

# THE TYPE 2 TRANSFORMATION PROGRAM™

## ONLINE COURSE TERMS OF USE

Please read these Terms of Use for The Type 2 Transformation Program™ online course (the “Terms of Use”) carefully. You must agree to these terms before purchasing, enrolling in, accessing or using The Type 2 Transformation Program™ (the “**Program**”), which is owned and operated by Mallory Nowak Nutrition & Wellness LLC (“**Mallory Nowak Nutrition & Wellness**”, “we”, “our” or “us”), wherever the Program is hosted, whether on a website operated by Mallory Nowak Nutrition & Wellness, or on a third-party website such as an online course hosting platform, or other similar website or platform. The term “you” refers to any purchaser, user and/or participant of the Program.

The Terms of Use constitutes a legal contract between Mallory Nowak Nutrition & Wellness and you, the undersigned participant. **By signing below or checking that you agree to the terms, you are acknowledging that you have read, agree to, and accept all of the terms and conditions contained in the Terms of Use.**

By purchasing or using the Program, you accept and agree to these Terms of Use, and you are required to act in accordance with them, whether or not you have read them. If you do not want to agree to these Terms of Use, you must not purchase or use the Program or any portion thereof.

These Terms of Use state how you may use the Program, including any and all materials made available to you in the Program. This includes, without limitation, the words, design, layout, look, appearance, graphics, photos, images, information, materials, documents, data, videos and video files and recordings, voice/audio files and recordings including downloadable Mp3 audio files, webinars and recorded webinars, emails, downloadable PDFs, worksheets, workbooks, forms, guides, questionnaires, e-books, handouts and slides, and all other similar materials and all other information and intellectual property accessible on or through the Program and any website or e-mails we may use to distribute or host the Program or any part thereof, as well as the look and feel of all of the foregoing (collectively, the “**Program Content**”).

These Terms of Use require the use of arbitration on an individual basis to resolve disputes, rather than jury trials, and limit the remedies available to you in the event of a dispute. You fully understand and agree that by enrolling in, purchasing and/or using the Program and Program Content that you are waiving certain legal rights and you are voluntarily agreeing to do so.

Please review the terms of our Privacy Policy (the “**Privacy Policy**”) for how your information is stored and shared.

## **1. Information and Education Only; Not Medical Advice**

**The Program is for informational and educational purposes only and is not to be perceived as or relied upon in any way as medical advice for any individual.** The Program is NOT intended as, and must not be understood as or construed as, medical care or advice, the practice of medicine, the practice of dietetics or medical nutrition therapy, the practice of counseling care including, without limitation, psychiatry, psychology, psychotherapy, or as providing any form of medical diagnosis or treatment. Furthermore, the Program is not intended to and does not diagnose, treat, cure or prevent any disease or medical condition.

Mallory Nowak of Mallory Nowak Nutrition & Wellness is a Functional Nutrition Therapy Practitioner and is not a licensed or registered dietitian or licensed healthcare professional.

**You should not rely on the Program or Program Content as a substitute for professional medical advice, diagnosis, or treatment from a qualified licensed healthcare provider who is familiar with your individual situation.** Do not disregard, avoid or delay obtaining medical advice from a licensed medical or healthcare professional because of something you have read, viewed or heard on or in the Program or Program Content. Always seek the advice of your qualified healthcare provider with any questions you have regarding a medical condition or your health and prior to changing or reducing any medications, taking any herbal or dietary supplements, using any treatment for a health problem, or undertaking any significant changes to your health care regimen.

**Because the strategies used in The Type 2 Transformation Program can be so effective at lowering a person's blood sugar levels, it is crucial that you work with your healthcare provider to monitor your medications and reduce them as needed as you go through the Program.** This is important because of the likelihood of hypoglycemia due to being over-medicated after starting the Program. Mallory Nowak Nutrition & Wellness and any other individuals associated with the Program are not licensed physicians or healthcare providers and cannot advise you on medications.

Because we expressly recommend that you seek advice from a licensed medical or healthcare professional who has knowledge of the facts and circumstances of your individual situation and with respect to reducing your blood sugar medications, the use of this Program is solely at your own risk. Mallory Nowak Nutrition & Wellness shall not be held liable or responsible for any errors or omissions in the Program or for any damage you may suffer because of failing to seek competent medical advice and medication monitoring from a licensed medical or healthcare professional.

Information and statements in the Program regarding dietary supplements and products have not been evaluated by the Food and Drug Administration. Any dietary supplements or products which may be mentioned in the Program are not intended to diagnose, treat, cure or prevent any disease. Additionally, it is important that you understand that many dietary and herbal supplements can interact with blood sugar lowering medications.

## **2. Participants**

The Program is intended solely for users who are eighteen (18) years of age or older. Any purchase by, use of, or access to the Program by anyone under age 18 is unauthorized, unlicensed and in violation of these Terms of Use. By accessing or using the Program, you represent and warrant that you are at least 18 years old. Mallory Nowak Nutrition & Wellness hereby disclaims all liability for use by individuals under the age of 18.

## **3. The Program**

**The Program is a twelve (12) week program. As a member of the Program, you will receive:**

- Lifetime Access to The Type 2 Transformation Program™ Membership Site, which includes audio and video recordings of lessons and handouts. *(This includes access to all current and updated Program Content as well as add-ons. Note that some of the original Program Content may be removed or replaced as revisions are made.)*
- 12 weeks\* of access to The Type 2 Transformation Program™ members-only, private Facebook Group.
- 12 weeks\* of access to Group Coaching Calls with Mallory Nowak and/or other coaches via Zoom *(calls are recorded and available in the private Facebook Group for those who cannot attend live).*
- Access to quality supplements from Mallory Nowak Nutrition & Wellness' online Fullscript dispensary.\*\*

*\*Participants who enroll in the Program during a special promotion may get access to the Facebook Group & Zoom Calls for 16 weeks instead of 12 weeks as a bonus.*

*\*\*Purchase of any dietary supplements is optional and not required for the Program; supplements are an additional cost and not included as part of the Program. You should always consult your licensed healthcare professional prior to taking any dietary supplements as they can interact with many blood-sugar lowering medications.*

You will have ongoing access to The Type 2 Transformation Program™ Membership site with the audio/video recordings and handouts after the 12 weeks is over (including any new content added to it).

**After your Program is over, you will lose access to the private Facebook Group and Group Coaching Calls on Zoom unless you sign up for a monthly Alumni Membership Subscription (see Alumni Membership Subscription details below).**

#### **4. Program Fees, Payments, and Refund Policy**

##### **A. Program Fees and Payment Policies**

You have two payment options to purchase access to the Program.

- **Option 1:** *One-Time Pay-in-Full due at time of enrollment.*
- **Option 2:** *Three-Month Payment Plan. If you choose the 3-month payment plan, the first installment payment is due at the time of enrollment and your credit card will be automatically charged monthly during month 2 and month 3 of the Program.*

We only accept credit card payments. By purchasing the Program, you agree that Mallory Nowak Nutrition & Wellness is authorized to share any payment information and instructions required to complete the payment transactions with any third-party payment service providers (e.g., credit card transaction processing, merchant settlement, and related services) such as Stripe, Square, and others. Mallory Nowak Nutrition & Wellness cannot and does not control and has no responsibility or liability for the policies or actions of the payment processing companies.

If paying via the 3-month payment plan or if you sign up for a monthly Alumni Membership to the Facebook Group and Group Coaching Calls, you give Mallory Nowak Nutrition & Wellness permission to automatically charge your credit card for all fees and charges due as payment for the Program and Alumni Membership as applicable without any additional authorization or notification.

##### **Declined or Failed Payment:**

If there is a declined or failed payment, you will receive an e-mail with a three-day deadline to make payment. If there is still no payment after three days, you will receive a second e-mail alerting you that your access to the Program or Alumni Membership content has been discontinued until the account is brought up to date. At this point, you will not be granted access to any Program Content until payment is received, and we reserve the right to terminate your access to the Program and all Program Content

immediately and permanently; this includes access to the Membership site, the Private Facebook Group, e-mail communications, Group Coaching Calls, or any other method of communications related to the Program without refund.

If any Alumni Membership monthly payment is declined, you will be notified via email and will be immediately removed from access to the Facebook Group and Group Coaching Calls until payment is made.

If you fail to make payment in a timely manner in accordance with these Terms of Use or voluntarily decide to withdraw from the Program at any time or for any reason whatsoever, you will remain fully responsible for the full cost of the Program and all remaining payments if you are paying in a payment plan of monthly installments. We reserve our right to seek payment from you for any delinquent payment that is not provided by or upon the date due by enlisting the help of a collections' agency, and we may exercise our right to report your delinquent payment to all three credit reporting agencies, either directly or through the help of a collections' agency.

You agree to only purchase the Program for yourself or for another person for whom you are legally permitted to do so or for whom you have obtained the express consent to provide their name, address, method of payment, credit card number, and billing information. And you agree to be financially responsible for any purchases made by you or someone acting on your behalf.

**Thank You for Referring Friends and Family Outside of Your Household:**

We appreciate you respecting our intellectual property and not sharing your Program access or any Program Content with family and friends outside of your household. We will gladly offer you a free month of Alumni Membership as a "Thank you" if you refer them and they make a purchase of the Program. Contact us at [support@mallorynowak.com](mailto:support@mallorynowak.com) for more information.

**B. Limited Refund Policy**

Your satisfaction with the Program is important to us. Yet, because of the extensive time, effort, preparation and care that goes into creating and providing the Program, we only offer a limited refund.

If you are unsatisfied with The Type 2 Transformation Program, you can request a refund by emailing [support@mallorynowak.com](mailto:support@mallorynowak.com) with the subject line "Refund Request".

- **In order to qualify for a refund:**
  - *You must attend at least one Group Coaching Call;*

- You must first make a concerted effort to remedy any concerns by emailing Mallory Nowak Nutrition & Wellness' team at [support@mallorynowak.com](mailto:support@mallorynowak.com); and
- Your refund request must be made within the first 14 days after purchase.
- **There is a non-refundable processing fee of \$75.** This covers processing fees from our payment service providers and wages for our team to perform the refund process.
- **After the first 14 days from date of your purchase, NO refunds will be provided at any time and no exceptions will be made.**

Upon determining that you are entitled to a refund pursuant to this policy, we will issue an instruction to our payment processor to issue the refund and any future payments will be canceled. **Upon approval for a refund, you will immediately lose all access to the Program and Program Content including Membership site, Group Coaching Calls and private Facebook Group.**

Since there is a clear and explicit Refund Policy in these Terms of Use that you agree to prior to completing your purchase of the Program, Mallory Nowak Nutrition & Wellness does not tolerate or accept any type of chargeback threat or actual chargeback from your credit card company or the payment processor. If a chargeback is placed on a purchase or Mallory Nowak Nutrition & Wellness receives a chargeback threat during or after your purchase, Mallory Nowak Nutrition & Wellness reserves the right to report the incident to all three credit reporting agencies or to any other entity for inclusion in any chargeback database or for listing as a delinquent account which could have a negative impact on your credit report score. The information reported will include your name, e-mail address, order date, order amount, and billing address. If you then wish to have this report removed from your credit report, you must make the payment owed for the amount of the chargeback. Once payment owed is received, the appropriate reports to the credit agencies will be made.

## **5. Alumni Membership Subscription**

### **Monthly Alumni Membership Option for Ongoing Access to Facebook Group and Group Coaching Calls:**

After completion of the Program, you may pay a monthly subscription fee to continue to attend the Group Coaching Calls and have continued access to the private Facebook Group. Each monthly subscription payment gives you access to the Facebook Group and Group Coaching Calls for an additional 4-week period. If you select this option, your credit card will be charged automatically every 30 days until you notify us that you would like to cancel your subscription by emailing [support@mallorynowak.com](mailto:support@mallorynowak.com).

Subscriptions may only be terminated at the end of each 30-day billing cycle, and **you must give us at least seven days' advance notice prior to your next payment date for cancellation of your monthly subscription.** No cancellations will be effective during the 30-day period and no refunds or pro-rated refunds of Alumni Membership subscription payments will be provided (in other words, you cannot terminate mid-month).

*To cancel your membership, please email [support@mallorynowak.com](mailto:support@mallorynowak.com) 7+ days before your billing cycle. Failure to give proper notice may result in a \$79 charge, during which time your membership will remain active until the next billing cycle.*

*Upon cancellation, you will lose all access to The T2T Facebook Group & Group Coaching Calls.*

## **6. Intellectual Property Rights**

### **A. Ownership of Program Content and Mallory Nowak Nutrition & Wellness' Limited License to You**

The Program, including without limitation, the words, design, layout, look, appearance, graphics, photos, images, information, materials, documents, data, videos and video files and recordings, voice/audio files and recordings including downloadable Mp3 audio files, webinars and recorded webinars, emails, downloadable PDFs, worksheets, workbooks, forms, guides, questionnaires, e-books, handouts and slides, and all other similar materials and all other information and intellectual property accessible on or through the Program and any website or e-mails we may use to distribute or host the Program or any part thereof, as well as the look and feel of all of the foregoing (collectively, the "**Program Content**"; *previously defined and stated here again for further clarity and avoidance of doubt*) are the property of and solely owned by Mallory Nowak Nutrition & Wellness or our affiliates, licensors, successors-in-interest, assignees, or suppliers unless otherwise noted, and are protected by copyright, trademark and other laws that protect intellectual property and proprietary rights.

You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained on or in the Program Content as well as these Terms of Use.

When you purchase the Program or view or access any Program Content, Mallory Nowak Nutrition & Wellness is granting you a limited, revocable, non-transferable, non-exclusive license to access and use the Program and Program Content for your own personal, non-commercial use ONLY. This license is limited to you only for your

personal use, and NOT for your business or commercial use or in any way that earns you money.

**You are encouraged to have your live-in partner/spouse join the Program with you at no extra fee, but you are NOT permitted to share any Program Content with your friends, family, colleagues, or any other person outside of your household.** If they would like access to the Program, they must purchase their own license to the Program separately.

This means that when you purchase the Program, you may watch, listen to, download and/or print Program Content for your own personal use, but you are NOT permitted to copy, duplicate, reprint, republish, reproduce, share, sell/re-sell, display, disclose, or redistribute any part of the Program or Program Content with or to friends, family members, colleagues, or any other third party, or use any Program Content for commercial purposes or in any way that earns you money. For avoidance of doubt, this means you may NOT adapt or represent any part of the Program in any way as if it is yours or created by you and you may not reprint or republish any part of the Program and Program Content for publication or compilation into your own products, programs or services for business or commercial use or in any way that earns you or a third-party money.

Furthermore, you may not hypertext, frame or inline link to any part of the Program or Program Content, nor may you state or imply any sponsorship, endorsement by, or ownership of the Program or Program Content without the express written permission of Mallory Nowak Nutrition & Wellness.

You understand that purchasing, downloading, printing, or otherwise using the Program and Program Content in no way gives you any copyright, trademark, intellectual property or ownership rights in the Program or Program Content. It is still the property of Mallory Nowak Nutrition & Wellness.

Any trademarks and logos displayed on the Programs and Program Content are trademarks belonging to Mallory Nowak Nutrition & Wellness unless otherwise indicated. Any use including framing, metatags or other text utilizing these trademarks, or other trademarks displayed, is strictly prohibited without the express written permission of Mallory Nowak Nutrition & Wellness.

All rights not expressly granted in these Terms of Use or any express written license, are reserved by Mallory Nowak Nutrition & Wellness.

## **B. Request for Permission to Use the Program Content**



If you wish to use any portion of the Program Content, or any other intellectual property or property belonging to Mallory Nowak Nutrition & Wellness, and of our affiliates in any way that is prohibited by or not expressly permitted by these Terms of Use, you must request permission in writing from Mallory Nowak Nutrition & Wellness **BEFORE** you use such Program Content by sending an e-mail to support@mallorynowak.com.

If you do receive the express written permission of Mallory Nowak Nutrition & Wellness, you are **only** granted permission to use the applicable portion of the Program Content as explicitly granted in such writing. In other words, you agree to use only the specific Program Content that Mallory Nowak Nutrition & Wellness allows and only in the ways for which Mallory Nowak Nutrition & Wellness has given you written permission. If you use the Program Content in ways that Mallory Nowak Nutrition & Wellness does not specifically give you written permission, you agree now that you will be treated as if you had copied, duplicated and/or stolen such Program Content from Mallory Nowak Nutrition & Wellness, and you consent to immediately stop using such Program Content and to take whatever actions as Mallory Nowak Nutrition & Wellness may request and by the methods and in the time frame that Mallory Nowak Nutrition & Wellness prescribes to protect its intellectual property and ownership rights in the Program and the Program Content, and you will be subject to penalties for Unauthorized Use and Infringement of Program Content as set forth in these Terms of Use.

### **C. Unauthorized Use and Infringement of Program Content**

You understand and agree that your use of the Program Content other than as expressly authorized in these Terms of Use or by a separate written consent or assignment of Mallory Nowak Nutrition & Wellness, is not permitted and is considered unauthorized use, infringement and theft ("**Unauthorized Use and Infringement**") and may give rise to a civil claim for damages and/or be a criminal offense, and Mallory Nowak Nutrition & Wellness reserves the right to prosecute for theft and to enforce Mallory Nowak Nutrition & Wellness' rights to the full extent of the law.

In the event of your Unauthorized Use and Infringement, you agree to pay liquidated damages of the greater of five (5) times the total fees paid for the Program or \$10,000.00, in addition to any legal or equitable remedies Mallory Nowak Nutrition & Wellness may be entitled to pursue. This is not a penalty but an agreed upon liquidated damages charge for Unauthorized Use and Infringement.

You agree that any violation or threatened violation of by you of the Intellectual Property Rights terms in these Terms of Use would cause irreparable injury to Mallory Nowak Nutrition & Wellness that may not be adequately compensated by damages, entitling Mallory Nowak Nutrition & Wellness to obtain injunctive relief, without bond, in addition to all legal remedies.

## **7. Materials Provided By You – Your License to Mallory Nowak Nutrition & Wellness; Use in Testimonials and Marketing.**

When you voluntarily share any information in a live group session, and when you voluntarily submit, post or upload any material such as any comments, posts, photos, videos or other uploads or materials or other contributions (each “**your Submission**” or collectively “**your Submissions**”), on or through the Program, including the Facebook Group, you are representing that you are the owner of all such materials and you are at least 18 years old. By submitting, posting or uploading your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit your Submission.

When you voluntarily share any information in a live online class or session, and when you voluntarily submit, post or upload your Submission, you are granting Mallory Nowak Nutrition & Wellness and anyone authorized by Mallory Nowak Nutrition & Wellness, permission and an unlimited, royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide license to use, copy, modify, transmit, sell, exploit, create derivative works from, distribute, and/or publicly perform or display the information you share and/or your Submission, in whole or in part, in any manner or medium, now known or developed in the future, for any purpose, including, without limitation, for Mallory Nowak Nutrition & Wellness’ marketing, advertising or promotional efforts, and you are granting Mallory Nowak Nutrition & Wellness the right to make it part of current or future courses, programs or offers created, offered and sold by Mallory Nowak Nutrition & Wellness. This right includes granting Mallory Nowak Nutrition & Wellness use or exploitation of proprietary rights or intellectual property rights like copyright, trademark, service mark, trade secrets, or any other of your intellectual property rights under any relevant jurisdiction without any further permission from you or compensation by Mallory Nowak Nutrition & Wellness to you.

You also grant Mallory Nowak Nutrition & Wellness, and anyone authorized by Mallory Nowak Nutrition & Wellness, the right to use your likeness and with respect to any Submissions, to also identify you as the author and/or individual depicted in any of your Submissions by name, email address, or screen name, for any purposes, including commercial purposes, marketing, and advertising. You acknowledge that Mallory Nowak Nutrition & Wellness has the right but not the obligation to use and display any of your Submissions of any kind, and that Mallory Nowak Nutrition & Wellness may elect to cease the use of any of your Submissions in the Program and Program Content at any time for any reason whatsoever.

**Media Release.** By participating in the Program, including the Facebook Group and Group Coaching Calls, you consent to photographs, videos, and/or audio recordings that may be made that may contain you, your image, your voice and/or your likeness. In Mallory Nowak Nutrition & Wellness' sole discretion, Mallory Nowak Nutrition & Wellness reserves the right to use these photographs, videos, and or/audio recordings and/or any other materials created by Mallory Nowak Nutrition & Wellness in connection with your participation in the Program, without compensation to you at any time, now or at any time in the future including, without limitation, for Mallory Nowak Nutrition & Wellness' marketing, advertising or promotional efforts.

In other words, this means you give Mallory Nowak Nutrition & Wellness permission to use anything you submit or post in the Program, including in the Facebook Group, or anything captured by Mallory Nowak Nutrition & Wellness during your participation in the Program, including images of you and images of you in which your face is visible and recognizable, in any manner or medium and for any purpose. **Mallory Nowak Nutrition & Wellness may use Facebook Group posts and/or recordings from Group Coaching Calls that include your name and/or image for testimonials/success stories.**

All Group Coaching Calls will be recorded so that participants who cannot attend live can watch the recording at a later time.

**PLEASE DO NOT SHOW YOUR FACE OR IMAGE IF YOU DO NOT WANT TO BE SEEN OR DO NOT WANT YOUR FACE/IMAGE RECORDED OR SHARED. DO NOT SHARE ANY INFORMATION YOU DO NOT WANT RECORDED OR RE-DISTRIBUTED TO OTHERS.**

## **8. Your Conduct in the Program and Facebook Group**

### **A. Confidentiality of other Program Participants.**

**Mallory Nowak Nutrition & Wellness strives to create a safe space for all participants in the Program.** Please respect the privacy of other participants. Because participants may share their personal information, you agree to keep all information you learn about other Program participants, including in coaching calls and the Facebook Group, strictly confidential and not to share them outside of the Program.

### **B. Your Conduct in and Use of the Facebook Group**

We strive to create a safe space for all participants in our Program. Any comments, whether in a Group Coaching Call or on the Program Facebook Group page, must be

respectful. You may not communicate or submit any content or material that is harassing in nature, rude, racist, abusive, vulgar, threatening, knowingly false, defamatory, or obscene or otherwise in violation of any law or the rights of others. Bullying or other comments that makes other users of the Program feel poorly will not be tolerated. You are not permitted to use the Facebook Group to solicit or collect data from other group members (including their names and contact information). You may not directly contact other group members without their express permission. You agree to follow any rules disseminated by Mallory Nowak Nutrition & Wellness for the Facebook Group.

Mallory Nowak Nutrition & Wellness reserves the right, in her sole discretion, to edit, modify, delete, refuse to post or otherwise remove, in whole or part, any of your Submissions on the private Facebook Group, or on any website operated by Mallory Nowak Nutrition & Wellness and any third-party forums hosting the Program Content as well as to terminate your access to the Program and/or the Facebook Group. Please note, however, that Mallory Nowak Nutrition & Wellness does not have any obligation to monitor the Facebook Group or any posts, comments, or material submitted by participants.

**The views of any users or participants of the Program, including on the private Facebook Group, do not necessarily reflect those of Mallory Nowak Nutrition & Wellness and may not be factually correct.**

Mallory Nowak Nutrition & Wellness is not responsible for and specifically disclaims any and all liability arising from or relating to your use of any information posted in the Facebook Group by other participants, employees, contractors, agents and affiliates. Mallory Nowak Nutrition & Wellness also reserves the right to delete any comments in the Facebook Group.

## **9. Confidentiality and Privacy Policy**

Please review the Privacy Policy for how all of your information is handled as well as your rights around such information.

The Program comes with access to the private Facebook Group. **Please choose carefully the information you voluntarily share for viewing by others in the Program**, including any online live classes and sessions, the Facebook Group, any website or social media sites, or in any third-party forums, as anything you share also can be seen, collected and used by others, and become public. Any personal information you voluntarily share as part of your participation in the Program, whether in the Facebook Group or in any Group Coaching Calls, or any other method of communications related to the Program and Program Content, is done at your own risk.

Mallory Nowak Nutrition & Wellness cannot guarantee your privacy for what you voluntarily share, and Mallory Nowak Nutrition & Wellness is not responsible for any unauthorized use by others of such information that you voluntarily share.

When you apply for, enroll in, purchase or the Program, Mallory Nowak Nutrition & Wellness may seek and collect personal data and information including but not limited to your name, e-mail address, phone number, billing information, credit card or payment information, demographic information, preferences, interests, or other personally-identifying information (“**Confidential Information**”). By providing such Confidential Information to Mallory Nowak Nutrition & Wellness, you grant Mallory Nowak Nutrition & Wellness permission to use and store such information. In turn, Mallory Nowak Nutrition & Wellness will use best efforts to keep your Confidential Information safe, secure and confidential in accordance with these Terms of Use and the Privacy Policy.

However, due to the nature of the Internet, no data transmission over the Internet can be guaranteed to be completely secure. As a result, Mallory Nowak Nutrition & Wellness cannot ensure or warrant the security of your Confidential Information or of any other data or information you transmit via the Internet. By transmitting any Confidential Information, data or other information to Mallory Nowak Nutrition & Wellness, you accept that and acknowledge that you do so at your own risk. Mallory Nowak Nutrition & Wellness has security measures in place to prevent the loss, misuse, and alteration of the information that is obtained from you, but Mallory Nowak Nutrition & Wellness makes no assurances about the ability to prevent any such loss, misuse, to you or to any third party arising out of any such loss, misuse, or alteration.

All Confidential Information will be held in confidentiality and will not be disclosed to third parties, except that Mallory Nowak Nutrition & Wellness may disclose Confidential Information and personally identifiable information: (1) pursuant to these Terms of Use and the Privacy Policy, (2) if required to do so by law, (3) in the good-faith belief that such action is necessary to conform to the law, (4) to comply with any legal process served on either Mallory Nowak Nutrition & Wellness or its partners, sponsors, investors, or affiliates, (5) to protect and defend its rights or property or those of other users or purchasers of the Program, (6) to enforce these Terms of Use, and/or (7) to act as immediately necessary in order to protect the personal safety of other users, purchasers, or the public.

## **10. Accessing the Program; Username and Password**

During the registration process for the Program, you agree to provide true, accurate, current and complete information about yourself. To access the Program and/or certain features of the Program, including any private membership areas, you will need a

username and password. **You agree to keep your username and password to access the Program confidential.** You are responsible for maintaining the confidentiality of your username, password and Program account and are responsible for all activities (whether by you or by others) that occur under your username, password or Program account. **You are not permitted to share your username and/or password or access to your Program account with anyone at any time.**

If Mallory Nowak Nutrition & Wellness has reasonable grounds to suspect that you have provided false information including a false e-mail address, shared your username and/or password with anyone else, provided anyone else access to your account or forwarded any non-public material from the Program to any other person, Mallory Nowak Nutrition & Wellness reserves the right to immediately suspend or terminate your account and your access to the Program including, without limitation, the Membership site, the Facebook Group, or any other related communications, and to refuse any and all current or future use of the Program or any Program Content, in whole or in part, without refund.

## **11. Errors and Omissions Disclaimer**

We have done our best to ensure that the Program and Program Content are accurate and provide valuable information, but because the nature of health information is constantly evolving, Mallory Nowak Nutrition & Wellness cannot guarantee the accuracy of such information. You acknowledge that the Program and Program Content may contain inaccuracies or errors and neither Mallory Nowak Nutrition & Wellness nor any of her employees, contractors, agents, affiliates, successors-in-interest, transferees, participants or assigns shall be held liable or responsible for any errors, omissions or inaccuracies on or in the Program or Program Content or for any damage you may suffer as a result of failing to seek competent advice from a professional who is familiar with your situation. We make no warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information in the Program and Program Content for any person.

## **12. Personal Responsibility and Assumption of Risk**

It is your responsibility to consult with your physician as to the appropriateness of the Program for you.

By accessing the Program or any Program Content in any way, you accept and agree that you are solely responsible for your actions, decisions and results and take full responsibility for any harm or damage you suffer as a result of your use, misuse or non-use, of the information available on or in the Program and/or Program Content. You

agree to use your own judgment and conduct your own due diligence before taking any actions or implementing anything suggested or recommended on or in the Program or Program Content and you agree that you do so at your own risk.

Mallory Nowak Nutrition & Wellness is not responsible for any damage you may suffer as a result of failing to seek competent advice from a licensed healthcare professional who is familiar with your situation.

### **13. No Guarantees of Results**

You acknowledge that no results of use or participation in the Program are guaranteed and that Mallory Nowak Nutrition & Wellness has not made any guarantees about the results of participating in or taking any action, whether recommended on or in the Program and Program Content or not. Your participation in the Program does not guarantee any success with blood sugar, insulin, medications, diabetes or otherwise. The Program and Program Content are for educational and informational purposes and are intended to solely to provide users of Program with education and tools about their health and nutrition, and how to develop a course of action to work with their doctor(s) and other health care providers to improve their diabetes. You recognize that any health or other outcome is the result of your own efforts, your particular situation and health history, and innumerable other circumstances beyond the control and/or knowledge of Mallory Nowak Nutrition & Wellness.

You also recognize that prior results do not guarantee a similar outcome. Thus, the results obtained by others, whether clients of Mallory Nowak Nutrition & Wellness, users or participants of the Program or otherwise, are no guarantee that you or any other person or entity will obtain similar results.

### **14. No Warranties**

MALLORY NOWAK NUTRITION & WELLNESS MAKES NO WARRANTIES REGARDING THE PERFORMANCE OR OPERATION OF THE PROGRAM AND PROGRAM CONTENT. FURTHERMORE, MALLORY NOWAK NUTRITION & WELLNESS MAKES NO WARRANTIES THAT THE PROGRAM, PROGRAM CONTENT, OR ANY OF THEIR FUNCTIONS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY PART OF THE PROGRAM, PROGRAM CONTENT, OR ANY OF THEIR FUNCTIONS, INCLUDING COMMUNITY FORUMS, BULLETIN BOARDS, MEMBERSHIP PAGES OR THE SERVERS THAT MAKE IT AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

MALLORY NOWAK NUTRITION & WELLNESS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ABOUT THE ACCURACY, COMPLETENESS, RELIABILITY, AVAILABILITY, TIMELINESS, SUITABILITY AND APPROPRIATENESS FOR ANY PURPOSE OF THE INFORMATION, PRODUCTS AND SERVICES OFFERED ON OR THROUGH THE PROGRAM AND PROGRAM CONTENT. ALL INFORMATION, PRODUCTS AND SERVICES OFFERED ON OR THROUGH THE PROGRAM AND PROGRAM CONTENT ARE PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, MALLORY NOWAK NUTRITION & WELLNESS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT WITH RESPECT TO ALL INFORMATION, PRODUCTS AND SERVICES OFFERED ON OR THROUGH THE PROGRAM AND PROGRAM CONTENT.

MALLORY NOWAK NUTRITION & WELLNESS FURTHER MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE USE OR THE RESULTS OF THE USE OF THE PROGRAM AND PROGRAM CONTENT.

## **15. Technology Disclaimer**

While we hope the Program and Facebook Group is uninterrupted, Mallory Nowak Nutrition & Wellness cannot guarantee that your access will not be suspended or restricted from time to time, including to allow for software issues or updates. Mallory Nowak Nutrition & Wellness is not liable to you for damages or refunds, or any other recourse, should any of the Program or Program Content become unavailable or access to them becomes slow or incomplete due to any reasons, such as system back-up procedures, internet traffic volume, upgrades, overload of requests to the servers, general network failures or delays, or any other cause which may from time to time make the Program or Facebook Group inaccessible to you.

## **16. Links and References to Third-Party Websites, Services and Products**

The Program and Program Content may provide links and/or references to other websites, services and products maintained by third parties that may take you outside of the Program such as the Fullscript supplement dispensary (collectively, “**Third-Party Sites**”). Mallory Nowak Nutrition & Wellness may receive a commission if you make a purchase from or through a link provided in the Program or Program Content to a



Third-Party Site; however, the Third-Party Sites are not under the control of Mallory Nowak Nutrition & Wellness, and Mallory Nowak Nutrition & Wellness is not responsible or liable for any content on or actions of any Third-Party Sites. The inclusion of any links or references to Third-Party Sites in the Program Content are provided for your convenience only and does not imply Mallory Nowak Nutrition & Wellness' endorsement, sponsorship, or approval of the actions, views, opinions, facts, advice or statements in such Third-Party Sites or of their owners or any association with their operators. Because Mallory Nowak Nutrition & Wellness has no control over the contents or functionality of Third-Party Sites, Mallory Nowak Nutrition & Wellness is not responsible for the actions, views, opinions, facts, advice, or statements of Third-Party Sites, their accuracy or reliability, or for errors or omissions caused by Third-Party Sites or for any loss, damage, or otherwise that may arise from your use of them. It is your responsibility to perform your own due diligence before buying goods or services from any Third-Party Sites and to review the terms and conditions and privacy policies of Third-Party Sites to confirm that you understand and agree with those policies.

## **17. Limitation of Liability and Release of Claims**

YOU AGREE TO ABSOLVE MALLORY NOWAK NUTRITION & WELLNESS AND HER EMPLOYEES, CONTRACTORS, AGENTS, AFFILIATES, SUCCESSORS-IN-INTEREST, TRANSFEREES, CLIENTS AND ASSIGNEES (COLLECTIVELY THE "**RELEASEES**") OF ANY AND ALL LIABILITY OR LOSS THAT YOU OR ANY PERSON OR ENTITY ASSOCIATED WITH YOU MAY SUFFER OR INCUR AS A RESULT OF USE OF THE INFORMATION CONTAINED IN THE PROGRAM AND PROGRAM CONTENT. YOU AGREE THAT THE RELEASEES SHALL NOT BE LIABLE TO YOU FOR ANY TYPE OF DAMAGES, INCLUDING DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EQUITABLE, OR CONSEQUENTIAL LOSS OR DAMAGES FOR USE OF THE PROGRAM AND PROGRAM CONTENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL THE RELEASEES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF, OR THE DELAY OR INABILITY TO USE, THE PROGRAM AND PROGRAM CONTENT, OR THIRD-PARTY MATERIALS, PRODUCTS OR SERVICES MADE AVAILABLE ON OR THROUGH THE PROGRAM AND PROGRAM CONTENT IN ANY WAY, OR WITH THE PERFORMANCE OF THE PROGRAM AND PROGRAM CONTENT, OR WITH THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR OTHERWISE ARISING OUT OF THE USE OF THE PROGRAM AND PROGRAM CONTENT, WHETHER BASED ON CONTRACT, TORT,

NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF MALLORY NOWAK NUTRITION & WELLNESS OR ANY RELEASEES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF MALLORY NOWAK NUTRITION & WELLNESS AND THE RELEASEES IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT THE RELEASEES ARE NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER OR PARTICIPANT OF THE PROGRAM. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE PROGRAM AND PROGRAM CONTENT, OR WITH ANY OF THE TERMS OF USE, OR THE PRIVACY POLICY, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE PROGRAM AND PROGRAM CONTENT.

BY PURCHASING OR USING OR THE PROGRAM AND PROGRAM CONTENT, YOU AGREE TO THIS LIMITATION OF LIABILITY AND RELEASE THE RELEASEES FROM ANY AND ALL CLAIMS.

## **18. Termination**

Mallory Nowak Nutrition & Wellness reserves the right in its sole discretion to refuse or terminate your access to the Program and Program Content, in full or in part, at any time without notice, including but not limited to, any Communications Services, any private forum, e-mail communications, the Facebook Group, Group Coaching Calls, or any other method of communications related to the Program and Program Content. In such case, you will be sent an e-mail to the e-mail address you provided upon purchase of the Program alerting you of this. In the event of cancellation or termination, you are no longer authorized to access the part of the Program or Program Content affected by such cancellation or termination.

***All of the terms of these Terms of Use, including but not limited to, all copyright, trademark, and intellectual property rights, disclaimers, limitations of liability, release of claims, and the Limited Refund Policy will still apply now and in the future, even after termination by you or Mallory Nowak Nutrition & Wellness.***

## **19. Governing Law and Dispute Resolution**

These Terms of Use shall be governed by and construed in accordance with the laws of the State of California regardless of the conflict of laws principles.

It is hoped that you will have no dispute with Mallory Nowak Nutrition & Wellness. However, should a dispute arise between you and Mallory Nowak Nutrition & Wellness, we would like to be able to work it out amicably through e-mail correspondence. Therefore, it is requested that you contact Mallory Nowak Nutrition & Wellness via e-mail in attempt to resolve any dispute prior to seeking legal action and include your reasons for dissatisfaction.

However, should we be unable to resolve any potential dispute within a reasonable time, you agree now that the only method of legal dispute resolution that will be used is binding arbitration before a single arbitrator, selected jointly, in accordance with the American Arbitration Association Rules. You understand and agree now that the only remedy that can be awarded to you through arbitration is full refund of your payment made to purchase the Program as of the date of such dispute. No other actions or financial awards of consequential damages, or any other type of damages, may be granted to you. We both agree now that the decision of the arbitrator is final and binding, and may be entered as a judgment into any court having the appropriate jurisdiction.

You also agree that should arbitration take place, it will be held in Sacramento County in the State of California, and the prevailing party shall be entitled to all reasonable attorneys' fees and all costs necessary to enforce the decision of the arbitrator.

By purchasing the Program, you are agreeing to a modification of the statute of limitations such that any arbitration must be begun within one (1) year of the date of your e-mail to Mallory Nowak Nutrition & Wellness referenced above or you waive the right to seek dispute resolution by arbitration or to take any other legal action related to the Program or these Terms of Use.

## **20. Users Outside United States**

Mallory Nowak Nutrition & Wellness controls and operates the Program from offices in the United States. Mallory Nowak Nutrition & Wellness does not represent that the materials in the Program are appropriate or available for use in other locations. People who choose to access the Program from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

## **21. Severability**

You expressly agree that the terms of these Terms of Use are intended to be as broad and inclusive as permitted by the law of the State of California, and that if any portion of these Terms of Use is held invalid, void or unenforceable for any reason, then that portion shall be deemed severed from these Terms of Use and it shall not affect the validity or enforceability of the remainder of the Terms of Use, which shall be given full legal force and effect.

## **22. Changes to Terms of Use**

Mallory Nowak Nutrition & Wellness may change, modify or update these Terms of Use at any time. Any access or use of the Program or Program Content by you after Mallory Nowak Nutrition & Wellness publicly posts or distributes such changes shall constitute consent of such modifications.

## **Contact, Questions and Email Support:**

All questions, concerns or inquiries related to The Type 2 Transformation Program should be posted in the Type 2 Transformation Facebook Group, where you can expect a response from Mallory Nowak Nutrition & Wellness within one business day.

Billing and membership status inquiries can be emailed to [support@mallorynowak.com](mailto:support@mallorynowak.com), where you can expect a response within 2 business days. *Due to the nature of this being a group program, Mallory Nowak Nutrition & Wellness is unable to provide 1:1 support via email at this time.*

For a custom supplement protocol, you can email [supplements@mallorynowak.com](mailto:supplements@mallorynowak.com).

## **Hours of Operation:**

Hours of operation are subject to change. Business may be closed for major holidays or otherwise at Mallory Nowak Nutrition & Wellness' discretion. Normal business hours are as follows:

- ***Monday through Friday: 9am-5pm PDT***
- ***Saturday & Sunday: Closed***

**By signing below, you acknowledge and agree to the Terms of Use for The Type 2 Transformation Program.**

**Name (Print):**

**Signature:**

**Date:**