, trademark, logo, copyright, design, layout, typography, underlying HTML, Java scripts, text, audio clips, video clips and graphics, and in the expression of the information contained herein, whether as a compilation or otherwise is protected by relevant Intellectual Property laws, rules and regulations. Trademarks, trade names and designs appearing on this Website are the exclusive property of, or are licensed to the Nutrition from the Root or its owner, and are protected. **No use of a trademark, trade dress, trade name, design, or any of the e-courses or its content, appearing on this Website may be made without the prior written permission of the Nutrition from the Root or its owner.**

6. Privacy

In order to see what data we collect and how we use or store or share such data, please refer to the detailed **Privacy Policy** statement available on our Website.

7. Payments and Taxes

- a) You agree to pay for the services that you avail from us, and you authorize us to charge your debit or credit card or process other means of payment for those payment. You shall be responsible to borne all the applicable taxes (*wherever applicable*). The service may employ the use of third-party services for the purpose of facilitating payment and the completion of

Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy.

- b) We reserve the right to modify the prices of our services (*including without limitation, our consultation services and our e-courses*), or discontinue our services, at any time, at our sole discretion, without any prior notice.

8. Refunds

There are no refunds for the services availed by you by contacting us through our website. *However, you are free to share your feedback.*

9. Disclaimer

The site and all its services (*including our consultation services, opinions, e-courses and any of its content*) are provided “**AS-IS**”. We are not a medical service or suicide prevention helpline. If you are feeling suicidal, we would suggest you immediately call up a suicide prevention helpline or seek medical help. For more information, please see our detailed **Disclaimer** statement posted on our website.

10. Limitation of Liability

To the maximum extent permitted by applicable law, we DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT about our services, or any of our e-courses. In no event shall Nutrition from the Root, or its owner, be liable to you or any third party for any lost profits, lost data, loss of health, costs of procurement of substitute services, or any indirect, consequential, exemplary, incidental, special or punitive damages arising from or relating to these terms or our services (*including our consultation, advice, opinion, or content appearing in the e-courses*), even if Nutrition from the Root has been advised of the possibility of such damages. Access to, and use of, the Site and availing our services is at your own discretion and risk, and you will be solely responsible for any losses or damages resulting therefrom.

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

11. Legal Action

If you are found to be degrading, tarnishing, maligning the image, goodwill or reputation of **Nutrition from the Root** or its owner, namely, **Lauren Martinez**, by spreading hate, insulting, false, fake reviews or engaging in mala fide actions against the above, strong legal actions will be taken immediately.

12. Indemnity

You acknowledge to defend, indemnify and hold Nutrition from the Root, its owner, agents, employees, agents, and any other licensors (hereinafter referred to as “**Indemnified Party**”) harmless from and against any claim, disputes, fine, liability, demand or expense, including reasonable attorneys’ fees, made by a third party, relating to, or arising from:

- a) Your violation of our rights, including without limitation to any right to privacy, publicity rights, defamation or intellectual property rights;
- b) Your wrongful or improper use of our services, Site or e-courses;
- c) Your violation of any applicable laws, rules or regulations;
- d) Your violation of these Terms or any other policy of ours as associated with our services;
- e) The indemnifications set forth above will survive the termination or expiration of these Terms and/or your use of our services.

13. Digital Millennium Copyright Act (“DMCA”) Notice

a) DMCA Compliance:

Pursuant to Title II of the DMCA, all claims alleging copyright infringement for material that you believe to be residing on the Site, system or network should be promptly sent in the form of written notice to our designated agent:

Designated Agent (the “DMCA Agent”) for DMCA Notices:-

Name: Lauren Martinez

Email: nutritionfromtheroot@gmail.com

Note:- You may not send other notices or communications to the DMCA Agent, who is appointed solely for the purpose of receiving notices of claims alleging copyright infringement under the DMCA.

b) Filing a DMCA Notice:

Specific requirements for proper notification of claimed infringement are set forth in the DMCA (see 17 U.S.C. § 512(c)(3)). Valid notification must be a written communication that includes all of the following elements:

- Signature of copyright owner or person authorized to act on behalf of the owner;
- Identification of copyrighted work claimed to be infringed;
- Identification of the material claimed to be infringing or to be the subject of infringing activity and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact the complaining party (address, phone number and, if available, email address);
- A statement that the complaining party has a good faith belief that use of the material in the manner complained is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of the exclusive right allegedly being infringed.

It is our policy that, upon receiving of a valid DMCA notice, we will remove or disable access to allegedly infringing material. However, there are substantial penalties for false claims (see 17 U.S.C. § 512(f) - providing sanctions for material misrepresentations of copyright infringement).

c) Filing a DMCA Counter-Notification:

If a notice of alleged copyright infringement under the DMCA has been wrongly filed against you, you may submit a counter-notification to our DMCA Agent. Specific requirements for a proper counter-notification are set forth in the DMCA (see 17 U.S.C. § 512(g)(3)).

A valid counter-notification must be a written communication that includes all of the following elements:

- A physical or electronic signature;
- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification; and
- Your name, address, and telephone number, and a statement that you consent to the jurisdiction of the federal district court for the judicial district in which your address is located, or if your address is outside of the U.S., for any judicial district in which the service provider may be found, and that you will accept service of process from the complainant.

Upon receipt of a valid counter-notification, we will forward it to the original complainant who submitted the DMCA notice alleging copyright infringement. The original complainant will then have ten days to notify us that it has filed a lawsuit relating to the allegedly infringing material otherwise we will restore the removed material or cease disabling access to it.

d) Repeat Infringer Policy:

Pursuant to Section 512 of the DMCA, it is our policy to terminate the account of any repeat copyright infringer in appropriate circumstances.

14. Governing Law and Dispute Resolution

- i. **Governing Law:** The Terms and any dispute arising from the same will be governed by applicable laws of **State of California (USA)**.

- ii. **Exclusive Jurisdiction:** All disputes must first be attempted to resolved amicably, failing which, such controversy, conflict or dispute shall be finally settled by bringing it before the appropriate State or Federal courts situated in **State of California (USA)**.

15. Notices

When you use the Website or send emails to Nutrition from the Root, you are communicating with us electronically. You consent to receive electronically any communications related to your use of this Website, or through phone call, SMS, or WhatsApp message. Nutrition from the Root will communicate with you by email or by posting notices on this Website or through phone call, SMS, or WhatsApp message. You agree that all agreements, notices, disclosures and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing. We may give notice by means of a general notice via electronic mail to your email address as available with us. If You want to give a notice to us, you can do so by dropping an electronic mail to nutritionfromtheroot@gmail.com or by posting it to 149 Larsen Circle Vallejo, CA 94589.

16. Miscellaneous

- i. **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 of these Terms will continue in full force and effect.
- ii. **Waiver:** Our failure to insist on or enforce strict performance of these Terms of Use shall not be construed as a waiver by us of any provision or any right that we have to enforce these Terms and nor shall any course of conduct between us and you or any other party be deemed to modify any provision of these Terms.
- iii. **Survival:** Notwithstanding any other provisions of these Terms of Use, or any general legal principles to the contrary, any provision of these Terms of Use that imposes or contemplates continuing obligations on either party shall survive the expiration or termination of these Terms of Use, for any reason whatsoever.
- iv. **No Third-Party Beneficiaries:** Except as otherwise expressly provided in these Terms of Use, there shall be no third-party beneficiaries to these Terms of Use.

- v. **No Assignment:** You may not assign these Terms of Use (or any rights, benefits or obligations hereunder) by operation of law or otherwise without the prior written consent of Nutrition from the Root, which may be withheld at Nutrition from the Root's sole discretion. Any attempted assignment that does not comply with these Terms of Use shall be null and void.
- vi. **Entire Agreement:** The **Terms, Disclaimer, our Privacy Policy and Cookie Policy**, together with any additional terms and conditions or consent forms executed between us, constitute the entire Agreement between Nutrition from the Root and you, relating to the subject matter hereof, and supersedes any prior understanding or agreements (whether oral or written) regarding the subject matter, and may not be amended or modified except in writing or by making such amendments or modifications available on our Website.
- vii. **Force Majeure:** Nutrition from the Root, its owner, and its agents will be excused from performance for any period during which, and to the extent that, such party or any subcontractor is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond its reasonable control, and without its fault or negligence, including without limitation, acts of God, strikes, lockouts, riots, acts of terrorism or war, epidemics, communication line failures, power failures and government-imposed lockdowns or similar restrictions.
- viii. **Updates to these Terms:** We may add to or change or update these Terms at any time, from time to time, entirely at our own discretion, with or without any prior written notice. You are responsible for checking these Terms periodically. Your use of the Site after any amendments to the Terms shall constitute your acceptance to such amendments.

17. Grievance Officer/Designated Representative

In the event you have any grievance regarding anything related to these **Terms or Disclaimer or Privacy Policy or Cookie Policy**, or with any of the e-courses, its content or service of Nutrition from the Root, in that case you may freely write your concerns to the Grievance Officer/Designated Officer at:

- **Name:** Lauren Martinez
- **Email:** nutritionfromtheroot@gmail.com
- **Contact:** 530-748-7024

18. Feedback and Information

We welcome your questions or comments regarding the Terms. You can write to us via email:

nutritionfromtheroot@gmail.com

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