



Terms and Conditions of Service

Please read the terms and conditions of service so that you understand them.

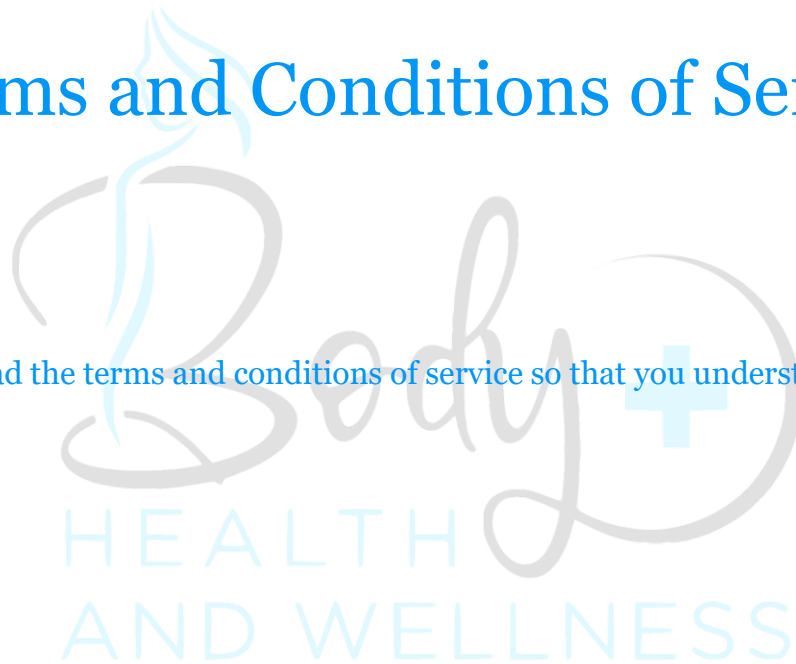


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Terms of Service Agreement

This Terms of Service Agreement ("Agreement") is a legal agreement between you ("User" or "you") and Body Positive Health and Wellness ("Company," "we," or "us") governing your use of the Body Positive Health and Wellness website ("Website"). By accessing or using the Website, you agree to be bound by the terms and conditions of this Agreement.

1. Introduction

1.1 Website Purpose: The Website provides information and resources related to weight loss, health, and wellness. The content provided on the Website is for general informational purposes only and is not intended to replace professional medical advice.

1.2 Age Requirement: By using the Website, you represent and warrant that you are at least 18 years of age or have the legal capacity to enter into this Agreement.

2. Healthcare Services Disclaimer

2.1 Non-Medical Advice: Body Positive Health and Wellness does not practice medicine. We provide educational and informational content on weight loss and wellness topics. The information provided on the Website is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of a qualified healthcare professional regarding any medical condition or treatment options.

2.2 Physician Independence: The decisions made by the physicians or healthcare professionals affiliated with Body Positive Health and Wellness regarding patient care and treatment are independent and based on their professional judgment. Body Positive Health and Wellness does not influence or interfere with the physician's or healthcare professional's medical decisions.

2.3 Professional Licensure: The healthcare services provided by the physicians or healthcare professionals affiliated with Body Positive Health and Wellness are in accordance with their professional licensure, ethical obligations, and applicable laws and regulations.

2.4 Consultation with Healthcare Professionals: It is essential to consult with a qualified healthcare professional before starting any weight loss program, making dietary changes, or engaging in any physical activities. The information provided on the Website should not be considered a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of a physician or other qualified healthcare professional regarding any medical condition or treatment options.

3. Informed Consent

3.1 Informed Consent: By using the services provided by Body Positive Health and Wellness, you acknowledge that you have been informed and understand the nature of the weight loss programs, treatments, or services offered. You have been provided with relevant information regarding the potential risks, benefits, alternatives, limitations, and expected outcomes associated with these programs, treatments, or services.

3.2 Voluntary Participation: Your participation in any weight loss program, treatment, or service offered by Body Positive Health and Wellness is voluntary. You have the right to ask questions, seek additional information, and have those questions answered to your satisfaction before making any decisions regarding your participation.

3.3 Responsibility for Decision-Making: You understand and acknowledge that the ultimate responsibility for decision-making regarding your healthcare rests solely with you. Body Positive Health and Wellness does not make decisions on your behalf and does not have the authority to make decisions that impact your healthcare without your explicit consent.

3.4 Assumption of Risk: You understand that any weight loss program, treatment, or service may carry certain inherent risks. You voluntarily assume these risks and agree that Body Positive Health and Wellness, its physicians, healthcare professionals, employees, agents, and affiliates shall not be held liable for any adverse effects, complications, or outcomes resulting from your participation in any weight loss program, treatment, or service.

3.5 Revocation of Consent: You have the right to revoke your consent to participate in any weight loss program, treatment, or service at any time. Revocation of consent may impact the ability to continue with certain aspects of the program or treatment. It is important to discuss any concerns or decisions to revoke consent with your healthcare provider.

3.6 Continuing Communication: By providing your informed consent, you authorize Body Positive Health and Wellness to communicate with you regarding your weight loss program, treatment, or

service through various means, including but not limited to, email, telephone, text messages, and other electronic communication methods.

3.7 Documentation of Informed Consent: Body Positive Health and Wellness will maintain a record of your informed consent, documenting the information provided to you, your understanding of the risks and benefits, and your agreement to participate voluntarily. This documentation will be kept in accordance with applicable laws and regulations.

4. HIPAA Privacy Disclaimer

4.1 Confidentiality: We are committed to protecting the privacy and confidentiality of your personal health information as required by the Health Insurance Portability and Accountability Act (HIPAA). We will only use and disclose your personal health information as permitted by HIPAA and our Privacy Policy.

4.2 Limited Exceptions: While we take reasonable measures to protect the privacy and confidentiality of your personal health information, you acknowledge and understand that there may be limited exceptions where we may be required or permitted by law to disclose your information without your consent, such as in cases of public health emergencies or as required by a court order.

5. User Account Agreement

5.1 Account Usage: By creating a user account on the Website, you agree to the following:

- a) You will use your user account only for lawful purposes and in compliance with this Agreement and all applicable laws and regulations.
- b) You will provide accurate, current, and complete information during the account creation process and update such information promptly to keep it accurate, current, and complete.
- c) You are solely responsible for maintaining the confidentiality of your account login credentials and for all activities that occur under your account.
- d) You will not share your account login credentials with any third party or allow any unauthorized access to your account.

- e) You will not engage in any activities that may disrupt or interfere with the proper functioning of the Website or that may violate any laws or regulations.
- f) You will not use your user account for any unauthorized commercial purposes or to engage in any illegal or prohibited activities.
- g) You will not upload, post, transmit, or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libelous, invasive of another's privacy, or otherwise objectionable.
- h) You will not impersonate any person or entity or falsely state or misrepresent your affiliation with a person or entity.
- i) You will not attempt to gain unauthorized access to any portion or feature of the Website, or any other systems or networks connected to the Website.
- j) You will not engage in any form of "scraping," "data mining," or other unauthorized data collection or extraction methods.

5.2 Termination: Body Positive Health and Wellness reserves the right to suspend or terminate your user account, in whole or in part, at any time and for any reason without prior notice or liability. Upon termination, your access to the user account and any associated services will be terminated, and any data or information associated with your account may be permanently deleted unless otherwise required by law or for legitimate business purposes.

5.3 Modifications: Body Positive Health and Wellness reserves the right to modify, update, or change the terms of this User Account Agreement at any time. Such modifications will be effective immediately upon posting on the Website. It is your responsibility to review this Agreement periodically for any updates or changes. Your continued use of your user account after any modifications to this Agreement constitutes your acceptance of such changes.

6. Access Rights, Fees, and Purchase Terms

6.1 Account Access: To access certain features or services on the Website, you may be required to create an account. You are responsible for maintaining the confidentiality of your account information and password and for all activities that occur under your account.

6.2 Access to Medical Information: As part of our services, you may have access to certain medical information, including your personal health records, test results, and treatment plans. You understand and agree that access to this medical information is provided solely for informational purposes and is not intended to replace professional medical advice. You should always consult with a qualified healthcare professional for any medical concerns or questions.

6.3 Security and Privacy: We take reasonable measures to ensure the security and privacy of your personal health information in accordance with applicable laws and regulations. However, you acknowledge and understand that no data transmission over the internet or electronic storage system can be guaranteed to be completely secure. You agree that your use of the Website and our services is at your own risk, and Body Positive Health and Wellness shall not be liable for any unauthorized access, use, or disclosure of your personal health information.

6.4 Fees and Payment: Certain services or products offered on the Website may require payment. You agree to pay all fees and charges associated with your use of such services or products. All payments shall be made in accordance with the payment terms specified on the Website.

6.5 Purchase Terms: If you purchase any products or services from the Website, additional terms and conditions may apply. Please review the applicable terms and conditions before making a purchase.

6.6 Termination of Account: You may terminate your account by notifying us in writing. Upon termination, your access to the Website and any associated services will cease.

7. Website Links Disclaimer

7.1 Use of Third-Party Links: The Website may contain links to third-party websites or resources that are not owned or controlled by Body Positive Health and Wellness. We are not responsible for the content, accuracy, or availability of these external sites or resources. The inclusion of any links does not imply endorsement or affiliation. You acknowledge and agree that Body Positive Health and Wellness shall not be responsible or liable, directly, or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, products, or services available on or through any third-party websites or resources.

8. Ownership of Content and Trademarks

8.1 Content Ownership: All content, materials, information, graphics, logos, images, audio clips, videos, software, and other intellectual property displayed or made available on the Website ("Content") are the property of Body Positive Health and Wellness, its licensors, or other third parties. The Content is protected by copyright, trademark, and other intellectual property laws.

8.2 Use of Content: You may access and view the Content on the Website for personal and noncommercial use only. You are not granted any rights or licenses to use the Content for any other purpose without the prior written consent of Body Positive Health and Wellness or the respective owners of the Content.

8.3 Trademarks: The trademarks, service marks, logos, and trade names displayed on the Website ("Trademarks") are the registered and unregistered trademarks of Body Positive Health and Wellness, its affiliates, or other third parties. You are prohibited from using any Trademarks without the prior written consent of Body Positive Health and Wellness or the respective owners of the Trademarks.

8.4 Restrictions: You are strictly prohibited from copying, modifying, reproducing, distributing, displaying, performing, transmitting, selling, or creating derivative works of any Content or Trademarks, in whole or in part, without the prior written consent of Body Positive Health and Wellness or the respective owners of the Content or Trademarks.

8.5 Enforcement: Body Positive Health and Wellness reserves the right to enforce its intellectual property rights to the fullest extent permitted by law. Any unauthorized use of the Content or Trademarks may result in civil and criminal penalties.

9. Termination of account and Healthcare services

9.1 Third party resources: The Website may contain links to third-party websites or resources that are not owned or controlled by Body Positive Health and Wellness. We are not responsible for the content, accuracy, or availability of these external sites or resources. The inclusion of any links does not imply endorsement or affiliation. You acknowledge and agree that Body Positive Health and Wellness shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, products, or services available on or through any third-party websites or resources.

9.2 Termination by User: You may terminate your user account at any time by following the account termination process available on the Website. Upon termination, your access to the user account and

any associated services will be terminated, and any data or information associated with your account may be permanently deleted unless otherwise required by law or for legitimate business purposes.

9.3 Termination by Body Positive Health and Wellness: Body Positive Health and Wellness reserves the right to suspend or terminate your user account, in whole or in part, at any time and for any reason without prior notice or liability. Upon termination, your access to the user account and any associated services will be terminated, and any data or information associated with your account may be permanently deleted unless otherwise required by law or for legitimate business purposes.

9.4 Healthcare Services Disclaimer: You understand and acknowledge that Body Positive Health and Wellness is not a medical provider. Body Positive Health and Wellness does not provide medical services or practice medicine. The information provided on the Website is for general informational purposes only and should not be considered as medical advice or a substitute for professional medical care. Any healthcare services you receive are provided by qualified healthcare professionals who are independent of Body Positive Health and Wellness. You are solely responsible for evaluating the qualifications, credentials, and suitability of any healthcare provider with whom you choose to engage.

9.5 Independent Decision-Making: You acknowledge and understand that any decisions regarding your healthcare and treatment are made solely by the healthcare provider with whom you engage. Body Positive Health and Wellness does not interfere with the healthcare provider's professional judgment or decision-making process. You are responsible for understanding and consenting to any recommended treatments, procedures, or therapies.

9.6 Professional Licensure: The healthcare providers engaged through the Website operate in accordance with their professional licensure and are solely responsible for their professional conduct and compliance with applicable laws, regulations, and standards of practice. Body Positive Health and Wellness assumes no responsibility or liability for the actions or omissions of the healthcare providers engaged through the Website.

10. Modifications to the Terms of Service

10.1 We reserve the right to modify, update, or change this Agreement at any time. Such modifications will be effective immediately upon posting on the Website. It is your responsibility to review this Agreement periodically for any updates or changes. Your continued use of the Website after any modifications to this Agreement constitutes your acceptance of such changes.

10.2 Disclaimer of Warranties No Medical Advice: The information provided on the Website is for general informational purposes only and should not be considered medical advice. We do not provide medical, nutritional, or fitness advice. Always consult with a qualified healthcare professional before starting any weight loss program or making any changes to your diet or exercise routine.

10.3 No Guarantees: We do not guarantee the effectiveness of any weight loss programs, products, or services mentioned or advertised on the Website. Results may vary and are dependent on various factors, including individual commitment and adherence to the program.

10.4 No Endorsement: Any testimonials or endorsements displayed on the Website are individual experiences and may not represent typical results. We do not endorse or guarantee the accuracy, reliability, or completeness of any user-generated content or third-party content displayed on the Website.

11. Limitation of Liability

11.1 Disclaimer of Warranties: The information, content, and services provided on the Website are provided "as is" and without warranties of any kind, either express or implied. Body Positive Health and Wellness disclaims all warranties, express or implied, including but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Body Positive Health and Wellness does not warrant that the Website will be uninterrupted, error-free, or free of viruses or other harmful components.

11.2 Assumption of Risk: By using the Website, you expressly acknowledge and agree that you assume all risks associated with the use of the Website and any reliance on the information, content, or services provided therein. Body Positive Health and Wellness shall not be liable for any damages or harm arising from your use of the Website, including but not limited to direct, indirect, incidental, consequential, special, or exemplary damages, even if Body Positive Health and Wellness has been advised of the possibility of such damages.

11.3 Limitation of Liability: In no event shall Body Positive Health and Wellness be liable to you for any claims, liabilities, losses, costs, or damages, whether based on contract, tort, negligence, strict liability, or any other legal theory, arising out of or in connection with your use of the Website or any content or services provided therein. The total liability of Body Positive Health and Wellness for any claims arising under this Agreement shall be limited to the amount paid by you, if any, to Body Positive Health and Wellness for accessing or using the Website.

12. Indemnification

12.1 Indemnification: You agree to indemnify, defend, and hold harmless Body Positive Health and Wellness, its affiliates, officers, directors, employees, agents, and representatives from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to your use of the Website, any violation of this Agreement, or any activity related to your account or conduct on the Website.

12.2 Defense and Settlement: Body Positive Health and Wellness reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. You agree to cooperate with Body Positive Health and Wellness in asserting any available defenses and providing any information or assistance reasonably requested by Body Positive Health and Wellness.

13. Miscellaneous

13.1 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, United States, without regard to its conflict of laws principles.

13.2 Dispute Resolution: Any dispute arising out of or relating to this Agreement shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association (AAA). The arbitration shall take place in Columbia County, Florida, United States. The decision of the arbitrator shall be final and binding. Each party shall bear its own costs associated with the arbitration, including attorney's fees.

13.3 Disclaimer for Checking the "Agree" Box: By checking the "Agree" box or otherwise indicating your acceptance of this Agreement, you acknowledge that you have read, understood, and agreed to be bound by the terms and conditions set forth herein. If you do not agree with any part of this Agreement, please refrain from using the Website.

By using the Website, you acknowledge that you have read, understood, and agreed to be bound by this Terms of Service Agreement. If you do not agree with any part of this Agreement, please refrain from using the Website.

If you have any questions or concerns regarding this Agreement, please contact us at bodypositivehealthandwellness@gmail.com