



# EnviroWellness Air, Water, and Dust Testing

## Terms, Conditions, Limits of Liability & Indemnification Agreement

This Agreement governs the purchase and use of EnviroWellness Air, Water, and Dust Testing services and products provided by Family Tree Nutritional Health and Wellness ("Company").

### Limits of Liability

In no event shall Family Tree Nutritional Health and Wellness be liable for any indirect, special, incidental, or consequential damages, including but not limited to lost profits, loss of goodwill, or similar damages, regardless of negligence (sole or concurrent) or whether Family Tree Nutritional Health and Wellness has been advised of the possibility of such damages. This includes, but is not limited to, any claim arising from or related to the use, reliance upon, delivery, or interpretation of services or results by the client or any third party.

Family Tree Nutritional Health and Wellness accepts no legal responsibility for the purposes for which a client may use results or recommendations. Responsibility for the proper selection and use of any sampling devices or methods rests solely with the client, even if such devices are provided by Family Tree Nutritional Health and Wellness. Any resampling, if offered, will be at the discretion of Family Tree Nutritional Health and Wellness and limited in value to the reasonable cost of the original service.

Under no circumstances shall Family Tree Nutritional Health and Wellness be liable to a client or third party—whether under tort, contract, or any other legal theory—for damages exceeding the total amount paid to Family Tree Nutritional Health and Wellness for the specific service or product in question.

### Indemnification

The client agrees to indemnify, defend, and hold harmless Family Tree Nutritional Health and Wellness, its owners, staff, contractors, and affiliates from any and all claims, damages, losses, liabilities, costs, or expenses (including reasonable attorney's fees) arising from:

- The client's use or misuse of the services or results
- Any third-party claims related to the services, results, or interpretations
- Any actions taken by the client based on the results or recommendations

### Disclaimer

Environmental Protection Agency (EPA):  
<https://www.epa.gov/mold/mold-testing-or-sampling>

"Standards or Threshold Limit Values (TLVs) for airborne concentrations of mold, or mold spores, have not been set. Currently, there are no EPA regulations or standards for airborne mold contaminants."

The EnviroWellness Air, Water, and Dust Testing has not been approved by the EPA or any governmental agency. It is a measurement tool intended to identify potential mold and microbial burden in a provided

sample based on frequency-based analysis and the Company's proprietary frequency library. Results are for informational purposes only and are not intended to diagnose, treat, cure, or prevent any disease.

This report and any results are prepared exclusively for the client named. They may not be relied upon by third parties without written consent from Family Tree Nutritional Health and Wellness.

## **Agreement Acceptance**

By purchasing the EnviroWellness Test Kit, scheduling testing, or submitting a sample, the client agrees to all terms, conditions, limitations, disclaimers, and policies outlined in this Agreement. A physical signature is not required. Purchase, payment, or participation constitutes legal acceptance of this Agreement.

## **Payment Terms**

- All EnviroWellness Test Kits and services are sold at the current market price as advertised at the time of purchase.
- Payment is due in full prior to shipment of any test kit or performance of any service.
  - There are no refunds once:
    - The item has been shipped, or
    - The item has been purchased and leaves the business office or sales location.
  - Fees are non-transferable and apply only to the specific service or kit purchased.

## **Termination**

Family Tree Nutritional Health and Wellness reserves the right to refuse service, cancel orders, or terminate this Agreement at any time if:

- The client violates any part of this Agreement
  - The client misuses services or results
- The client engages in abusive, fraudulent, or unsafe behavior

If termination occurs after purchase but before service delivery, any refund (if offered) is at the sole discretion of Family Tree Nutritional Health and Wellness.

The client may terminate participation at any time prior to shipment or service; however, cancellation does not guarantee a refund and is subject to the Payment Terms above.

All provisions related to liability, indemnification, disclaimers, and intellectual property survive termination of this Agreement.

## **Intellectual Property**

All materials, reports, methods, frequency libraries, and content provided by Family Tree Nutritional Health and Wellness are proprietary and protected. No part of this document or any related materials may be reproduced, shared, or distributed without written consent.

©2026 Family Tree Nutritional Health and Wellness.  
All rights reserved.