

## NUTRIWELLBEING TERMS AND CONDITIONS POLICY

effective as of 28 August 2023.

*This website is owned and operated by **NutriWellbeing**. This document sets forth the terms and conditions under which you may use our website and services as offered by us. This website offers visitors the possibility to book nutrition consulting services as well as buy pre-made or tailored meal plans. By accessing or using the website of our service, you approve that you have read, understood, and agree to be bound by these Terms.*

*In order to use our website and/or receive our services, you must be at least 18 years of age, or of the legal age of majority in your jurisdiction, and possess the legal authority, right and freedom to enter into these Terms as a binding agreement. You are not allowed to use this website and/or receive services if doing so is prohibited in your country or under any law or regulation applicable to you.*

*When buying an item, you agree that: (i) you are responsible for reading the full item listing before making a commitment to buy it: (ii) you enter into a legally binding contract to purchase an item when you commit to buy an item and you complete the check-out payment process.*

*The prices we charge for using our services and for our products are listed on the website. We reserve the right to change our prices for products displayed at any time, and to correct pricing errors that may inadvertently occur. Additional information about pricing and sales tax is available on the payments page.*

*The fee for the services and any other charges you may incur in connection with your use of the service, such as taxes and possible transaction fees, will be charged at the time of final payment of our services.*

*There are two types of products on this website; (a) digital and (b) nutrition services.*

- a) Digital products will be made available for download immediately upon completion of payment. The link to download this product is valid for 30 days. **NutriWellbeing** is not responsible for any technical issues or interruptions that may prevent access to the product. Once purchased, digital products are not refundable. Customer support in the event of any issues pertaining to downloading of our digital products is available at : [deborah@nutriwellbeing.ch](mailto:deborah@nutriwellbeing.ch) or at **+41 78 245 74 18**.*
- b) Nutrition services are for three types of programs: General Program, Standard Program and Master Program each consisting of two (2), four (4) or six (6) sessions respectively. All sessions must be taken within one (1) year (i.e. 365 days) from the date of payment. Once a program is fully paid you can cancel future sessions as long as this is done within **48 hours** of your next session. Cancellation must be made either through email [deborah@nutriwellbeing.ch](mailto:deborah@nutriwellbeing.ch) or at **+41 78 245 74 18**.*

Following cancellation **NutriWellbeing** will refund remaining sessions of the program less any bank charges.

We may, without prior notice, change the services; stop providing the services or any features of the services we offer; or create limits for the services. We may permanently or temporarily terminate or suspend access to the services without notice and liability for any reason, or for no reason.

The Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and all Intellectual Property Rights related thereto, are the exclusive property of **NutriWellbeing**.

Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works thereof.

You agree to indemnify and hold Deborah Randolph Talon, owner of **NutriWellbeing**, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against them by any third party due to, or arising out of, or in connection with your use of the website or any of the services offered on the website.

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To the maximum extent permitted by applicable law, Deborah Randolph Talon, owner of **NutriWellbeing**, assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our service; and (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein.

We reserve the right to modify these terms from time to time at our sole discretion. Therefore, you should review these page periodically. When we change the Terms in a material manner, we will notify you that material changes have been made to the Terms. Your continued use of the Website or our service after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not use or access (or continue to access) the website or the service.

These Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the services, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the

*internal substantive laws of Switzerland/Vaud, without respect to its conflict of laws principles. Any and all such claims and disputes shall be brought in, and you hereby consent to them being decided exclusively by a court of competent jurisdiction located in the Canton de Vaud. The application of the United Nations Convention of Contracts for the International Sale of Goods is hereby expressly excluded.*

*For all questions related to customer support please contact us at:  
[deborah@nutriwellbeing.ch](mailto:deborah@nutriwellbeing.ch) or at +41 78 245 74 18.*

**Disclaimer of liability:** *The information provided on this website as well as services offered is intended for your general knowledge only and is not a substitute for medical advice or treatment for specific medical conditions. None of NutriWellbeing services shall be used to diagnose or treat any health problem or disease. NutriWellbeing cannot and does not provide medical advice. You should seek prompt medical care for any specific health issues and consult your physician before altering your diet. You should never disregard medical advice or delay in seeking it because of the information provided on this website.*