**Family Tree Nutritional Health and Wellness, LLC**

**Disclaimer and Website Terms of Use**

1. **ACCEPTANCE OF TERMS**

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PLEASE READ THESE TERMS OF USE CAREFULLY.  BY ACCESSING, DOWNLOADING, OR USING ANY OF THE SITES AND SERVICES, YOU AGREE TO BECOME BOUND BY THESE TERMS AND CONDITIONS.  IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS, THEN YOU MAY NOT ACCESS AND USE THE SITES AND SERVICES.

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Subject to full compliance with these Terms of Use, Family Tree Nutritional Health and Wellness, LLC grants authorized users a nonexclusive, nontransferable, non-sublicensable, terminable license to access and use the Sites and Services for your personal use. You agree to not access, reproduce, duplicate, copy, sell, re-sell, modify, distribute, transmit, or otherwise exploit the Sites or Services or any of their content for any purpose except for your personal use and as described in this Terms of Use, without the express written consent of Family Tree Nutritional Health and Wellness, LLC.  Family Tree Nutritional Health and Wellness, LLC may modify, update, suspend or discontinue the Sites and Services, in whole or in part, at our sole discretion for any or no reason, at any time and with or without notice.  Family Tree Nutritional Health and Wellness, LLC shall not be liable to any user or other third party for any such modification, update, suspension or discontinuance.

1. **USER CONDUCT**

As a condition of your access and use of the Sites and Services and your submission or access to any ratings, reviews, communications, information, data, text, photographs, audio clips, audiovisual works, or other materials on the Sites and Services (collectively, the “Content”), you agree not to use the Sites and Services for any purpose that is unlawful or prohibited by these Terms of Use, or any other purpose not reasonably intended by Family Tree Nutritional Health and Wellness, LLC. By way of example, and not as a limitation, you agree not to:

1. intentionally or unintentionally violate these Terms of Use, other applicable agreement with Family Tree Nutritional Health and Wellness, LLC, and any applicable local, state, national or international law, and any rules and regulations having the force of law;
2. use the Sites and Services in any manner that violates any relevant law or that infringes, misappropriates or violates any third party's rights, including, but not limited to, transmitting any Content that may infringe, misappropriate or violate a third party's rights of publicity, contractual rights, fiduciary rights or intellectual property rights;
3. use the Sites and Services or its Content for any purposes not authorized by this Terms of Use, including commercial, political, or religious purposes, including the submission or transmission of any Content that contains advertisements, promotional materials, junk mail, or any other form of solicitation; or
4. reproduce, duplicate, copy, modify, sell, re-sell or exploit any Content or the Sites and Services for any commercial, educational, or any other non-personal purpose or any for any purpose unrelated to your personal purchasing decisions, without the express written consent of Family Tree Nutritional Health and Wellness, LLC, which consent may be withheld by Family Tree Nutritional Health and Wellness, LLC in our sole discretion.
5. **SUBMITTING CONTENT**

As a condition of submitting any Content or other materials to the Sites or Services, you agree that:

1. you grant to Family Tree Nutritional Health and Wellness, LLC a royalty free, perpetual, irrevocable, worldwide, nonexclusive, transferable, and sub-licensable license to use, reproduce, copy, adapt, modify, merge, distribute, publicly display, create derivative works from, incorporate such Content into other works; grant to Family Tree Nutritional Health and Wellness, LLC all rights necessary to publish or refrain from publishing your name and address in connection with your Content; sublicense through multiple tiers the Content, and acknowledge that this license cannot be terminated by you once your Content is submitted to the Sites and Services;
2. you represent that you own or have secured all legal rights necessary for the Content submitted by you to be used by you, Family Tree Nutritional Health and Wellness, LLC, and others as described and otherwise contemplated in these Terms of Use; and
3. you represent and warrant that each person identified, depicted, or shown in in your Content, if any, (and if a minor, the parent or guardian of the minor) has provided consent to the use of the Content consistent with these Terms of Use.
4. **PUBLICATION AND DISTRIBUTION OF CONTENT**

Under no circumstances will Family Tree Nutritional Health and Wellness, LLC be liable in any way for any Content, including, but not limited to, any Content that contains any errors, omissions, defamatory statements, or confidential or private information (including, but not limited to, health information) or for any loss or damage of any kind incurred as a result of the use of any Content submitted, accessed, transmitted or otherwise conveyed via the Sites and Services. You waive the right to bring or assert any claim against Family Tree Nutritional Health and Wellness, LLC relating to Content, and release Family Tree Nutritional Health and Wellness, LLC from any and all liability for or relating to any Content. Family Tree Nutritional Health and Wellness, LLC has no obligation to review, monitor, or remove any Content or other materials, except as required by law.

1. **HEALTH RELATED PROVIDERS**

The Sites and Services and its Content are for informational purposes only. The Content is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read on the Sites and Services.

If you think you may have a medical emergency, call your doctor or 911 immediately. Family Tree Nutritional Health and Wellness, LLC does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on the Sites and Services.

You should be aware that if you post any health-related information about yourself or anyone else on the Sites and Services, you do so at your own risk. If you post health information about services rendered to another individual, you represent that you have the legal authority to receive health information about that individual from that individual's health care providers and that you have the legal authority to further disclose such health information. If you post health-related information, you will be placing it into the public domain which may violate federal or state laws that protect the privacy of health information.

1. **TRADEMARKS AND COPYRIGHTS**

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You should assume all Content and material made available on the Sites and Services is protect by copyright law. Aside from user-submitted Content, all other materials and other information on the Sites and Services, including, but not limited to, all text, graphics, logos, icons, images, audio and video clips, downloads, data compilations and software are the exclusive property of Family Tree Nutritional Health and Wellness, LLC and/or its licensors and are protected by all United States and international copyright laws.

1. **ENTIRE AGREEMENT**

These Terms of Use and other agreements, rules, and policies incorporated by reference to this Terms including, without limitation, the privacy policy, constitutes the entire agreement between you and Family Tree Nutritional Health and Wellness, LLC. It supersedes any prior or contemporaneous negotiations, discussions, or agreements, whether written or oral, between you and Family Tree Nutritional Health and Wellness, LLC regarding the subject matter contained in these Terms of Use. Additional terms and conditions may exist between you and third parties, including but not limited to, Service Providers and others. You represent and warrant that those third-party agreements do not interfere with your obligations and duties to Family Tree Nutritional Health and Wellness, LLC under these Terms of Use.

1. **GOVERNING LAW**

These Terms of Use and the relationship between you and Family Tree Nutritional Health and Wellness, LLC will be governed by the laws of the State of Wisconsin, notwithstanding the choice of law provisions of the venue where any action is brought, where the violation occurred, where you may be located or any other jurisdiction. You agree and consent to the exclusive jurisdiction of the state or federal courts located in Wisconsin and waive any defense of lack of personal jurisdiction or improper venue