

Disclaimer of geneassistwellness.com  
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## I. INTRODUCTION

The website geneassistwellness.com is owned by Gene Assist Wellness LLC, an Arkansas Limited Liability Company.

This Disclaimer discloses what we do, what we do not do, and how to use the information on our website and in our Services. It applies to all website visitors, customers, and all other users of the site. Your use of our website, and any information that you provide to us, is subject to this Disclaimer.

By accessing our website, you are using it, and you acknowledge that you have read this Disclaimer and consent to be bound by all of its terms, without modification. By using geneassistwellness.com, you agree that the exclusions and limitations of liability of this Disclaimer are reasonable. IF YOU DO NOT AGREE TO BE BOUND BY THIS DISCLAIMER, NAVIGATE AWAY FROM THIS WEBSITE.

## II. DEFINITIONS

“Website” = geneassistwellness.com and all content on geneassistwellness.com and all services offered on geneassistwellness.com.

“We,” “us,” and “our” = Gene Assist Wellness LLC.

“User,” “you,” and “your” = website visitors, customers, and any other users of our website.

“Service” and “Services” = Group Classes, Nutritional Consultation, Genetic Consultation, Zyto Balance Scan and Wellness Coaching.

“Content” = all intellectual property, proprietary information, trademarked and copyrighted material and all original works on our website and in our Services, including, but not limited to words, documents, program names, blog posts, data, information, design, website layout, artwork, graphics, color scheme, logos, proprietary information, branding, photographs, audio recordings and videos recordings.

## III. YOUR USE OF OUR WEBSITE

You must be 18 years of age or older to view this website. If you are not 18 and do not have the power to enter into this Agreement, you are an unauthorized user and in violation of this Agreement. By using our website, you affirm that you are 18 years of age or older.

## IV. THE PURPOSE OF OUR WEBSITE

Geneassistwellness.com is for informational and educational purposes only and is not to be perceived or relied upon, in any way, as medical, mental health, business, financial or legal advice. All suggestions and recommendations are purely informational and educational, intended as a self-help tool only. If you act upon any suggestion or recommendation on our website, you acknowledge and agree, it is solely at your own risk, with no liability on our part.

Nothing on our website is intended to be a substitute for professional advice of a physician, naturopath, nurse practitioner, physician's assistant, therapist, counselor, mental health practitioner, licensed dietitian, other licensed or registered healthcare professional, accountant, lawyer, financial advisor, or any other expert.

## V. YOUR CONDUCT ON OUR WEBSITE

You acknowledge and agree that any decision you make to view or use any information on our website, whether free or for purchase, is voluntary and you are solely responsible for your results. Under no circumstances will Gene Assist Wellness LLC be liable to you, or anyone else, for any damages. You acknowledge and agree that all of the information on our website is general information only, we are unaware of your specific situation and you are solely responsible for your health, your well-being, your business, your finances and your life.

You acknowledge and agree that our website may not be suitable for all persons, businesses, locations, or specific situations. We make no guarantees regarding the content presented on our website and your results or success whether legal, medical, financial or otherwise, with applying it.

You agree that any information you provide to us, including your name, email address and payment information, should you purchase Services, will be accurate and up to date. If information you provide to us proves to be inaccurate, it may constitute a legal violation and you acknowledge that you will be financially and legally responsible for any consequences that result.

## VI. NOT LEGAL, BUSINESS OR FINANCIAL ADVICE

Nothing on geneassistwellness.com constitutes or is intended to constitute professional legal or financial advice. You are encouraged to consult with a licensed legal or financial professional for advice regarding your specific situation.

## VII. NOT MEDICAL ADVICE

Nothing on geneassistwellness.com constitutes, is intended to constitute or should be relied upon as medical advice. You acknowledge and agree that Melanie Polk is not a physician, naturopath, nurse practitioner, physician's assistant, therapist, counselor, mental health practitioner, licensed dietitian, or other licensed or registered healthcare professional and is not acting as such. You acknowledge and agree that Melanie Polk is assisting you only in the capacity as a nutrition and wellness consultant, not as a healthcare professional.

Our website is for educational and informational purposes only. Nothing on our website is intended to be a substitute for consultation, diagnosis, treatment or other professional medical advice from a healthcare professional, nor is it designed to provide you with a medical diagnosis, treatment or other medical services.

YOU ACKNOWLEDGE AND AGREE THAT WE DO NOT DIAGNOSE, TREAT, HEAL, CURE OR PREVENT ANY ILLNESS, MEDICAL CONDITION OR MENTAL OR EMOTIONAL CONDITION AND NOTHING ON OUR WEBSITE IS INTENDED TO DIAGNOSE, TREAT, HEAL, CURE OR PREVENT ANY ILLNESS, MEDICAL CONDITION OR MENTAL CONDITION.

You are encouraged to consult with a healthcare professional regarding your specific situation before using any information on our website or in our Services including, taking any herbal, nutritional or homeopathic supplement or medication, following any dietary suggestions, engaging in an elimination diet, detox or cleanse, performing physical exercises, mental exercises, deep breathing exercises, participating in any other aspect of a food, diet or lifestyle program. You are strongly encouraged to carefully read all labels and information provided by the manufacturer on any products you purchase from our website. Our website has not been evaluated by the Food and Drug Administration.

We assume that anyone choosing to implement any information on our website has obtained prior medical clearance from a licensed or registered healthcare professional who has declared them sufficiently healthy and determined that the information on our website is appropriate and useful for them.

Do not disregard professional medical advice or delay seeking professional advice because of information you have read on our website or received from us. Do not stop taking any medications without speaking to your physician, naturopath, nurse practitioner, physician's assistant, therapist, counselor, mental health practitioner, licensed dietitian, or other licensed or registered healthcare professional. Do not use or apply any of the information on our website if you are pregnant or nursing. Do not use information contained on our website as a tool for the self-diagnosis or other diagnosis of a health condition or the prescription of medication. Never disregard professional medical advice or delay in seeking professional medical advice because of anything on our website. If you have or suspect that you have a medical or mental health issue, contact your own health care provider promptly. You acknowledge and agree that your use and application of any information provided on this website does not create a

doctor-patient relationship between us.

Our role is to support you in reaching your goals, but your success depends on your own motivation, dedication, starting point, and compliance. You acknowledge and agree that any decision you make to use any information on our website is voluntary, at your own risk, and you are solely responsible for your results.

## VIII. TESTIMONIALS

All testimonials posted on [geneassistwellness.com](http://geneassistwellness.com) have been provided voluntarily, are factual and reflect the real-life experiences of users of our Services. You acknowledge and agree that these testimonials are not a guarantee that you will have the same or similar results.

## IX. AFFILIATES

We may promote, market, share or sell services, products or programs created by other individuals or business. We may partner, promote, become an affiliate of or joint venture with other individuals or businesses. Any such promotion will always be for individuals, services, programs or products that we feel confident align with ours and will provide high value for our visitors, users and customers. In exchange for such promotion, we may receive financial compensation or other payment. You agree to use your own judgment to decide whether to participate in or purchase these programs, products or services and agree that we have no involvement in that decision. You acknowledge and agree that we have no liability of any kind regarding your participation or purchase of programs, products or services that we promote on our website and agree to hold us harmless in any event.

## X. THIRD PARTIES

[Geneassistwellness.com](http://Geneassistwellness.com) may contain links to third party websites and resources. You acknowledge and agree that we are not responsible or liable for the functionality, accuracy, content and policies of these third-party websites or resources. A link on our website to a third-party website or resource does not imply any endorsement by, affiliation with, or approval of that third-party website and its resources.

You acknowledge and agree that we are not liable or responsible for any damages or injuries which result from your use or non-use of information on our website written by a third party, and you agree to release us from any and all claims which result.

You acknowledge and agree that we are not liable for any defamatory, offensive or illegal conduct of any other website participant or user, including you.

## XI. PERSONAL RESPONSIBILITY AND ASSUMPTION OF RISK

You acknowledge and agree that it is solely your responsibility to determine the risks of using our website. You acknowledge and agree that your use of our website is at your own risk and further acknowledge and agree that you assume all risks. As with all situations, there are sometimes unknown individual risks and circumstances that can arise during use of our website which cannot be foreseen and may influence results.

Our website is for informational and educational purposes only, merely to provide you with education and tools. You acknowledge and agree that any suggestions or recommendations on our website are to be taken at your own risk, with no liability on our part. You acknowledge and agree that you are solely responsible for your own actions, decisions and results based on the use, misuse or non-use of our website.

## XII. YOUR RIGHT TO CONSULT A LAWYER

You explicitly acknowledge and agree that you have the right to consult an attorney before visiting and using our website, purchasing our services, or agreeing to be bound by this Disclaimer.

## XIII. WARRANTIES

WE MAKE NO WARRANTIES REGARDING OUR WEBSITE OR ITS CONTENT. YOU ACKNOWLEDGE AND AGREE THAT OUR WEBSITE AND ITS CONTENT ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE WEBSITE OR ITS CONTENT WILL BE FUNCTIONAL, UNINTERRUPTED, CORRECT, COMPLETE, APPROPRIATE, OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY PART OF THE WEBSITE OR CONTENT ARE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS.

SHOULD YOU CHOOSE TO USE OUR WEBSITE OR PURCHASE OUR SERVICES, YOU ACKNOWLEDGE AND AGREE THAT YOUR DECISION IS VOLUNTARY AND WE MAKE NO GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THEIR SPECIFIC APPLICABILITY TO YOUR HEALTH, YOUR BUSINESS, YOUR FINANCES, OR YOUR LIFE, AND YOU AGREE TO HOLD US HARMLESS FROM ANY DIRECT OR INDIRECT DAMAGES OR HARM AS A RESULT OF YOUR CHOICE TO PURCHASE AND USE SUCH SERVICES AND THE INFORMATION CONTAINED IN THEM, AND YOU HEREBY RELEASE US FROM ANY AND ALL CLAIMS RELATING TO SUCH USE WHETHER KNOWN NOW OR DISCOVERED IN THE FUTURE. YOU ACKNOWLEDGE AND AGREE THAT WE ARE NOT RESPONSIBLE FOR ANY RESULT FROM YOUR USE OF OUR CONTENT, INCLUDING YOUR MENTAL, PHYSICAL OR FINANCIAL HEALTH, AND WE ARE NOT LIABLE FOR ANY DAMAGES OR LOSSES INCURRED AS A RESULT OF YOUR USE OR RELIANCE ON OUR CONTENT. YOU ALSO AGREE TO HOLD US HARMLESS

FOR ANY DAMAGES, WHETHER DIRECT OR INDIRECT THAT MAY RESULT FROM ANY USE OR RELIANCE ON OUR WEBSITE OR ITS CONTENT AND YOU HEREBY RELEASE US FROM ANY AND ALL CLAIMS RELATING TO SUCH USE WHETHER KNOWN NOW OR DISCOVERED IN THE FUTURE.

#### XIV. ERRORS AND OMISSIONS

We strive to include the most up-to-date and accurate information on our website. However, because scientific, technology, law and business practices are always changing, we cannot guarantee the accuracy of our website. You acknowledge and agree that information contained on our website may inadvertently include inaccuracies, errors or omissions and we are not liable in any way for any damages that are a direct or indirect result of these inaccuracies, errors or omissions.

#### XV. LIMITATION OF LIABILITY

You expressly agree that Gene Assist Wellness LLC and Melanie Polk will not be liable to you, or to any other individual, company or entity, for any type of harm, injury or damages, including direct, indirect, special, incidental, equitable or consequential loss or damages, resulting from or perceived to result from the use or non-use of, reliance on or inability to use our website.

You acknowledge and agree that we are not liable or responsible in any way for accidents, delays, injuries, harm, loss, damage, death, physical or mental condition, loss of profits, revenues, clients, income, anticipated income, projected income or sales, personal or business interruptions, misapplication of information, loss of data, computer failures, computer viruses, technical problems, defects, or delays, loss of goodwill, wasted time or any other loss or damage of any kind, however and whether caused by negligence, breach of contract, or otherwise, even if foreseeable due to any act or default by us or anyone acting as our agent, consultant, affiliate, joint venture partner, employee, shareholder, director, staff, team member, or otherwise affiliated with our website.

To the fullest extent of the law, we expressly exclude liability for any damages, losses or injuries you incur in connection with our website. In the states that do not allow the exclusion or limitation of liability for damages, our liability is limited to the fullest possible extent permitted by law. In no event shall Gene Assist Wellness LLC's cumulative liability to you for all damages, losses or causes of action exceed the total purchase price from us, and if no purchase has been made by you, in no event shall Gene Assist Wellness LLC's cumulative liability to you for all damages, losses or causes of action exceed one hundred dollars (\$100).

By using our website, you expressly agree to absolve Gene Assist Wellness LLC and Melanie Polk of any liability or loss that you or any other person may incur from the use or non-use of our website. You further agree to absolve anyone acting as an agent, consultant, affiliate, joint venture partner, employee, shareholder, director, staff, team

member, or anyone otherwise affiliated with our business in any way of any liability for any loss, damage or injury that you or any other person may incur as a result of the use or non-use, whether direct or indirect of our website.

You expressly agree not to make any claims against Gene Assist Wellness LLC and Melanie Polk.

By accessing and using our website, you agree to this limitation of liability and release Gene Assist Wellness LLC and Melanie Polk from any and all claims.

#### XVI. INDEMNIFICATION

You agree at all times to indemnify, defend and hold harmless Gene Assist Wellness LLC as well as our affiliates, agents, contractors, officers, directors, shareholders, employees, joint venture partners, successors, transferees, assignees, licensees or any other party associated with us, from and against any and all losses, damages, settlements, liabilities, costs, charges, assessments and expenses, as well as third party claims and causes of action, including, without limitation, attorneys' fees and expenses, arising out of or related to our website, or any breach by you of any obligation, warranty, representation or covenant in this Disclaimer or in any other agreement with us. You acknowledge and agree that you will provide us with such assistance, without charge, as we may request in connection with any such defense, including, without limitation, providing us with such information, documents, records and reasonable access to you, as we deem necessary. You agree to cooperate fully and reasonably as required by us, in the defense of any claim. Notwithstanding the foregoing, we retain the right to settle, compromise and pay any and all claims, demands, proceedings, suits, actions or causes of action which are brought against us. You agree not to settle any third-party claim or waive any defense without our prior written consent.

#### XVII. SEVERABILITY

If any term, provision, covenant, or condition of this Disclaimer is construed to be invalid, void, or unenforceable under applicable law, the other provisions of this Disclaimer shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

If any provision of this Disclaimer is found to be unenforceable, the other provisions shall in no way be affected.

#### XVIII. CHANGES TO THIS DISCLAIMER

We reserve the right, at our sole discretion to change, modify or otherwise alter this Disclaimer at any time. You acknowledge and agree that the burden is solely yours to routinely check this Disclaimer for updates. Such changes will be in effect immediately after being posted on this page. You acknowledge and agree that your continued use of

this website after we post any modifications to this Disclaimer will establish your acknowledgment of the modifications and your consent to them, whether or not you have read them. We will notify you of any changes by posting them on this page. Please review this Disclaimer periodically to keep informed of its terms.

If you have any questions regarding this Disclaimer, please contact us at [jessica@gene-assistwellness.com](mailto:jessica@gene-assistwellness.com).