

TERMS & CONDITIONS

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General

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You acknowledge and agree that any contributions originally created by you for us shall be deemed a “work made for hire” when the work performed is within the scope of the definition of a work made for hire in Section 101 of the United States Copyright Law, as amended. As such, the copyrights in those works shall belong to COMPANY from their creation. Thus, COMPANY

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Online Commerce

From time-to-time, we may recommend, promote or introduce you to products, services and/or offers made by third-parties. In the spirit of full transparency, we may derive commissions from such sales or offers.

Certain sections of the Site may allow you to purchase many different types of products and services online that are provided by third parties. We are not responsible for the quality, accuracy, timeliness, reliability or any other aspect of these products and services. If you make a purchase from a merchant on the Site or on a site linked to by the Site, the information obtained during your visit to that merchant's online store or site, and the information that you give as part of the transaction, such as your credit card number and contact information, may be collected by both the merchant and us. A merchant may have privacy and data collection practices that are different from ours. We have no responsibility or liability for these independent policies. In addition, when you purchase products or services on or through the Site, you may be subject to additional terms and conditions that specifically apply to your purchase or use of

such products or services. For more information regarding a merchant, its online store, its privacy policies, and/or any additional terms and conditions that may apply, visit that merchant's website and click on its information links or contact the merchant directly. You release us and our affiliates from any damages that you incur, and agree not to assert any claims against us or them, arising from your purchase or use of any products or services made available by third parties through the Site.

Your participation, correspondence or business dealings with any third party found on or through our Site, regarding payment and delivery of specific goods and services, and any other terms, conditions, representations or warranties associated with such dealings, are solely between you and such third party. You agree that COMPANY shall not be responsible or liable for any loss, damage, or other matters of any sort incurred as the result of such dealings.

You agree to be financially responsible for all purchases made by you or someone acting on your behalf through the Site. You agree to use the Site and to purchase services or products through the Site for legitimate, non-commercial purposes only. You also agree not to make any purchases for speculative, false or fraudulent purposes or for the purpose of anticipating demand for a particular product or service. You agree to only purchase goods or services for yourself or for another person for whom you are legally permitted to do so. When making a purchase for a third party that requires you to submit the third party's personal information to us or a merchant, you represent that you have obtained the express consent of such third party to provide such third party's personal information.

Interactive Features

This Site may include a variety of features, such as bulletin boards, web logs, chat rooms, and email services, which allow feedback to us and real-time interaction between users, and other features which allow users to communicate with others. Responsibility for what is posted on

bulletin boards, web logs, chat rooms, and other public posting areas on the Site, or sent via any email services on the Site, lies with each user – you alone are responsible for the material you post or send. We do not control the messages, information or files that you or others may provide through the Site. It is a condition of your use of the Site that you do not:

- Restrict or inhibit any other user from using and enjoying the Site.
- Use the Site to impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity.
- Interfere with or disrupt any servers or networks used to provide the Site or its features, or disobey any requirements, procedures, policies or regulations of the networks we use to provide the Site.
- Use the Site to instigate or encourage others to commit illegal activities or cause injury or property damage to any person.
- Gain unauthorized access to the Site, or any account, computer system, or network connected to this Site, by means such as hacking, password mining or other illicit means.
- Obtain or attempt to obtain any materials or information through any means not intentionally made available through this Site.
- Use the Site to post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law.
- Use the Site to post or transmit any information, software or other material that violates or infringes upon the rights of others, including

material that is an invasion of privacy or publicity rights or that is protected by copyright, trademark or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or rights holder.

- Use the Site to post or transmit any information, software or other material that contains a virus or other harmful component.
- Use the Site to post, transmit or in any way exploit any information, software or other material for commercial purposes, or that contains advertising.
- Use the Site to advertise or solicit to anyone to buy or sell products or services, or to make donations of any kind, without our express written approval.
- Gather for marketing purposes any email addresses or other personal information that has been posted by other users of the Site.

COMPANY may host message boards, chats and other private/public forums on its Sites and on other platforms. Any user failing to comply with the terms and conditions of this Agreement may be expelled from and refused continued access to, the message boards, groups, chats or other such forums in the future. COMPANY or its designated agents may remove or alter any user-created content at any time for any reason. Message boards, chats and other public forums are intended to serve as discussion centers for users and subscribers. Information and content posted within these public forums may be provided by COMPANY staff, COMPANY's outside contributors, or by users not connected with COMPANY, some of whom may employ anonymous user names. COMPANY expressly disclaims all responsibility and endorsement and makes no representation as to the validity of any opinion, advice, information or statement made

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Registration

To access certain features of the Site, we may ask you to provide certain demographic information including your gender, year of birth, zip code and country. In addition, if you elect to sign-up for a particular feature of the Site, such as chat rooms, web logs, or bulletin boards, you may also be asked to register with us on the form provided and such registration may require you to provide personally identifiable information such as your name and email address. You agree to provide true, accurate, current and complete information about yourself as prompted by the Site's registration form. If we have reasonable grounds to suspect that such information is untrue, inaccurate, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof). Our use of any

personally identifiable information you provide to us as part of the registration process is governed by the terms of our Privacy Policy.

Passwords

To use certain features of the Site, you will need a username and password, which you will receive through the Site's registration process. You are responsible for maintaining the confidentiality of the password and account, and are responsible for all activities (whether by you or by others) that occur under your password or account. You agree to notify us immediately of any unauthorized use of your password or account or any other breach of security, and to ensure that you exit from your account at the end of each session. We cannot and will not be liable for any loss or damage arising from your failure to protect your password or account information.

Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL WE, OUR SUBSIDIARY AND PARENT COMPANIES OR AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE SITE, INCLUDING OUR MESSAGING, BLOGS, COMMENTS OF OTHERS, BOOKS, EMAILS, PRODUCTS, OR SERVICES, OR THIRD-PARTY MATERIALS, PRODUCTS, OR SERVICES MADE AVAILABLE THROUGH THE SITE OR BY US IN ANY WAY, EVEN IF WE ARE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. (BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, OUR LIABILITY AND THE LIABILITY OF OUR SUBSIDIARY AND PARENT COMPANIES OR AFFILIATES IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.) YOU SPECIFICALLY

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Termination

We may cancel or terminate your right to use the Site or any part of the Site at any time without notice. In the event of cancellation or termination, you are no longer authorized to access the part of the Site affected by such cancellation or termination. The restrictions imposed on you with respect to material downloaded from the Site, and the disclaimers and limitations of liabilities set forth in these Terms of Service, shall survive.

Shipping and Delivery

We endeavor to ship all domestic orders within 1-2 days of receipt. Orders placed after 12:00 PM CST on Fridays will be shipped the following business day. Please note Priority Shipping does not guarantee your order will ship out faster. Your order will be given Priority Shipping from the day it is shipped out. Shipping charges are calculated based on the speed of the shipping option you choose, plus the weight of the items. To reflect the policies of the shipping companies we use, all weights are rounded up to the next full pound. On rare occasions, the actual shipping and handling charge may differ slightly from the quoted charge. Any order being shipped in the continental United States over \$150 is eligible for free Ground shipping. At this time, International orders are not eligible for free shipping. International orders may be subject to additional duty/customs at the time of delivery. The customer is responsible for these additional charges. We cannot determine this cost in advance as these are set individually by each country.

International Customs Regulations

The customer is responsible for knowing their country's customs laws and regulations to ensure that what is being purchased from the Amy Myers MD store is compliant. These regulations can change monthly in each country, and if not adhered to properly, your order is at risk for being returned or confiscated. Amy Myers MD is not liable for any damages or additional fees caused, or accrued, by customs. If your order is not returned by customs within the initial 30-days of purchase, you will not receive a refund for your purchase. Please refer to our refund policy for more information.

If you need to cancel a recent order, please contact us at 808-238-4887.

Please see the list below for the list of countries that we are no longer shipping to due to their customs laws and restrictions:

Mexico, Germany, Spain, Austria, Sweden, Poland and South Africa

Billing Terms

If you are signed up for a recurring autoship order, your credit card will be billed and the order will be shipped on the same day the order is set to process. You can update your autoship schedule or make any changes to the order in your online account. You can cancel this schedule at any time.

Refund Policy

We offer a 14-day (from the time of purchase), satisfaction guarantee on our products. If after you completed the first two modules and have submitted 14 days of meals plans/modules that have been properly completed and you still aren't happy with the program then you will receive a full refund. If you would like to return items included in a kit, you must return the entirety of the kit. If you are dissatisfied with your purchase for any reason, please contact our customer

service team by telephone at 808-238-4887 or by email at trainerbrooke@yahoo.com to obtain a Return Merchandise Authorization (RMA) number.

A refund will be processed upon receipt of return package. Please note, a Return Merchandise Authorization (RMA) number must be included with your return in order to receive a refund.

Product-for-product exchanges are not offered, and return shipping is paid by the customer.

eCourses, eBooks, automated online programs and Program Resources are final sale.

Wellness Coaching

Scheduling

You may purchase your Wellness Coaching session online, and schedule it upon purchase. You must complete your consultation within 90 days of your purchase date, otherwise you will forfeit your session and need to purchase a new consultation session through our online store.

Labs

If you would like our Wellness Coach and/or nurse to review any recent lab tests you may have received, you may email your reports to acufitrx@gmail.com at least **72 hours / 3 business days** prior to your appointment.. Please note that the Wellness Coach / and or nurse is not a medical doctor and some labs may not be in the scope of her practice.

Cancellation

If you need to cancel or reschedule your appointment, please contact our store at **808-238-48874**.. You must reschedule/cancel your appointment at least **72 hours/3 business days before your consultation, otherwise you forfeit the money you have paid. Please be aware that holidays and weekends do NOT constitute business days.**

Please be sure you receive a confirmation of the cancellation or rescheduling. If you do not reschedule your consultation within the cancellation period, your consultation will be forfeited.

NOT MEDICAL ADVICE

The information provided to you during your consultation with the Wellness Coach/ and or nurse is for educational and informational purposes only, and is made available to you as self-help tools for your use. We do not guarantee that you will attain a particular result.

Store Support

Support is available Monday to Friday: 8am to 5pm Central Standard Time. Email: –

Telephone: 808-238-4887

Digital Millennium Copyright Act:

The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under the U.S. copyright law. If you believe in good faith that materials hosted by COMPANY infringe your copyright, you, or your agent may send to COMPANY a notice requesting that the material be removed or access to it be blocked. Any notification by a copyright owner or a person authorized to act on its behalf that fails to comply with requirements of the DMCA shall not be considered sufficient notice and shall not be deemed to confer upon COMPANY actual knowledge of facts or circumstances from which infringing material or acts are evident. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send to COMPANY a counter-notice. All notices and counter notices must meet the then current statutory requirements imposed by the DMCA; see <http://www.loc.gov/copyright> for details. COMPANY’s Copyright Agent for notice of claims of

copyright infringement or counter notices can be reached as follows: trainerbrooke@yahoo.com

Notices:

Except as explicitly stated otherwise, any notices shall be given by certified postal mail, return receipt requested, to Brooke Foreman, LAc 4-831 Kuhio Hwy, ste 438, pb247, Kapaa, Hawaii 96746. Notice shall be deemed given three (3) days after the date of mailing.

Dispute Resolution:

These Terms of Use shall be governed by and construed in accordance with the laws of the State of Hawaii and any dispute shall be subject to binding arbitration in Kapaa, Hawaii. If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

Class Action Waiver

You may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations aren't allowed.

The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, consolidated action or private attorney general action) unless all relevant parties specifically agree to do so following initiation of the arbitration.

Severability

If any clause within this Provision (other than the Class Action Waiver clause above) is found to be illegal or unenforceable, that clause will be severed from this Provision, and the remainder of this Provision will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, this entire Provision will be unenforceable and the dispute will be decided by a court.

Miscellaneous

These Terms of Service, together with the Privacy Policy, contain the entire agreement of the parties, and supersedes any and all oral negotiations and/or representations of the parties hereto made in relation to this transaction. This agreement neither confers nor creates any rights or responsibilities not specifically enumerated herein.

Any waiver or forbearance by the COMPANY of any breach by you of any provision of this Agreement shall not be construed as a waiver of any subsequent breach by you.

This Agreement shall be binding upon and inure to the benefit of COMPANY and our respective assigns, successors, heirs, and legal representatives. Neither this Agreement nor any rights hereunder may be assigned without the prior written consent of COMPANY. Notwithstanding the foregoing, all rights and obligations under this Agreement may be freely assigned by COMPANY to any affiliated entity or any of its wholly owned subsidiaries.