

## **POLICIES, TERMS AND CONDITIONS**

Welcome to AgentesDeBienestar.com. Please read the following terms and conditions carefully. From now on, we refer to you as the user. By using our site, you are agreeing to all the terms and conditions contained in this document.

If you are under the age of 16, you must be accompanied by an adult, parent or guardian to make use of the features of this site. If you do not meet this requirement, we ask that you discontinue use immediately.

## **GENERAL PROVISIONS**

The terms used in our Policies, identified in capital or not, plural or singular, in female or male, shall refer to Agentes de Bienestar LLC when "the company", "we" or "us" is used, to its officers, employees, agents, representatives, affiliates, shareholders or investors, except where any clause contained in this Policy indicates that it will be applicable particularly to a type or more of users.

## **OUR SITE**

AgentesDeBienestar.com is an informative site, which also serves as a portal for our virtual Nutritionist- Dietitian service offers. We offer an innovative and accessible online method that fits the need of the community we serve. We invite you to learn more about Agentes de Bienestar and how we can contribute to you better quality of life.

On our site, you will find information about who we are, about the online services we offer, answers to the most frequently asked questions that may arise, and you can contact us to ask your questions. In addition, this site serves as a link to the platform we use to provide services.

By remaining on this site, or by creating an account to receive services, you agree to be bound by all policies, procedures, terms and conditions, as described in this agreement, as a condition of participation. In addition, you agree to the terms and conditions of any other system, platform or site necessary to provide the services.

## **GENERAL RELEASE**

You understand that AgentesDeBienestar.com, Agentes de Bienestar LLC its agents, owners, shareholders, partners, collaborators, sponsors or employees are not responsible for the use that the user may give to the information contained on this website. A professional relationship will only be established with the company and its assigned professional, when a service agreement is made and/or after the terms and conditions of use have been accepted. Use or entry into this site does not in itself establish a relationship with the company or its representatives. Agentes de Bienestar LLC and/or its representatives, have no obligation to act as nutritionists- dietitians of the users of this site, as a result of the use of the platform. The user understands that there is no relationship between the company and the user at the conclusion of the use of the site.

## **PROFESSIONAL RESPONSIBILITY RELEASE**

The information and any material referenced on this website is for informational purposes only. Such information cannot be considered or constitute medical recommendation, or for medical treatment purposes specific to your particular condition, and is not intended to constitute or replace a consultation with a qualified professional who has evaluated your personal circumstances, except in the case of material obtained within therapies organized and agreed with providers. This website is not designed to provide and does not provide medical consultations, professional diagnoses, opinions, treatments or services to you or any other individual, except in the portion of consulting services designed and provided by professionals, for particular cases, when the user has become a customer. Such services may be offered through the service platform with which this site links, after mediating the corresponding agreements.

This site provides general information for educational, informational and marketing purposes only. The information provided on this site is not a substitute for medical or professional care, so we understand that this information should not be used in place of a visit, call, consultation or medical recommendation of your doctor or any other health care provider.

The access, reading or use of the information provided herein does not generate a privileged medical or therapist-patient relationship, except when a service agreement that so establishes is in place.

**IF YOU UNDERSTAND THAT YOU ARE SUFFERING FROM A MEDICAL EMERGENCY, YOU MUST IMMEDIATELY CALL 911 OR YOUR DOCTOR.**

If you understand that you have a health problem, or have questions related to your health or medical conditions, you should consult with a qualified doctor, provider or health care professional as soon as possible. Never discard or delay seeking such a recommendation because of information obtained on this website. Never rest on the information you obtain on this website, to replace your doctor's medical recommendations. Ask your doctor or health care provider to assist you in interpreting, understanding and applying the information you obtain from this website and the published links, for your particular case. Medical information constantly changes, therefore the information provided on this site should not be considered up-to-date, complete, exhaustive, nor should you rely on it to recommend a course of treatment for you or any individual. The determination to rely on any information obtained on this website or the links published, is a personal action, at your sole risk and responsibility.

The information published on this site may have been fragmented, be a much wider portion of a whole, may have been altered for aesthetic, spelling or syntax purposes.

We cannot guarantee that the private messages you send us, will arrive or be addressed promptly. Therefore, we ask that if you have an emergency, call 911. If you would like an urgent inquiry or if you would like to consult any information obtained on this site, you can contact our contact phone.

We release all liability for the updating and accuracy of the information, as well as all express or implied warranties, including warranties for merchandise or treatments that you have determined to purchase for advertisements posted on this site.

The user assumes all responsibility and risk for the use and enjoyment.

## **Confidentiality**

This site contains our service offerings. The services we offer are covered with the highest standards of security, confidentiality and information protection. We follow the confidentiality and security protocols required by HIPPA when offering the services. However, we will not request privileged information on this website. If you wish to receive our services, you will be directed to another platform, on which privileged information will be required, which we will handle in accordance with the requirements of law, under the aforementioned protocols.

## **Access**

You agree to use our website only for legitimate purposes and in a manner that does not hurt, infringe, restrict or inhibit others' rights or use and enjoyment of this website. Prohibited behavior includes harassing, causing distress or inconvenience to other users, transmitting obscene or offensive content, or disrupting the normal flow of dialogue within our website.

## **EXTERNAL LINKS**

Our site may contain external links to other websites. We do not guarantee the certainty of the information obtained on the linked sites. The information contained, or the handling of links to or from external websites is not controlled by us. The exposure of the link on our portal does not constitute an endorsement or endorsement of our company to the expressions poured in the content of the link. The company is not responsible for the content, the use that the recipient may give to such content or the related consequences.

## **PRIVACY POLICY**

Your privacy is important to us. Accordingly, and in order for you to understand how we obtain, communicate and use your personal information, we have developed this Policy. Our Privacy Policy is outlined hereafter.

By accessing our website, you agree to our terms and conditions relating to this Privacy Policy.

We will collect certain information about you during your visit. Similar to other websites, ours uses standard technology called "cookies" (see explanation below, "What are cookies?"), and web log servers to collect information about how our website is being used. The information obtained through these systems is used for quality control and measurement purposes.

### **What are "cookies"?**

A "cookie" is a small written content document, which commonly includes a unique anonymous identifier. When you visit a website, it asks your computer for permission to store this file on a part of your hard drive, specifically designated for "cookies". Each website can send the corresponding "cookie" to your browser, if the settings and preferences of the latter allow it. However, to protect your privacy, the search engine will only allow the website to access the "cookies" it has sent you, not those that have been sent by other sites. Each time you access our website, you authorize our access to your "cookies" and allow us to identify you, as well as obtain information about the dates and time of your visit, pages viewed within the Site, time spent, your IP address and websites visited just before and after ours.

### **IP address**

IP addresses are numbers that allow your computer to be identified by computers on the network every time it connects to the Internet. The IP address you receive, depending on the network to which you are connected, is automatically collected by our web server, as part of the demographic and profile data known as "traffic data". Each time you access, the Site will recognize your IP and store your IP to achieve the exchange of information. We will obtain information including the source of the communication, the destination, the route, format, time, date, size, duration and type of the service.

## **Email Information**

If you choose to correspond with us via email, we must retain the content of the messages you issue to us, along with your email address and our responses. We provide the same protection for these electronic communications that we use in the maintenance of information received online, by mail and by telephone.

## **How do we use the information you provide to us?**

Generally speaking, we use your personal information for purposes related to managing and monitoring our business activities, as well as providing better service to present and future customers.

We will not obtain your personally identifiable information when you visit our site, unless you choose to provide us with such information. This information may also not be sold or otherwise transferred to unaffiliated third parties, without the consent and approval of the user, at the time you provide it.

The information will be disclosed when legally required, in other words, when we, in good faith, believe that the law requires it or to guarantee the protection of our rights.

## **How do we protect your information and ensure the transmission of information?**

Emails are not recognized as a secure means of communication. For this reason, we request that you do not submit private information by this means. However, doing so is permitted, at your own risk. Some of the information you enter on our site may be transmitted under the security of the medium known as "Secure Sockets Layer", or SSL. Credit card information will never be requested or transmitted via email.

We will use applications to create statistical summaries, which are used for the purpose of calculating the number of visitors in the different sections of our site, what is the information of

greatest and least interest, determining specifications design techniques and identify areas of problems or system execution.

For security purposes and to ensure that this service remains available to all registered users, we will use applications to monitor network traffic to identify unauthorized attempts to provide, obtain or change information, or otherwise cause harm.

### **Policy Changes**

We reserve the right to amend this Privacy Policy at any time with or without prior notice. However, we assure you that if the Privacy Policy changes in the future, we will not use the personal information you have provided to us under this Privacy Policy in matters that are materially inconsistent with this Policy, without prior consent.

We are committed to running our business in accordance with these principles, ensuring that the confidentiality of personal information will be protected.

If you have any questions regarding this Policy, or your affairs with our website, please contact us at [glamil.rivas@gmail.com](mailto:glamil.rivas@gmail.com)

### **INTELLECTUAL PROPERTY RIGHTS**

We reserve all intellectual property rights related to the content of our site including, but not limited to, the rights to name, trademarks, written and visual content, copyrights and any other rights arising out of the publication of artistic material on the portal.

This website may display content whose rights belong to someone else. In such cases, we respect the ownership of its author, recognizing it accordingly.

The use of our trademark, content and intellectual property is prohibited without the express written consent of the company. Improper or illegal use, manipulation or misrepresentation of the content is prohibited.

**You won't be able to:**

- Republish material obtained on our site, without prior express written consent, without proper accreditation or citation from the original source.
- Sell or lease material obtained on our site.
- Reproduce, duplicate, create derivatives, copy or otherwise exploit the material contained on our website for any purpose, without prior express written consent.

Violations of our intellectual property, will be prosecuted and corresponding liability by law will be claimed.

**DMCA Notification "Digital Millennium Copyright Act Notification"**

If you believe that your copyrighted work has been copied in a manner that constitutes a violation of laws that protect authorship rights, you must notify our Designated Agent, as provided in the "Digital Millennium Copyright Act" of 1998 (DMCA).

For your claim to be valid under the DMCA, you must provide the following information when you review your notice of copyright infringement:

- A physical or electronic signature of a person authorized to act on behalf of the copyright owner. Identification of the protected work on which the claim for violation falls.
- Identification of the material that is claimed is being violated or has been infringed, and that you wish to be removed.
- Sufficiently reasonable information to allow the service provider to contact the complaining party. This information must include name, address, telephone number, and, if available, the email address.
- A statement that contends that the complaining party "in good faith believes that the use of the material in the manner that motivates the complaint is not authorized by the copyright owner, its agent, or the law."



- A statement stating that "the information in the notice is accurate", and that "under penalty of perjury, the complaining party is authorized to act on behalf of the owner of an exclusive right that has been allegedly violated"

The above information must be submitted in writing, through facsimile, or email, addressed to the following Designated Agent:

Attention: DMCA Office

Company Agentes de Bienestar LLC  
Address: P.O. Box 13 Burlington, North Carolina 27216  
Phone: (336) 740-5425  
Email: glamil.rivas@gmail.com

WE WARN THAT, UNDER FEDERAL LAW, ALL WHO MAKES A CLAIM FOR VIOLATION OF AUTHOR RIGHTS, KNOWING THE FALSENESS OF YOUR FUNDAMENTS, MAY BE SUBJECT TO SERIOUS CIVIL PENALTIES. THIS INCLUDES MONETARY DAMAGES, COSTS AND ATTORNEY FEES IN WHICH WE HAVE INCURRED, ANY OWNER RIGHTS OR OWNER OF A LICENSE OR AUTHOR RIGHTS PERMISSION, WHICH, SUPPORTING YOUR FALSENESS, HAS BEEN DAMAGED. IT MAY ALSO BE CRIMINALLY PROCESSED UNDER PERJURY CHARGE.

This information should not be construed as legal advice. For additional details on the information required for claims valid under the DMCA, see *17 U.S.C. 512 (c) (3)*.

#### **SPECIFIC RESPONSIBILITY RELEASE**

Agentes de Binestar LLC does not make declarations, representations or claims, does not give any certainty or complete guarantees of the content of this Website or any of the sites that link to it.

## **Limit of Liability**

The materials available on this site are provided "as is". They are not express or implied warranty of any kind, including warranties of merchantability, non-infringement of intellectual property or fitness for any particular purpose. In no situation shall the company, its agents or officers, be liable for any damages that may arise from the use or inability to use the information provided and the services offered. These damages include, but are not limited to damages for loss of profits, business interruption, loss of information, injury or death, general, specific, present or future damages. It will not be liable, even if the company has been informed or advised so the possibility that such losses or damages would arise.

## **Specific Release**

The company releases responsibility for the use that users may give to the content of this Website and to the services that they can obtain through it. We Release our responsibility for:

- Health, life or death.
- Use of the services purchased.
- Immediate, long-term, present, recessive, hidden damages, etc.
- Loss of income, goods or property.
- The effects of our advertising and marketing.
- Damages to customers, for reasons they understand relate to the use and enjoyment of our Site, as well as damages to third parties.
- Damages caused to third parties.

## **CONSUMER TESTIMONY POLICY**

This website may contain testimonials about the user experience and consumption of other users and/or customers. The results you can get using the content of this site or the products offered may vary to those obtained by the users who gave their testimony. The results you can get will depend on different variables, such as the level of applied effort, health conditions, personal qualities, knowledge, skills and many other factors. As the factors that impact the result are

different for each person, we cannot guarantee success, results, level of improvement, nor to become in any way responsible for the success or failure of the implementation.

The information contained on this website is not a misleading scheme to get easy or quick results. The suggested techniques may take time, effort, and dedication.

In accordance with the "Federal Trade Commission" guidelines, relating to the use of advertising promotion and testimonials, please note the following:

- The testimonials that appear on this site are received by text, audio or videos submitted by users freely and voluntarily. They are individual experiences that reflect the real-life experiences of consumers who have used our services in some way or another, with satisfactory results.
- Still, they are individual results and may vary. We don't establish that they are typical results that consumers will usually achieve. These testimonies are not necessarily representative of all those who will use our products/services.
- The testimonies shown (texts, audios and/or videos) are accurate as expressed, except for corrections of grammatical or spelling errors. Some have been shortened and emphasis has been placed on some areas of the text. In other words, not all of the message received by the writer of testimony has been demonstrated, when it seems too long or not all testimony is relevant to the general public.
- We are not responsible for any of the opinions or comments posted on our site. We do not stand in solidarity with opinions that can be broadcast in public forums, on general or specific topics.
- This site could be a forum for testimonials, but it provides space for testimonials as a means of interaction between our visitors and users, where they can share their experiences with others. To prevent abuse, all testimonials appear after they have been reviewed by administrative staff, or an authorized representative. We do not share the opinions, views or expressions of any of the testimonials on this site, and are strictly the view of critics, users, visitors and followers.

## MASSIVE EMAIL POLICY

We prohibit the use of our website and/or the services in any way associated with the transmission, distribution or delivery of any type of "Spam". The term "Spam" means any unsolicited, unwanted email, or a massive volume of emails. You may not use any of our services for the sending of "Spam". It is prohibited both the distribution, issuance, or launch of "Spam", as well as causing or promoting the conditions that cause the sending of "Spam" to all our customers.

In accordance to the "CAN-SPAM Act" of 2003, *15 U.S.C. 7701*, et seq., (Public Law No. 108-187, initially S.877 of the 108th Congress of the United States), emails sent as much as the favoring of their delivery, through or to our website or its services, may not:

- Use or contain invalid or forged headers;
- Use or contain invalid or non-existent domain names;
- Use any technique that in any way encourages misinterpretation, hiding or obscuring any information aimed at identifying the point of origin or transmission path;
- Use other misleading means of addressing (or directing);
- Use the domain name of third parties, or transmit from or through the equipment of third parties without your permission;
- Contain both false or misleading information, such as information that tends to create confusion, that leads to falsehood or deception, either in the space provided for the title or in its content;
- Refuse to comply with the additional technical standards described below;
- In any other way, violate our Terms of Use.

We do not authorize the exploitation, investigation or collection of email addresses or other information, from or through your website or services.

We do not allow or authorize others to use our services to collect, group, compile, collect, collect or obtain any information related to your customers or subscribers, including, but not limited to, email addresses subscribers.

We do not allow or authorize any attempt to use our services in any way that could cause disablement, overload, damage or harm to any aspect of all services, or that could interfere with the use and enjoyment by others interested in our services.

If we believe or have reason to believe that any service is being misused or is unauthorized, we are entitled to take the necessary and appropriate actions, including blocking messages from a particular internet domain, mail server or IP address, without prior notice and in sole discretion. We will cease or terminate any account on any type of service when you determine, in its sole discretion, that you are transmitting or otherwise connected to any email that violates this Policy.

Nothing in this Policy is an attempt to obtain rights to transmit or send emails to, or through the Company's Services or Website. Failure to enforce this policy in one or all of its instances and meanings does not equal a waiver or waiver of the rights of the company.

Unauthorized use of any of the company's services in connection with the transmission of unsolicited emails, including the transmission of unsolicited emails in violation of this Policy, may result in liability and/or civil, criminal or administrative penalties against whom I sent them and those who attend or act in common agreement.

Violators of the "C-SPAM Act" will be subject to the remedies available to obtain cease and desist orders, or penalties imposed by the FTC (Federal Trade Commission) of up to \$11,000 for each violation. Criminal prosecution is also possible in cases of heinous offenses, which could result in penalties such as fines, confiscation of profits and equipment. The most serious offenses could be subject to imprisonment.

We are committed to keeping your email address confidential. We do not sell or lease our list of subscribers to third parties, and we do not provide your personal information to third parties, government agencies or companies at any time, except as required by law.

We will use your email address only to provide timely information about our company.

We will keep the information you send to us via email, in accordance with applicable federal laws.

In accordance with the "CAN-SPAM Act", any email sent from our organization will clearly show the sender of the mail's origin and how to contact them. In addition, all emails will contain concise information on how to voluntarily remove yourself from the contact list and thus not receive our future communications.

### **Opting not to receive it**

Our site provides users with the opportunity to opt out of receiving communications we send or are sent by our partners by reading instructions for unsubscribe. They are located at the end of all our emails, at any time.

Users who do not wish to continue receiving our news or promotional material have the "option not to receive" these communications by clicking on the link provided to unsubscribe from the email, or by sending us an email for that purpose to [glamil.rivas@gmail.com](mailto:glamil.rivas@gmail.com)

If you have any additional questions, please contact us at:

PO Box 13 Burlington, North Carolina 27216

(336) 740-5425

[Glamil.rivas@gmail.com](mailto:Glamil.rivas@gmail.com)

## **Revisions**

We reserve the right to make changes to these terms, so you should review them regularly. Your continued use of the website will be presumed to be an acceptance of the updated or amended terms. If you do not agree to the changes, you must immediately cease use of our website.

If any of these terms are found to be unlawful, invalid or otherwise unenforceable, it shall be deemed removed from these terms, subsisting all others with equal mandatory and enforceable characteristics.

## **FINAL PROVISIONS**

Violation of any provision of our Policies will result in prohibiting user access and any other action deemed necessary. Violation of some of our Policies may grant our company legal, civil or criminal action, in which case the parties will submit to the jurisdiction of the State of North Carolina, when applicable and in accordance with the matter of controversy.

AGENTES DE BIENSTAR LLC