



Terms and Conditions of Use

Please read and understand the following Terms and Conditions of Use before continuing on our Services.

You agree to follow these Terms and Conditions of Use when you use this website or buy products from Nurture Wellness LLC. If you don't agree with them, you should not use this website.

Nurture Wellness LLC has the right to change these Terms and Conditions of Use at any time. You may keep using this website if you agree to the changes, so please check this page often.

On the Nurture Wellness LLC's (The Company) website, we may call you Professional-Customer, Health-Care Practitioner, Practitioner-Customer, Authorized-Reseller, Reseller, Practitioner or Customer. We use these terms for everyone who has a Nurture Wellness account. These Terms and Conditions of Use apply to you.

Terms of Sale

By purchasing any of the Company's nutritional supplement products, kits and other plans, you agree to the following terms:

- The Company reserves the right to change the prices of its products at any time without prior notice.
- The Company will ship its nutritional supplement products and kits using standard shipping methods.
- If you receive a damaged The Company product after shipping, please report it promptly to the Customer Service Department at hello@nurture-wellness.com.
- If there is a discrepancy between the quantity or items ordered and the quantity or items received, please notify The Company within seven business days of receiving the shipment.
- If you place an order online and subsequently refuse to accept delivery of the order due to Professional-Customer error, you may be assessed a restocking fee and shipping charges.
- Product returns must be pre-approved by The Company and received within 14 business days of authorization of the return. Please contact The Company's Customer Service Department for information about returning the product.
- A Return Authorization form must be visible on the outside of the shipping box or on the mailing label. The Company can refuse to accept a returned product if the Return Authorization form is not visible.
- On returns, The Company must receive the returned product before issuing a credit for the returned product.
- There is a processing fee on returned products. The Professional-Customer is responsible for shipping costs on returned products unless shipping costs are waived when the Return Authorization is approved.
- The Company reserves the right to revise these Terms of Sale at any time if it is in the best interests of The Company to do so.



Publicly Advertised Internet Sales

The Company recognizes the benefits of online commerce for our health-care practitioner-customers and their patients. To protect our brand, reputation, and image, we have established a Minimum Advertised Price (MAP) policy. We also strive to ensure appropriate communication, medical education, and patient care standards for online resellers.

The Company believes that this Internet sales policy:

- Ensures that patient inquiries are addressed promptly and accurately.
- Ensures accurate product tracking in the event of a product recall.
- Ensures proper tracking and resolution of adverse events.
- Improves patient communications and care.

Affiliate Marketing Programs

The Company offers some of its products as part of an **Affiliate Marketing Program**. The Company defines an Internet-based **Affiliate Marketing Program** as described on http://en.wikipedia.org/wiki/Affiliate_Program. The Company will identify which customers qualify as affiliates for this purpose.

Use of Nurture Wellness LLC Trademarks Online

Professional-Customers who have opened a Nurture Wellness account can download images and likenesses of The Company's trademarks and trade dress (including pictures of bottles bearing Nurture Wellness labeling) and copyrighted product descriptions from the Nurture Wellness websites.

A Professional-Customer does not have the right to affix any Nurture Wellness trademark to any product or other material that is not a Nurture Wellness nutritional supplement product.

When displaying trademarked names or products of Nurture Wellness, a Professional-Customer agrees to use the trademark symbols "TM" or "®" as appropriate, as an attribution of Nurture Wellness ownership of its trademarks. The use of a Nurture Wellness trademark does not give a Professional-Customer any ownership right, title, or interest, express or implied, in the trademark.

A Professional-Customer's use of Nurture Wellness trademarks should be accompanied by a statement that substantially states the following: "Nurture Wellness trademarks are used with permission."

Nurture Wellness reserves the right to periodically review Professional-Customer websites and demand that a Professional-Customer make changes to its website regarding the use of intellectual property owned or controlled by The Company, even if The Company has previously approved or accepted the Professional-Customer's website or the material displayed thereon.

A Professional-Customer must not use any The Company product name or trademark as part of a URL (Universal Resource Locator), secondary level domain name, subdirectory name, keyword or file name.



Disease Claims

Nurture Wellness products are dietary supplements that fall under the regulation of the U.S. Food and Drug Administration and the U.S. Federal Trade Commission. These agencies have rules about what kind of claims can be made about products that affect health and wellness. To avoid legal problems for Nurture Wellness and Professional-Customers, The Company products cannot be shown or mentioned near any claim that they can prevent, treat, or cure any disease.

The Company will check a Professional-Customer's website from time to time and may ask a Professional-Customer to change their website if they see any claim that a Nurture Wellness product can help with a disease, even if The Company has approved or accepted the website or its content before.

The Company may also ask a Professional-Customer to change their website if they see any statements about Nurture Wellness products that break the rules of the U.S. Food and Drug Administration, the U.S. Federal Trade Commission, or any other federal or state agency that regulates health products.

Nurture Wellness Logo

The Nurture Wellness logo can only be used online in the way that The Company provides it. The file name and the image name cannot be changed or modified from the original version that The Company gives. The Company logo can be used with a sentence that says "I (We) proudly offer [insert Nurture Wellness logo] products." No other sentences can be used with the Nurture Wellness logo.

Violations of Policy

If a Professional-Customer breaks The Company's Internet policy, The Company will send them a written notice that they are breaking the policy. If the Professional-Customer does not fix their website to follow the policy, then they will not be able to buy Nurture Wellness products anymore.

If a Professional-Customer fixes their website to follow the policy, they should promptly notify Nurture Wellness at hello@nurture-wellness.com. If The Company determines that the website follows the policy, then the Professional-Customer's account will be activated, again.

The Company is very strict about this policy. Professional-Customers agree that if they break any part of this policy again, The Company may close their account without warning.

Miscellaneous

The Company may, at its sole discretion, change its Internet policy at any time.

If The Company does not enforce any provision of its Internet policy, it does not mean that The Company gives up its right to enforce the provision later.



Copyright / Trademarks

Unless otherwise stated, all materials on The Company’s website are the copyrighted property of Nurture Wellness LLC.

The Nurture Wellness logo and the names of various products offered by The Company are trademarks of Nurture Wellness.

You are allowed to use, copy, and distribute the materials on this website without changing them for non-commercial purposes only; provided, however, that all copyright, trademark, or any other proprietary notice appear in all copies in the same way as the original. All other uses are not allowed.

Unless otherwise stated, you must not use any part of this website, or any other intellectual property of The Company, on any other website, in the source code of any other website, or in any other printed or electronic materials.

Unless otherwise stated, you must not change, publish, reproduce, republish, create derivative works, copy, upload, post, transmit, distribute, or otherwise use any of this website’s content, or frame this website within any other website, without the prior written permission from The Company.

You are not allowed to retrieve data or other content from this website to create or compile, directly or indirectly, a collection, compilation, database, or directory, without prior written permission from The Company. Linking from another website to any page in this website is not allowed without the prior permission from The Company.

Products

The information and descriptions on Nurture Wellness websites are for general information only, and are not complete descriptions of every product, indication for use, or contraindication for use.

Third-Party and Third-Party Websites

The third-party services procured from Nurture Wellness encompass the provision of dietetic consultation and/or personal training services. The Company does not extend any warranties or representations pertaining to the content of any products or ancillary services offered by any third-party.

This website may have links to other websites (“third-party websites”) that are not maintained by The Company. These links are only for your convenience. The Company does not make any warranties or representations about the content of any products or services offered by, or the intellectual property compliance of, any third-party website. The Company recommends you read the privacy policy and the terms and conditions of use of any third-party website.

Privacy Policy

Please read our Privacy Policy, which also applies to your visit to The Company’s websites.



Personal Security Code Registrations

Some parts of some The Company's websites are restricted and require a user identification code ("User ID") and a personal security code ("Password") for access. You are not allowed to use or access these restricted parts of our websites without permission.

When you access parts of The Company's websites that require a User ID and Password, you agree that The Company can act on instructions received under your User ID and Password and that The Company is not responsible for any unauthorized access to your personal information that is not caused by gross negligence or intentional misconduct by The Company.

You must keep your User ID and Password secret and you should tell The Company as soon as possible if you think someone else has your User ID and Password or if any unauthorized access to the restricted parts of The Company's websites has happened or may happen. The Company may block access to the restricted parts of its websites without telling you before if we think your Password is being used by someone else or if any unauthorized access to your personal information has happened or may happen.

Disclaimer Of Warranties

The content and materials on The Company websites are provided "as they are" and without any kind of representations or warranties, either stated or implied. The Company clearly rejects all warranties, stated or implied, related to its websites including, but not limited to, implied warranties of merchantability, fitness for a specific purpose, and non-infringement. The Company does not guarantee or state that the functions or operation of its websites will be continuous or free of errors, that faults will be fixed, or that The Company's websites, its servers, or any e-mail sent from The Company are free of viruses or other harmful components. Because some States do not allow a rejection of warranties, the previous rejection may not apply to you.

Limitation of Liability

The Company is not responsible for any injury, loss, claim, or damage, nor any indirect, special, incidental, or consequential damages of any kind, whether based in contract, tort, strict liability or otherwise, which comes from the use of, or inability to use, its websites or the content found on its websites, or, unless resulting from the gross negligence or intentional actions of The Company, the unauthorized access to or change of your transmissions or data, even if The Company has been advised of the possibility of such damages. Because some States do not allow a limitation of liability for certain damages, the previous limitations may not apply to you.

Jurisdiction / Enforceability

Use of The Company's websites is governed by and interpreted in accordance with the laws of the State of Illinois without giving effect to any principles of conflicts of laws. Any dispute about a The Company website is subject to the venue of a court of competent jurisdiction in Chicago, Illinois.

If any provision of these Terms and Conditions of Use is held invalid, unlawful, or unenforceable, then the invalid, unlawful, or unenforceable provision will be separated from the remaining provisions, and such invalid, unlawful, or unenforceable provision will not affect the validity or enforceability of the remaining provisions.

