

# TERMS AND CONDITIONS

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE. All users of this site agree that access to and use of this site is subject to the following terms and conditions and other applicable law. If you do not agree to these terms and conditions, please do not use this site.

## TERMS AND CONDITIONS

The Website Standard Terms And Conditions contained herein on this webpage, shall govern your use of this Website, including all pages within this Website (collectively referred to herein below as this “Website”). These Terms apply in full force and effect to your use of this Website and by using this Website, you expressly accept all terms and conditions contained herein in full. You must not use this Website, if you have any objection to any of these Website Standard Terms And Conditions.

## COPYRIGHT

The entire content included in this Website including but not limited to text, graphics or code is copyrighted as a collective work under the United Kingdom and other copyright laws, and is the property of Nutrition in Mind. The collective work includes works that are licensed to Nutrition in Mind, ALL RIGHTS RESERVED. Permission is granted to electronically copy and print hard copy portions of this Website for the sole purpose of placing an order with Nutrition in Mind, or purchasing products from Nutrition in Mind. You may display and, subject to any expressly stated restrictions or limitations relating to specific material, download or print portions of the material from the different areas of the Website solely for your own non-commercial use, or to place an order with Nutrition in Mind or to purchase Nutrition in Mind products. Any other use, including but not limited to the reproduction, distribution, display or transmission of the content of this Website is strictly prohibited, unless authorized by Nutrition in Mind. You further agree not to change or delete any proprietary notices from materials downloaded from the Website.

## TRADEMARKS

All trademarks, service marks and trade names of Nutrition in Mind used on the Website are trademarks or registered trademarks of Nutrition in Mind.

## WARRANTY DISCLAIMER

This Website and the materials and products on this Website are provided “as is” and without warranties of any kind, whether express or implied. To

the fullest extent permissible pursuant to applicable law, Nutrition in Mind disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement. Nutrition in Mind does not represent or warrant that the functions contained in the Website will be uninterrupted or error-free, that the defects will be corrected, or that this Website or the server that makes the Website available are free of viruses or other harmful components. Nutrition in Mind does not make any warranties or representations regarding the use of the materials in this Website in terms of their correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise. Some states do not permit limitations or exclusions on warranties, so the above limitations may not apply to you.

## LIMITATION OF LIABILITY

Nutrition in Mind shall not be liable for any special or consequential damages that result from the use of, or the inability to use, the materials on this Website or the performance of the products, even if Nutrition in Mind has been advised of the possibility of such damages. Applicable law may not allow the limitation of exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you.

## FOR EDUCATIONAL AND INFORMATIONAL PURPOSES ONLY

The information provided in or through this Website is for educational and informational purposes only and solely as a self-help tool for your own use.

## PERSONAL RESPONSIBILITY

You aim to accurately represent the information provided to us on or through our Website. You acknowledge that you are participating voluntarily in using our Website and that you are solely and personally responsible for your choices, actions and results, now and in the future. You accept full responsibility for the consequences of your use, or non-use, of any information provided on or through this Website, and you agree to use your own judgment and due diligence before implementing any idea, suggestion or recommendation from our Website to your life, family or business.

## NO SUBSTITUTE FOR PROFESSIONAL ADVICE

The Website(s) and Website Materials are not a substitute for direct, personal, professional medical care and diagnosis. If you are pregnant or breastfeeding, you should consult your doctor before starting any diet or exercise programs. None of the diet plans or exercises (including products and services) mentioned on any of the Websites should be performed or otherwise used without clearance from your physician or health care

provider. The information contained on the Website(s) is not intended to provide specific physical or mental health advice, or any other advice whatsoever, for any individual or company and should not be relied upon in that regard. We are not medical professionals and nothing on the Website(s) should be misconstrued to mean otherwise.

## POOR HEALTH AND PRE-EXISTING CONDITIONS

There may be risks associated with participating in activities mentioned on the Website(s) for people in poor health or with pre-existing physical or mental health conditions. Because these risks exist, you will not participate in such diet or exercise plans if you are in poor health or have a pre-existing mental or physical condition. If you choose to participate in these risks, you do so of your own free will and accord, knowingly and voluntarily assuming all risks associated with such dietary activities.

## INFORMATIONAL USE ONLY

Facts and information are believed to be accurate at the time they were placed on the Website(s) . All data provided on the Website(s) is to be used for information purposes only. Products and services described are only offered in jurisdictions where they may be legally offered. Information provided is not all-inclusive, and is limited to information that is made available as of the time of publishing on the Website(s). All Website Materials and information should not be relied upon as all-inclusive or accurate.

## NOT LEGAL OR FINANCIAL ADVICE

Nutrition in Mind, and it's associates, employees and consultants are not attorneys, accountants or financial advisors, nor are we holding ourselves out to be. The information contained in this Website is not intended to be a substitute for legal or financial advice that can be provided by your own attorney, accountant, and/or financial advisor. Although care has been taken in preparing the information provided to you, we cannot be held responsible for any errors or omissions, and I accept no liability whatsoever for any loss or damage you may incur. Always seek financial and/or legal counsel relating to your specific circumstances as needed for any and all questions and concerns you now have, or may have in the future. You agree that the information on our Website is not legal or financial advice.

## CODE OF CONDUCT

You may not use Nutrition in Mind for any illegal or unauthorised purpose. In addition to the laws of the United Kingdom, you also agree to comply with all local laws that apply to your use of the Website. You may not use the Website in any manner which could disable, overburden, damage, or impair the Website, or interfere with any other party's use and enjoyment of the Website. You agree that you are responsible for your own conduct and communications while using the Website and for any consequences of that use. You agree that when using the Website, you will not post or upload any inappropriate, promotional, defamatory, destructive, obscene, or unlawful content; defame, abuse, harass, or otherwise violate the legal rights (such as rights of privacy and publicity) of others or upload dangerous or harmful files. Nutrition in Mind reserves the right to remove individuals from our community in instances of misconduct.

## NO GUARANTEES

Nutrition in Mind is to support and assist you in reaching your own goals, but your success depends primarily on your own effort, motivation, commitment and follow-through. Nutrition in Mind cannot predict and does not guarantee that you will attain a particular result, and you accept and understand that results differ for each individual. Each individual's results depend on his or her unique background, dedication, desire, motivation, actions, and numerous other factors. You fully agree that there are no guarantees as to the specific outcome or results you can expect from using the information you receive on or through this Website.

## PURCHASES AND SUBSCRIPTIONS

If you wish to purchase any product or service made available through the Website ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your name, phone number, email address, physical address, credit card information and geographic location. Please view our Privacy Policy for more information on how we use your personal information. Some parts of the Service are billed on a subscription basis as outlined on the sales and check out pages of the product. You will be billed in advance on a recurring basis as per the subscription agreement.

## INDEMNIFICATION AND RELEASE OF CLAIMS

You hereby fully and completely hold harmless, indemnify and release Nutrition in Mind and any of its agents, consultants, affiliates, team members, joint venture partners, employees, shareholders, directors, staff,

team members, or anyone otherwise affiliated with the business from any and all causes of action, allegations, suits, claims, damages, or demands whatsoever, in law or equity, that may arise in the past, present or future that is in any way related to our Website.

## ERRORS AND OMISSIONS

Although every effort is made to ensure the accuracy of information shared on or through this Website, the information may inadvertently contain inaccuracies or typographical errors. You agree that Nutrition in Mind is not responsible for the views, opinions, or accuracy of facts referenced on or through the Website, or of those of any other individual or company affiliated with our business or Angelika Cutuk-Short in any way. Because scientific, technology and business practices are constantly evolving, you agree that Nutrition in Mind is not responsible for the accuracy of our Website, or for any errors or omissions that may occur.

## COMPLAINTS

Nutrition in Mind offers support to our clients and a complaints handling procedure which we will use to try to resolve disputes when they first arise, with a solution that is mutually agreeable to both the client and Nutrition in Mind. Please let us know if you have any complaints or comments at [support@nutritioninmind.uk](mailto:support@nutritioninmind.uk)

## SEVERABILITY

If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

## ENTIRE AGREEMENT

These Terms, including any legal notices and disclaimers contained on this Website, constitute the entire agreement between Nutrition in Mind and you in relation to your use of this Website, and supersede all prior agreements and understandings with respect to the same.

By using our Website you are agreeing to all parts of the above Disclaimer. If you have any questions about this Disclaimer, please contact [support@nutritioninmind.uk](mailto:support@nutritioninmind.uk)