

TERMS OF USE

Welcome to the Lisa Nelson RD, Heart Health Made Easy, and/or Health Practices Online websites, www.lisanelsonrd.com, www.hearthealthmadeeasy.com, www.healthpracticesonline.com, and/or www.newuweightloss.com (the "Site"). Lisa Nelson RD LLC ("Company" or "we," "our," or "us") owns or controls, and provides access to the Site and related websites (this is true regardless of how the websites are accessed and/or used, whether via personal computers, mobile devices or otherwise) or other interactive features that are accessible or downloadable through www.lisanelsonrd.com, www.hearthealthmadeeasy.com, www.healthpracticesonline.com and/or www.newuweightloss.com and that link to these terms and conditions ("the Terms"). Except as otherwise noted herein, these Terms govern your use of the Site. **Please read these Terms carefully.** By accessing or using the Site, registering for services offered on the Site, or by accepting, uploading, submitting or downloading any information or products or content from or to the Site, You agree to these Terms. **IF YOU DO NOT AGREE TO BE BOUND BY ALL OF THESE TERMS, DO NOT USE THE SITE.** We reserve the right to make changes to the Site and to these Terms from time to time. When we make changes, we will post them here. For this reason, we encourage you to review these Terms whenever you use our Site because by visiting the Site, you agree to accept any such changes.

Ownership of Content and Intellectual Property

The past, present and future Site content ("Content") is protected by applicable is protected by patent, trademark and/or copyright under United States and/or foreign laws and other proprietary rights (including, but not limited to, intellectual property rights) and is the property of Company, its parent, subsidiaries, affiliates, or its licensors. Content includes, without limitation, (a) layout, organization, information, graphics, text, images, audio, videos, designs, compilations, data, wallpaper, icons, characters, artwork, photographs, music, sound, messages, software, (b) advertising copy, and the trademarks, logos, domain names, trade names, service marks and trade identities; (c) any and all copyrightable material (including source and object code); (d) the coding or HTML used to generate the pages, graphics, images, layout or text, and (e) all other materials related to the Site, including without limitation, the "look and feel" of the Site. Except as expressly set forth in these Terms or otherwise expressly granted to you in writing by Company, ***no rights (either by implication, estoppel or otherwise) are granted to you.***

Proprietary Rights

As between you and the Company (or any other company whose marks appear on the Site), the Company is the owner and/or authorized user of any registered or nonregistered trademark, trade name and/or service mark appearing on the Site, and is the copyright owner or licensee of the Content on the Site, unless otherwise indicated. The Company logos, designs, titles, phrases and product names and the copyrights, trademarks, service marks, trade dress and/or other intellectual property in such materials (collectively, "Company Intellectual Property") are owned by the Company and may be registered in the United States and internationally.

Prohibited Use of Content and Proprietary Information

Except as otherwise provided on the site or in these Terms, **you may not, directly or indirectly, use, download, upload, copy, print, display, perform, reproduce, sell, lease, rent, exchange, rearrange, create a derivative work, publish, modify, delete, add to, license, post, transmit, or distribute any Content or Proprietary Information from this Site in whole or in part**, including the removal or alteration of advertising, except pursuant to the express limited grant of rights hereunder **without the specific prior written permission of the Company.**

You agree to abide by any and all applicable laws, and any copyright notices, information, or restrictions contained in any part of the Web Site. Copying, archiving or storing any part of the Site for a purpose that is not permitted by these Terms is expressly prohibited without prior written permission from Company or the applicable copyright holder as identified on the Site.

You agree not to display or use the Company Intellectual Property in any manner without the Company's prior permission. Nothing on the Site should be construed to grant any license or right to use any Company Intellectual Property without the prior written consent of the Company.

Limited Revocable License

Subject to your strict compliance with these Terms, Company grants you a limited, personal, non-exclusive, non-commercial, revocable, non-assignable and non transferable license to download, view, use and/or play a single copy of the Content (excluding source and object code), provided that you: (i) retain all trademark, copyright and other proprietary notices contained in the original Content or any copy you may make of the Content; (ii) do not allow or aid or abet any third party (whether or not for your benefit) to copy or adapt the object code of the Site's software, HTML, JavaScript, or other code; reverse engineer, decompile, reverse assemble, modify or attempt to

discover any source code that the Site creates to generate its web pages; or any software or other products or processes accessible through the Site; and (iii) do not insert any code or product to manipulate the Content in any way that affects any user's experience.

We grant you a personal, limited, non-exclusive, non-transferable license to access the Site and to use the information and services contained here. We reserve the right, for any reason or for no reason, in our sole discretion and without notice to you, to revise the products and services described on the Site and to terminate, change, suspend or discontinue any aspect of the Site, including, but not limited to, the Materials and Content on the Site as well as features and/or hours of availability of the Site, and we will not be liable to you or to any third party for doing so. We may also impose rules for and limits on use of the Site or restrict your access to part, or all, of the Site without notice or penalty. We have the right to change these rules and/or limitations at any time, in our sole discretion.

Prohibited Uses of Site

The Site may be used only for lawful purposes and is available only for your personal, noncommercial use, which shall be limited to viewing the Site, purchasing products or services, providing information to the Site, and downloading product information or approved content for your personal review. You are responsible for your own communications, including the transmission, posting, and uploading of information and are responsible for the consequences of such communications to the Site.

The Company specifically prohibits any use of the Site, and requires all users to agree not to use the Site, for any of the following:

- Posting any information which is incomplete, false, inaccurate or not your own;
- Engaging in conduct that encourages, promotes, solicits or commits conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law or regulation that would fail to comply with accepted Internet protocol;
- Communicating, transmitting, uploading, promoting, displaying, emailing, distributing or posting material that is copyrighted or otherwise owned by a third party unless you are the copyright owner or have the permission of the owner to post it;
- Communicating, transmitting, uploading, promoting, displaying, emailing, distributing or posting material that reveals trade secrets, unless you own them or have the permission of the owner;

- Communicating, transmitting, uploading, promoting, displaying, emailing, distributing or posting information, software, or other material that violates, plagiarizes, misappropriates or infringes the rights of third parties including, without limitation, copyright (including, without limitation, offering pirated computer programs or links to such programs, information used to circumvent manufacturer-installed copy-protect devices, including serial registration numbers for software programs, or any type of cracker utilities), trademark, patent, trade secret, rights of privacy or publicity or any other proprietary right;
- Communicating, transmitting, uploading, promoting, displaying, emailing, distributing, posting or transferring (by any means) information or software derived from the site to foreign countries or certain foreign nations in violation of US export control laws;
- Attempting to interfere in any way with the Site's or the Company's networks or network security, or attempting to use the Site's service to gain unauthorized access to any other computer system;
- Communicating, transmitting, uploading, promoting, displaying, emailing, distributing or posting any material that is false, unlawful, threatening, tortious, disparaging (including disparaging of Company, its parent, subsidiaries or affiliates);
- Communicating, transmitting, uploading, promoting, displaying, emailing, distributing or posting anything that adversely affects Company's business such as discouraging any person or entity from advertising with, linking to or supplying Company, abusive, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, racist, sexually explicit, ethnically or culturally offensive, indecent, or that promotes violence, racial hatred, terrorism, or illegal acts, or is otherwise objectionable in Company's sole discretion;
- Communicating, transmitting, uploading, promoting, displaying, emailing, distributing or posting material of any kind that contains a virus, Trojan horse, time bombs, worms, spyware, bots, any automated use of the system, such as scripts, or other harmful component or restricts or inhibits any other user's uninhibited use and enjoyment of the Site, interferes with or disrupts the Site or servers or networks connected to the Site, or disobeys any requirements, procedures, policies or regulations of networks connected to the Site;
- Communicating, transmitting, uploading, promoting, displaying, emailing, distributing or posting information or material of any kind that constitutes or contains false or misleading indications of origin or statements of fact, including, without limitation, by forging any TCP/IP packet header, any part of the header information in any transmission to the Site, or otherwise manipulating identifiers in order to disguise the origin of any content transmitted to the Site;

- Communicating, transmitting, uploading, promoting, displaying, emailing, distributing or posting any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," requests for money, petitions for signature, or any other form of solicitation;
- Communicating, transmitting, uploading, promoting, displaying, emailing, distributing or posting otherwise make available any material that exploits or harms any individual, corporation or other entity;
- Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- Disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Web Site are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;
- Stalk, abuse, sexually exploit, violently exploit, act violently toward or otherwise harass another user;
- Use or attempt to use another's information, account, password, service or system except as expressly permitted; or
- Solicit or collect personal data including telephone numbers, addresses, last names, or email addresses, about other users.

You represent, warrant and agree that you will comply with the above Prohibited Use Policy.

Health Disclaimer

The information shared by Lisa Nelson RD LLC is for educational purposes and is intended to support not replace the professional medical advice you receive from your doctor. No health professional-patient relationship is formed by the use of this website or by the act of contacting a representation for Lisa Nelson RD LLC via email or website forms. You should always consult with your physician before starting a fitness regimen, adding supplements to your diet regimen, or any other changes that can affect your medications or treatment plan. This information is not to be used to diagnose or treat any condition. Lisa Nelson RD LLC is not liable for how you use and implement the information you receive. Lisa Nelson RD LLC may recommend products, services, or programs as an affiliate.

Security Rules

Violations of system or network security may result in civil or criminal liability. The Company will investigate occurrences and may involve, and cooperate with, law enforcement authorities in prosecuting any user or users

who are involved in such violations. You are prohibited from violating or attempting to violate the security of the

- Site, including, without limitation, the following:
- Accessing data not intended for you or logging into a Company server or account, which you are not authorized to access;
- Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization (or succeeding in such an attempt);
- Attempting to interfere or interfering with the operation of our Site, our provision of services to any other visitors to our Site, our hosting provider or our network, including, without limitation, via means of submitting a virus to the Site, overloading, "flooding", "mailbombing" or "crashing" the Site;
- Forging any TCP/IP packet header or any part of the header information in any email or transmission or posting to our Site.

You represent, warrant and agree that you will comply with the above Security Rules.

Products or Services

The Site currently provides users with access to e-courses, downloadable programs, web based programs, newsletters, affiliate programs, articles, educational materials, and affiliate products which may include without limitation, Heart Health Made Easy, How to Lower Cholesterol in 8 Simple Steps, 1-A-Week Weight Loss Tips, 7 Natural Ways to Lower Cholesterol, NewU Support Group, Mini Diet Makeover, Balance Program, How to Publish Your Own Email Newsletter, How to Track for Online Success, Content Marketing Package, Telesummit Organization, Sales Page Set Up, Facebook Business Page Set Up, and Opt-in Page Set Up. Unless explicitly stated otherwise, any new features that augment or enhance the Site, including the release of new or specialized Company web-based services or products, are automatically subject to these Terms. In some instances, both these Terms and a separate end-user license or similar agreement will apply to a service or product offered by Company and/or the Site.

We may add, change, remove, suspend or discontinue any aspect of the Site at any time without notice. We may also impose limits on certain features and services or restrict access to parts of or all of the Site without notice or liability. In order to use the Site, you must obtain access to the Internet, either directly or through devices that access webbased content, and pay any service fees associated with such access. In addition, you must provide all equipment and technology necessary to make such connection to the

Internet (e.g., personal computer, modem, cell phone, other access device, etc.).

Product and Pricing Information

Although the Company has made every effort to display our products (and sizes and colors, if applicable) as accurately as possible, the displayed colors and dimensions of the products will depend upon the monitor of the user, and the Company cannot guarantee that the user's monitor will accurately portray the actual colors or appearance of the products. Products displayed may be out-of-stock or discontinued, and prices are subject to change without notice to you. The Company is not responsible for typographical errors regarding price or any other matter.

Limits on Purchases

We do not authorize the purchase of our merchandise for resale purposes. To enforce this policy, we may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors. We also reserve the right in our sole discretion to cease doing business with those customers that we suspect are violating this policy. We may modify this policy at any time without prior notice. This limits on purchases policy applies to all purchases made via our Site, through affiliates, through links on Other Sites, or at live events.

Links To Other Web Sites

The Site may contain hyperlinks to other web sites ("Other Sites"). If you use the hyperlinks to access these Other Sites, you will leave the Site and your browser will be re-directed to the Other Sites. The Other Sites may have their own terms of use or terms of service and privacy policies and those Other Sites may have different practices and requirements than the Site. The Company may not have knowledge of, and is not responsible for, the content presented by any Other Site. As such, Company does not warrant or make any representation regarding the legality, accuracy, or authenticity of content presented by Other Sites. The hyperlinks to Other Sites do not constitute an endorsement by Company of any Other Site(s) or resources, or their content. The Site is only providing these links to you as a convenience.

Linking Policy

Any web site that links to the Site: (a) must not frame or create a browser or border environment around any of the Content of the Site; (b) may link to, but not replicate, the Content; (c) must not imply that Company or the Site is endorsing or sponsoring it or its products, unless Company has given its prior written consent; (d) must not present false information about Company or its products or services; (e) must not use any Company trademarks without the prior written permission from Company; (f) must not contain content that could be construed as distasteful, offensive or controversial; and (g) must not engage in behavior specifically prohibited by these Terms. By linking to any part of the Site, you agree that you do and will continue to comply with the above linking requirements. Notwithstanding anything to the contrary contained in these Terms, we reserve the right to deny permission to link to the Site for any reason in our sole and absolute discretion.

Registration for Access to Portions of Site

Registration may be required for the use of certain portions of the Site (e.g., email newsletters, sweepstakes, contests, specialized content downloads, retail sales, wireless alerts, etc.). ***Registration data and certain other information about you are subject to the privacy policy posted at the Site on which you are providing your registration information. Please read that privacy policy for information on how your data will be handled.*** If you choose to provide information to the Site, you agree to provide only true, accurate, current and complete information. If you create a user account or register for a restricted portion of the Site, you agree to accept responsibility for all activities that occur under your account or password, if any, and agree you will not sell, transfer or assign your user account. You are responsible for maintaining the confidentiality of your password, if any, and for restricting access to your computer, cell phone (or other internet access device, as applicable) so that others may not access any password-protected portion of the Site using your name, user name or password in whole or in part.

When Terms Control and End-User License Agreements

In some instances, these Terms and separate end-user license agreements or terms of use that set forth additional conditions may apply to a service or product offered via the Site.

To the extent there is a conflict between these Terms and the terms of any applicable enduser license or similar agreement, the end-user license or

similar agreement will control, unless the additional conditions expressly state that these Terms will control. In cases where there are no additional terms or conditions stated for any such registrations, services or products, these Terms will control.

Promotions

The Site may contain or offer sweepstakes, contests or other promotions, which may be governed by a separate set of rules that describe the sweepstakes, contest or promotion and may have eligibility requirements or they may be governed by law in your jurisdiction. It is your responsibility to read those rules to determine whether or not your participation, registration or entry will be valid or restricted, and to determine the sponsor's requirements of you in connection with the applicable sweepstakes, contest or promotion.

Copyrights and Copyright Agents

If you believe that your work has been copied in a way that constitutes copyright infringement, please provide Company's copyright agent the following information required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. § 512: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyright work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; (c) identification of the material that is claimed to be infringing or to be the subject of infringing activity and information reasonably sufficient to permit us to locate the material; (d) information reasonably sufficient to permit us to contact the complaining party; (e) a statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Company's copyright agent for notice of claims of copyright infringement on or regarding the Site can be reached as follows:

By mail:
Attn: Lisa Nelson RD LLC
PO Box 534
Custer, SD 57730

By email:

support@lisanelsonrd.com (Subject Line: Copyright Infringement Notice)

We reserve the right to terminate the accounts of users who (in our reasonable discretion) are infringers or repeat infringers.

Third Party Content and Information

The Site contains Content that is provided for your convenience and enjoyment. Third parties provide some of the Content. You should be aware that the Content might contain errors, omissions, inaccuracies, outdated information, and inadequacies and that the Content may be subject to terms and conditions, which may be found on the Site or in the documents and policies of third parties. We make no representations or warranties as to the completeness, accuracy, adequacy, currency or reliability of any Content and will not be liable for any lack of the foregoing. Third party advertisers may offer goods, services and other materials to you on the Site. Your correspondence and business dealings with others found on or through the Site including, without limitation, the payment and delivery of products and services, and any terms, conditions, warranties and representations associated with such dealings, are solely between you and the advertiser.

You agree that Company will not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or the offering of such products, services, and other Content on the Site. Under certain circumstances, we may permit third-party users to upload content, in which event you may be exposed to offensive, indecent or objectionable content. Descriptions of, or references to, products, services or publications within the Site do not imply endorsement of that product, service or publication.

Information You Submit

In the course of your use of the Site, you may be asked to provide certain information to us. You acknowledge and agree that you are solely responsible for the accuracy and content of such information.

If you respond to the Company with any information, including but not limited to feedback, data, questions, comments, suggestions, or the like, such information shall NOT be deemed confidential. All such submissions shall be deemed the property of the Company, and your submission of information shall constitute an irrevocable assignment to the Company of all worldwide rights, titles and interests in and to such information.

The Company will not be liable for any use or disclosure of such information. The Company will not have any obligation to keep such information confidential and will be free to reproduce, use, disclose and distribute the information to others without limitation.

The Company will be free to use any ideas, concepts, know-how or techniques contained in such information for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products which incorporate or otherwise rely upon such information.

However, the Company's use of any personal information (name, email, address, phone, etc...) you provide via the Site shall be governed by our Privacy Policy. For further information regarding the Company's protection of your personal information, please refer to our Privacy Policy page.

From time to time, the Site may contain or describe functionality or other methods through which you can upload or otherwise submit information, data, software, messages, photographs, audio, video, text and other materials to the Site ("Your Upload Information"). For example, the Site may offer forums, bulletin boards, wiki, chat rooms or other interactive areas ("User Forums"). Company, its parent, subsidiaries or affiliates or the directors, officers, employees, or other representatives of each of them do not endorse the content posted in User Forums. Company reserves the right, but is not obligated, to post, delete, move or edit Your Upload Information, in whole or in part, submitted by you to a User Forum for any reason in their sole discretion. Company reserves the right to suspend or terminate your access to the Site and pursue all legal remedies if we believe your Upload Information violates these Terms, infringes another's copyright or otherwise violates any law, rule or regulation. ***You acknowledge and agree that you are prohibited from accepting payment for Your Upload Information, including, without limitation, accepting payment for the inclusion of a logo, brand or other commercial content, in Your Upload Information.***

All of Your Upload Information is your sole responsibility. This means that you, and not Company, are entirely responsible for all of Your Upload Information that you upload, post, e-mail, transmit or otherwise make available via the Site. If you post personal information in User Forums or on other publicly available areas of the Site, then you may receive unsolicited messages from third parties. Company cannot ensure the security of any information you post on publicly available areas of the Site. Under no circumstances will we be liable in any way for any of Your Upload Information including, but not limited to, any errors or omissions in Your

Upload Information, or for any loss or damage of any kind incurred as a result of Your Upload Information. You represent that Your Upload Information is an original work by you or you have all necessary rights in it and to submit it to Company under the terms of these Terms; that it is not defamatory; and that it does not infringe upon, misappropriate or violate the rights of any third parties, including, without limitation, any intellectual property rights, rights of publicity or privacy or any other proprietary rights or otherwise violate any law, rule, or regulation.

You further agree that you are solely liable for any and all costs, claims, demands, investigations, liabilities, losses, damages, judgments, settlements, costs and expenses, including attorneys' fees, connected to or arising from your breach of any representation or warranty, or other violation of the terms of the Terms or any User Agreement. Except as otherwise described in the posted privacy policy or other agreement on the Site at which you provide Your Upload Information, Your Upload Information will be treated as non-confidential and non-proprietary and we will not be liable for any use or disclosure to anyone, including but not limited to claimed intellectual property owners.

When you upload Your Upload Information via the Site, you irrevocably grant to: (i) Company, its parent, subsidiaries, affiliates, and partners; and (ii) users of the Site a nonexclusive, worldwide, royalty-free license containing, without limitation, all right, title and interest in Your Upload Information, including, without limitation, all patents, trademarks, service marks, trade names, trade identities, copyrights, trade secrets, logos, domain names, know-how, source code and object code, mask-work rights, inventions, moral rights, author's rights, algorithms, rights in packaging, goodwill and other intellectual property and proprietary rights whatsoever in Your Upload Information.

You further agree that Company, its parent, subsidiaries, affiliates, and partners and the directors, officers, employees, licensees and other representatives of each of them will have the unfettered right throughout the universe, in perpetuity, without any credit or compensation to you, to use, reuse, modify, alter, display, archive, publish, sub-license, perform, reproduce, disclose, transmit, broadcast, post, sell, translate, create derivative works of, distribute and use for advertising, marketing, publicity and promotional purposes, any of Your Upload Information or portions of Your Upload Information, and your name, voice, likeness, biographical information, logos, marks, trade names or other identifying information, or other information provided or obtained, in any form, media, software or technology of any kind now known or developed in the future for any purposes whatsoever including, without limitation, for purpose of advertising

or promoting Company, its products and/or services or developing, manufacturing and marketing products using Your Upload Information. Without limiting the foregoing, the licenses you grant Company in these Terms permit Company to publicly display, publicly perform, distribute, and reproduce Your Upload Information, in whole or in part, alone or with other material on or via the Internet, including without limitation, any Company authorized online and offline receiving and playback devices, by any means of transmission now known or hereafter devised.

You hereby waive any moral rights you may have in and to any of Your Upload Information, even if such material is altered or changed in a manner not agreeable to you.

You agree and understand that Company, its parent, subsidiaries, affiliates, and partners are not obligated to use Your Upload Information submitted through the Site or otherwise, and may alternatively choose to discard, and limit or block access to Your Upload Information without any liability whatsoever.

You acknowledge and agree that Company may have access to, create or have created literary materials and ideas which may be similar or identical to Your Upload Information in theme, idea, plot or format or in other respects. Accordingly, and without limiting other provisions in these Terms, by submitting Your Upload Information, you agree to waive any claims you may have against Company for copyright infringement, breach of confidence, theft of ideas, violation of trade secrets or any other action in contract or tort.

You acknowledge that the Site, through Company, its parent, subsidiaries, affiliates, and partners undertakes no obligation to pre-screen Your Upload Information, but that it has the right, in its sole discretion to modify, transmit over various networks, refuse, move, block access to or remove any of Your Upload Information. You agree that you must evaluate, and bear all risks associated with, the use of any of Your Upload Information including, but not limited to, any reliance on the accuracy, completeness, or usefulness of Your Upload Information. Since Company, its parent, subsidiaries, affiliates, and partners may not pre-screen user generated content, you may bear legal responsibility for others' exposure to any offensive indecent or objectionable content in Your Upload Information.

If Your Upload Information is submitted to Company on physical media, such media will not be returned and will become the property of Company.

Disclaimer of Warranties

THE COMPANY PUBLISHES INFORMATION ON ITS SITE AS A CONVENIENCE TO ITS VISITORS. WHILE THE COMPANY ATTEMPTS TO PROVIDE ACCURATE AND TIMELY INFORMATION, THERE MAY BE INADVERTENT TECHNICAL OR FACTUAL INACCURACIES AND TYPOGRAPHICAL ERRORS.

WE RESERVE THE RIGHT TO MAKE CORRECTIONS AND CHANGES TO THE SITE AT ANY TIME WITHOUT NOTICE. COMPANY PRODUCTS DESCRIBED IN THE SITE MAY NOT BE AVAILABLE IN YOUR REGION. THE COMPANY DOES NOT CLAIM THAT THE INFORMATION IN THE SITE IS APPROPRIATE TO YOUR JURISDICTION OR THAT THE PRODUCTS DESCRIBED IN ITS SITE WILL BE AVAILABLE FOR PURCHASE IN ALL JURISDICTIONS.

YOU ASSUME ALL RESPONSIBILITY AND RISK WITH RESPECT TO YOUR USE OF THE SITE. THE SITE, INCLUDING, WITHOUT LIMITATION, ALL CONTENT, SOFTWARE, AND FUNCTIONS MADE AVAILABLE ON OR ACCESSED THROUGH OR SENT FROM THE SITE, IS PROVIDED "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS."

TO THE FULLEST EXTENT PERMISSIBLE BY LAW, COMPANY AND ITS PARENTS, SUBSIDIARIES AND AFFILIATES MAKE NO REPRESENTATION OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER (EXPRESS OR IMPLIED) ABOUT: (A) THE SITE; (B) THE CONTENT AND SOFTWARE ON AND PROVIDED THROUGH THE SITE; (C) THE FUNCTIONS MADE ACCESSIBLE ON OR ACCESSED THROUGH THE SITE; (D) THE MESSAGES AND INFORMATION SENT FROM THE SITE BY USERS; (E) ANY PRODUCTS OR SERVICES OFFERED VIA THE SITE OR HYPERTEXT LINKS TO THIRD PARTIES; AND/OR (F) SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE SITE OR ANY LINKED SITE.

COMPANY DOES NOT WARRANT THAT THE SITE, ANY OF THE SITE'S FUNCTIONS OR ANY CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; OR THAT THE SITE OR THE SERVERS THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

COMPANY DOES NOT WARRANT THAT YOUR ACTIVITIES OR USE OF THE SITE IS LAWFUL IN ANY PARTICULAR JURISDICTION AND, IN ANY EVENT, COMPANY SPECIFICALLY DISCLAIMS SUCH WARRANTIES. YOU UNDERSTAND THAT BY USING ANY OF THE FEATURES OF THE SITE, YOU ACT AT YOUR OWN RISK, AND YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE Site OR THE CONTENT. FURTHER, COMPANY AND ITS SUBSIDIARIES AND AFFILIATES DISCLAIM ANY EXPRESS OR IMPLIED

WARRANTIES INCLUDING, WITHOUT LIMITATION, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE.

COMPANY, ITS PARENT, SUBSIDIARIES OR AFFILIATES OR THE FOUNDERS, OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES OF EACH OF THEM SHALL NOT BE LIABLE FOR THE USE OF THE SITE INCLUDING, WITHOUT LIMITATION, THE CONTENT AND ANY ERRORS CONTAINED THEREIN. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO THIS AGREEMENT.

Disclaimers/Limitation of Liability

YOU UNDERSTAND AND AGREE THAT COMPANY LIMITS ITS LIABILITY IN CONNECTION WITH YOUR USE OF THE SITE AS SET FORTH BELOW: UNDER NO CIRCUMSTANCES SHALL COMPANY, ITS PARENT, SUBSIDIARIES, OR AFFILIATES OR THE FOUNDERS, OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES OF EACH OF THEM (COLLECTIVELY, THE "COMPANY ENTITIES AND INDIVIDUALS") BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, ECONOMIC, PUNITIVE, OR CONSEQUENTIAL DAMAGES THAT ARE DIRECTLY OR INDIRECTLY RELATED TO (1) THE SITE, THE CONTENT, OR YOUR UPLOAD INFORMATION; (2) THE USE OF, INABILITY TO USE, OR PERFORMANCE OF THE SITE; (3) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY COMPANY OR LAW ENFORCEMENT AUTHORITIES REGARDING YOUR USE OF THE SITE OR CONTENT; (4) ANY ACTION TAKEN IN CONNECTION WITH COPYRIGHT OWNERS; (5) ANY ERRORS OR OMISSIONS IN THE SITE'S TECHNICAL OPERATION, EVEN IF FORESEEABLE OR EVEN IF THE COMPANY ENTITIES AND INDIVIDUALS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, STRICT LIABILITY TORT (INCLUDING, WITHOUT LIMITATION, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR THEFT OR DESTRUCTION OF THE SITE). IN NO EVENT WILL THE COMPANY ENTITIES AND INDIVIDUALS BE LIABLE TO YOU OR ANYONE ELSE FOR LOSS OR INJURY, INCLUDING, WITHOUT LIMITATION, DEATH OR PERSONAL INJURY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL THE COMPANY ENTITIES AND INDIVIDUALS TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED ONE HUNDRED DOLLARS (\$100).

THE COMPANY ENTITIES AND INDIVIDUALS ARE NOT RESPONSIBLE FOR ANY DAMAGE TO ANY USER'S COMPUTER, MODEM, CELL PHONE, HARDWARE, SOFTWARE, OR OTHER EQUIPMENT OR TECHNOLOGY INCLUDING, WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION.

YOUR ACCESS TO AND USE OF THIS SITE IS AT YOUR RISK. IF YOU ARE DISSATISFIED WITH THE SITE OR ANY OF THE CONTENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESSING AND USING THE SITE OR THE CONTENT.

YOU RECOGNIZE AND CONFIRM THAT IN THE EVENT YOU INCUR ANY DAMAGES, LOSSES OR INJURIES THAT ARISE OUT OF COMPANY'S ACTS OR OMISSIONS, THE DAMAGES, IF ANY, CAUSED TO YOU ARE NOT IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION PREVENTING ANY EXPLOITATION OF ANY SITE, PROPERTY, PRODUCT, PROGRAM, TELEVISION SHOW, MOTION PICTURE OR OTHER AUDIO/VISUAL CONTENT OWNED OR CONTROLLED BY COMPANY AND/OR ITS PARENTS, SUBSIDIARIES, AND/OR AFFILIATES OR YOUR UPLOAD INFORMATION, AND YOU WILL HAVE NO RIGHTS TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, DISTRIBUTION, ADVERTISING, EXHIBITION OR EXPLOITATION OF ANY COMPANY SITE, PROPERTY, PRODUCT, PROGRAM, TELEVISION SHOW, MOTION PICTURE OR OTHER AUDIO/VISUAL CONTENT OR YOUR UPLOAD INFORMATION OR ANY AND ALL ACTIVITIES OR ACTIONS RELATED THERETO.

BY ACCESSING THE SITE, I UNDERSTAND THAT I MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Indemnity

You agree to defend, indemnify and hold harmless the Company Entities And Individuals with respect to any and all costs, claims, demands, investigations, liabilities, losses, damages, judgments, settlements, costs and expenses, including attorneys' fees arising out of or in connection with this Terms, including, without limitation: (a) your use of the Site; (b) your violation of these Terms or any law, rule or regulation; (c) your use of the Content; or (d) any of Your Upload Information. You will cooperate as fully and reasonably as required by Company in the defense of any claim. Notwithstanding the foregoing, Company retains the exclusive right to settle, compromise and pay any and all claims, demands, proceedings, suits, actions or causes of actions which are brought against Company herein under the Terms and under this Indemnity provision and in no event shall you settle any such claim without Company's prior written approval.

Governing Law

THESE TERMS AND THE INTERPRETATION OF THESE TERM SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF **SOUTH DAKOTA**, WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES AND SPECIFICALLY WILL NOT BE GOVERNED BY THE UNITED NATIONS CONVENTIONS ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, IF OTHERWISE APPLICABLE.

International Use of Site

We control and operate the Site from the United States, and all information is processed within the United States. We do not represent that materials on the Site are appropriate or available for use in other locations. You agree to comply with all applicable laws, rules and regulations in connection with your use of the Site. It is possible that some software that may be downloaded from the Site is subject to government export control or other restrictions. By visiting and using our Site, you acknowledge these restrictions and agree that either you are not subject to them or you will comply with all applicable laws regarding the transmission of technical data exported from the United States.

Jurisdiction and Venue

You waive all rights to trial by jury in any action or proceeding instituted in connection with these Terms and/or the Web Site. Any controversy or claim arising out of or relating to these Terms and/or the Web Site shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any

arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of South Dakota, in the City of Custer, County of Custer, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Any matters or proceedings that are not subject to arbitration as set forth in this Section 18 of these Terms and/or for entering any judgment on an arbitration award, shall take place in the State of South Dakota, in the City of Custer, County of Custer. You waive the defense of forum non conveniens.

Compliance with Governing Law

You are solely responsible for compliance with applicable laws, rules, and regulations in connection with your use of the Site and the Content, including, without limitation, those governing your transmission or use of any software or data.

Entire Agreement

These Terms and any applicable end-user license or similar agreements contain the sole and entire agreement between the parties with respect to the Site, the Content and Your Upload Information and supersedes any and all other prior written or oral agreements between them. You also may be subject to additional terms and conditions that are applicable to certain parts of the Site.

Section Titles

The section titles in these Terms are for your convenience only and do not have any legal or contractual effect.

Construction and Enforcement of Terms

You agree that these Terms will not be construed against Company by virtue of having drafted these Terms. If any provision of these Terms shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, such holding or action shall be strictly construed and shall not affect the validity or effect of any other provision of these Terms. Failure to enforce any provision of these Terms or other applicable agreement will not result in a waiver of that term or of any other term. No waiver on the part of Company of any of these Terms will be of any force or effect unless made in writing and signed by a duly authorized officer of Company.

The failure of the Company to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

No Joint Venture or other Relationship

You agree that no joint venture, partnership, employment, or agency relationship exists between the Company and you as a result of this Agreement or your use of the Site.

Limitations Period

Any claim or cause of action you may have with respect to the Company or the Site must be commenced within one (1) year after the claim or cause of action arose.

No Assignment

You may not assign the Terms or any of your rights or obligations under the Terms without the Company's express written consent. The Terms inure to the benefit of the Company's successors, assigns and licensees.

Termination

The Company may terminate this Agreement and deny you access to the Site at any time, immediately and without notice, if, in the Company determines that you have failed to comply with any provision of these Terms. You understand and agree that Company will determine your compliance with these Terms in its sole discretion. The Company reserves the right to deny access to all or part of the Site and to deny access to any person in its sole discretion without notice or liability of any kind. Any violation of these Terms may be referred to law enforcement authorities. Upon termination of your user account or access to the Site, or upon demand by Company, you must destroy all materials obtained from this Site and all related documentation.

To contact us with any questions or concerns in connection with these Terms or the Site, or to provide any notice under these Terms to us please refer to our Contact Us page.

This Terms of Use Agreement was last updated on November 29, 2012 and is effective immediately.

NewU Support Group:

All terms of use outlined above apply to the use of NewU - Your Weight, Your Health, Your Choice.

This group operates as a partnership between Lisa Nelson RD LLC and Ursula Ridents, RD Inc.

This group does not replace the professional medical advice or care you receive from you're a physician and/or other health care provider, nor diagnosis or treat any disease. The views expressed belong to the individuals who posted them and do not necessarily reflect the views of Lisa Nelson, RD and Ursula Ridents, RD. The use of information or advice used from this website is the full responsibility of the client/purchaser. Lisa Nelson RD LLC and/or Ursula Ridents will not be held liable. By engaging in services offered through the NewU Support Group, you are acknowledging that the legal and physical office of Ursula Ridents, RD Inc. is located in the state of California, USA and any complaints or malpractice issues will be filed in the state of California and resolved in compliance with California laws. The state of California does not require licensure of dietitians. Ursula Ridents is a Registered Dietitian for the state of California under the Commission on Dietetic Registration (CDR), the credentialing agency for the American Dietetic Association.