

# TERMS OF USE

## Terms of Use:

Welcome to the website ("Site") for Metabolic Reset Clinic.

## Access to the Site:

BY ACCESSING, BROWSING AND/OR USING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO BE BOUND BY THESE TERMS AND CONDITIONS OF USE ("TERMS AND CONDITIONS OF USE") INCLUDING THE [PRIVACY POLICY](#) ("PRIVACY POLICY") (COLLECTIVELY THE "TERMS") AND TO COMPLY WITH ALL APPLICABLE U.S. LAWS AND REGULATIONS. In addition, you hereby represent and certify that you are at least eighteen (18) years of age. If you do not or cannot agree to the Terms, you are not authorized to use the Site or any of the services offered through the Site. Metabolic Reset Clinic reserves the right, in its sole discretion, to update, revise, supplement and to otherwise modify these Terms, and to impose new or additional terms and conditions on your use of the Site from time to time. Such updates, revisions, supplements, modifications and additional rules, policies, terms and conditions (collectively referred to in these Terms as "Additional Terms") shall be effective immediately and incorporated into these Terms upon notice thereof, which may be given by any reasonable means including by posting to the Site. Your continued viewing or use of the Site following such notice shall be deemed to conclusively indicate your acceptance of any and all such Additional Terms.

## Acceptable Use of the Site:

In order to use the Site, you must obtain access to the Internet and pay any and all service fees associated with such access.

(a) Individual Use. You agree that you are only authorized to visit, view, print and retain a single copy of pages of the Site for your own internal use and not on behalf of any other person or entities, and that you shall not duplicate, download, publish, modify, or otherwise distribute any material on the Site for any purpose other than for your own internal use unless otherwise specifically authorized by Metabolic Reset Clinic in writing. Metabolic Reset Clinic may post legal notices and various credits on pages of the Site, which you shall not remove even in your permitted copies.

(b) Framing. You agree not to create any frames on any other web sites pertaining to or using any of the content located at the Site for any purpose, unless specifically authorized by Metabolic Reset Clinic in writing to do so.

(c) Security, Cracking, and Hacking. You are prohibited from violating or attempting to violate the security of the Site. Accordingly, you agree not to: (i) access data or materials not intended for you; (ii) log into a server or account which you are not authorized to

access; (iii) attempt to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; or (iv) attempt to interfere with service to any user, host, or network, including without limitation, by means of submitting a virus to the Site, overloading, "flooding", "mailbombing", or "crashing" the Site. Violations of system or network security may result in civil or criminal liability. Metabolic Reset Clinic reserves the right to investigate occurrences which may involve such violations and may involve and cooperate with law enforcement authorities in prosecuting users who have participated in such violations. You understand that data and communications, including e-mail and other electronic communications, may be accessed by unauthorized third parties when communicated over the Internet.

(d) You Are Responsible For All of Your Activities and All of The Content You Post or Submit. You represent and warrant that any information and/or material you post or provide to Metabolic Reset Clinic by means of the Site, including, without limitation, as part of any registration or subscription or to gain access to or use any services offered on the Site ("Submissions"), is truthful, accurate, not misleading, not confidential property of others, not in violation of any other third party's rights, and offered in good faith. You agree NOT to use the Site for or in connection with any of the following activities: (i) transmitting or relaying spam or other unauthorized or unsolicited communications, spoofing or otherwise impersonating any person or entity, or falsely stating or otherwise misrepresenting your identity or affiliation in any way; (ii) using the Site for any fraudulent or illegal purpose or to encourage conduct that would be considered fraudulent or illegal; (iii) e-mailing, uploading, or otherwise transmitting or using the Site in furtherance of the use, distribution, or transmission of any unlawful, harassing, defamatory, tortious, libelous, sexually explicit, obscene, hateful, racially, ethnically, or otherwise objectionable material of any kind; (iv) transmitting material that contains viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines or engines that are intended to damage, destroy, disrupt, or otherwise limit, interfere with, or impair a computer's functionality or the operation of the Site or surreptitiously intercept or expropriate any system, data or information related to the Site or any computer hardware, software or other equipment that is owned, leased or used by Metabolic Reset Clinic; and (v) using any robot, spider, scraper or any other automated means or device designed to provide repeated or automated access to the Site for any purpose.

(e) Information Disclosed via the Site. IN ADDITION TO ANY OTHER WARRANTY DISCLAIMER PROVIDED IN THE TERMS, ANY INFORMATION DISCLOSED TO YOU VIA THE SITE INCLUDING, WITHOUT LIMITATION, ANY CONTENT, HEALTH CARE PROFESSIONAL REFERRALS, PRODUCT RECOMMENDATIONS, PRODUCT DESCRIPTIONS, PRODUCT SAFETY AND/OR EFFECTIVENESS MATERIALS, ARE NOT OFFERED WITH ANY WARRANTY OR REPRESENTATION AS TO ABILITY, ACCURACY, PERFORMANCE, OR SUITABILITY FOR YOUR INTENDED PURPOSE OR COMPLIANCE WITH APPLICABLE LAW. METABOLIC RESET CLINIC ASSUMES NO RESPONSIBILITY, AND DISCLAIMS ANY LIABILITY FOR, ANY ILLNESS, OR

INJURY RESULTING FROM USING ANY PRODUCTS OR FOLLOWING ANY ADVICE CONTAINED ON THIS SITE OR FOR ANY HEALTH CARE PROVIDED BY ANY HEALTH CARE PROFESSIONAL TO WHICH YOU WERE REFERRED VIA THE SITE. YOU ACKNOWLEDGE AND AGREE THAT USE OF ANY DIETARY SUPPLEMENT PRODUCTS INVOLVES UNFORESEEABLE RISKS AND UNCERTAINTIES, INCLUDING, WITHOUT LIMITATION, THE RISKS OF: (A) INDIVIDUALS' BIOLOGICAL VARIATION AND RESPONSE TO HERBAL/BOTANICAL PRODUCTS; (B) PRODUCT INTERACTIONS WITH OTHER HERBAL AND DRUG INGREDIENTS; AND (C) OTHER HEALTH RISKS AND UNCERTAINTIES. Information on the Site is provided for informational purposes only, does not constitute medical or health-related advice, and is not intended to diagnose, treat, cure or prevent any disease or health problem. Statements made on the Site have not been evaluated by the FDA.

(f) Do Not Violate Third Party Intellectual Property Rights. Without limiting the foregoing, you shall not, and by using the Site you agree not to use the Site to: (i) transmit or post any Submissions that are copyrighted, unless you are the copyright owner or have obtained the permission of the copyright owner to transmit it; (ii) transmit or post any Submissions that reveal trade secrets, unless you own them or have the permission of the owner to so transmit them; or (iii) transmit or post any Submissions that infringe on any Intellectual Property Rights (as defined below) of others or violates the privacy or rights of publicity of others.

(g) Ownership. Metabolic Reset Clinic places content on the Site for you to examine from time to time including, without limitation, text, graphics, photographs, pictures, drawings, animation, audio, video, literature, and any other material distributed by Metabolic Reset Clinic on, through, or in connection with the Site. Moreover, Metabolic Reset Clinic attempts to display the content in a way that will be easily accessible and useful for you, the user. All content and materials on the Site including, without limitation, text, graphics, logos, button icons, images, audio clips, and software included in the Site and any services offered on the Site, are the property of Metabolic Reset Clinic, its sponsors, or business affiliates, and/or their respective licensors, and are subject to U.S. and international Intellectual Property Rights laws. The compilation of all content on the Site is the exclusive property of Metabolic Reset Clinic (unless otherwise indicated) and is protected by U.S. and international copyright and trademark laws. All software used on the Site is the property of Metabolic Reset Clinic or its licensors (or licensed by Metabolic Reset Clinic) and is subject to U.S. and international copyright laws. Except to the minimum extent otherwise expressly permitted under copyright law, no copying or exploitation of material from the Site is permitted except expressly in accordance with these Terms or with the express written permission of Metabolic Reset Clinic and any other applicable copyright owner. You acknowledge that you do not acquire any ownership rights by virtue of downloading copyrighted material from the Site. All rights not expressly granted hereunder are expressly reserved to Metabolic Reset Clinic.

**Warranty Disclaimer:**

THE CONTENT, SERVICES, INFORMATION, AND ACCESS TO THE SITE ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY AND NONINFRINGEMENT. METABOLIC RESET CLINIC DOES NOT WARRANT THAT ANY PART OF THE SITE WILL OPERATE UNINTERRUPTED OR ERROR-FREE, THAT EFFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT TRANSMISSION TO OR FROM THE SITE AND ACCESS TO THE SITE WILL BE UNINTERRUPTED, CONTINUOUS, OR ERROR-FREE. METABOLIC RESET CLINIC DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SITE IN TERMS OF ITS QUALITY, CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU SHOULD THEREFORE VERIFY ANY INFORMATION OBTAINED FROM THIS SITE BEFORE ACTING ON IT. ANY RELIANCE ON SITE CONTENT IS AT YOUR OWN RISK. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED, METABOLIC RESET CLINIC EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR THE ACCURACY, CONTENT, AVAILABILITY OF INFORMATION, PRODUCTS, SERVICES, OR MERCHANDISE FOUND ON THIRD PARTY SITES THAT LINK TO OR FROM THE SITE. METABOLIC RESET CLINIC DISCLAIMS ANY RESPONSIBILITY FOR PRODUCT OR SERVICE ORDERING FUNCTIONS, ORDER FULFILLMENT OR COMPLIANCE OF PRODUCTS OR SERVICES WITH ANY MANUFACTURER'S WARRANTIES OR SPECIFICATIONS. METABOLIC RESET CLINIC CANNOT BE HELD RESPONSIBLE FOR THE MATERIAL CONTAINED ON THIRD PARTY SITES AND/OR RELATED SERVICES NOR DOES METABOLIC RESET CLINIC MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE SECURITY OF ANY INFORMATION YOU MIGHT BE REQUESTED TO GIVE TO THIRD PARTY SITES.

**Limitation of Liability:**

YOUR USE OF THE SITE IS AT YOUR OWN RISK. TO THE FURTHEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES INCLUDING, WITHOUT LIMITATION, METABOLIC RESET CLINIC NEGLIGENCE, SHALL METABOLIC RESET CLINIC, ITS AFFILIATES, RELATED ENTITIES, VENDORS OR CONTENT PROVIDERS (COLLECTIVELY, THE "METABOLIC RESET CLINIC PARTIES") BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES INCLUDING, WITHOUT LIMITATION, DIRECT, SPECIAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, EXEMPLARY AND/OR INCIDENTAL DAMAGES THAT RESULT FROM YOUR USE OR INABILITY TO USE THE SITE, ANY CONTENT AND/OR ANY RELATED

SOFTWARE, EVEN IF METABOLIC RESET CLINIC OR AN AUTHORIZED METABOLIC RESET CLINIC REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING ELSE CONTAINED IN THESE TERMS, IN THE EVENT THE TERMS OF THIS SECTION, OR ANY PART OF THIS SECTION, SHALL BE HELD INVALID OR UNENFORCEABLE BY A COURT OF COMPETENT JURISDICTION, IN NO EVENT SHALL METABOLIC RESET CLINIC'S TOTAL LIABILITY TO YOU, OR ANYONE CLAIMING BY OR THROUGH YOU, FOR ANY DAMAGES, LOSSES, CLAIMS AND/OR CAUSES OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE EXCEED ONE HUNDRED DOLLARS (\$100). IF YOU LIVE IN A STATE THAT DOES NOT ALLOW THE WAIVER OF CERTAIN WARRANTIES, OR LIABILITY LIMITATIONS OR DAMAGES WAIVERS DESCRIBED IN THIS SECTION, SOME OF THESE PROVISIONS MAY NOT APPLY TO YOU. YOU AGREE TO PROMPTLY NOTIFY METABOLIC RESET CLINIC IN WRITING IF YOU BELIEVE YOU HAVE ANY CLAIM AGAINST THE METABOLIC RESET CLINIC PARTIES, AND, IN ANY EVENT, YOU AGREE THAT ANY CLAIM NOT BROUGHT WITHIN ONE YEAR AFTER IT ARISES (OR SUCH SHORTER PERIOD UNDER APPLICABLE STATUTES OF LIMITATION) SHALL BE WAIVED AND RELEASED.

#### Indemnification:

You shall indemnify, defend, and hold harmless Metabolic Reset Clinic and its sponsors, business affiliates, vendors, content providers, subsidiaries, related entities, affiliates, officers, directors, employees, attorneys, and agents, from and against any and all damages, claims, and actions brought by you or any third party resulting from (i) your use of the Site in violation of the Terms; (ii) your violation of law; or (iii) the infringement by you of any Intellectual Property Rights or any publicity, contract or privacy rights of any person or entity.

#### Termination:

The Terms are effective until terminated by Metabolic Reset Clinic. Metabolic Reset Clinic may terminate, restrict, or suspend all or part of your access to the Site and delete any Submissions, at any time, in its sole discretion, without prior notice to you and without any liability to you.

#### Governing Law & Arbitration:

The laws of the State of California (excluding any principles of conflicts of laws) govern your use of the Site, the services and these Terms. You agree that the parties shall settle any claim or dispute relating to these Terms by binding arbitration in Lafayette, CA under the Commercial Arbitration Rules of the American Arbitration Association. To the fullest extent permitted by applicable law, no arbitration under these Terms shall be joined to an arbitration involving any other party subject to these Terms, whether through class arbitration proceedings or otherwise. Notwithstanding the dispute resolution

requirements set forth above, for any injunctive relief relating to the access to, or use of, the Site including, without limitation, related services, you agree and hereby submit to the exclusive jurisdiction and venue of the appropriate state or federal courts located in Contra Costa County, California, U.S.A.

#### Waiver & Severability:

Furthermore, no delay or omission by Metabolic Reset Clinic to exercise any right or any noncompliance on your part with respect to the Terms shall impair any such right or be construed to be a waiver by Metabolic Reset Clinic. If any provision of the Terms is found by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction, provided, however, if such invalid or unenforceable provision may be modified so as to be valid and enforceable as a matter of law, such provision will be deemed to have been modified so as to be valid and enforceable to the maximum extent permitted by law.

#### Mobile Devices:

Some mobile devices may not be capable of accessing the Site in its entirety. Metabolic Reset Clinic is not responsible or liable for any errors, inaccuracies, faults, or failures arising from your attempts to access any portion of the Site using any mobile device. Furthermore, you agree that you alone are responsible for all access and connectivity charges imposed by your communications carrier in connection with your use of any mobile device.

#### Copyright Agent for Claims of Copyright Infringement:

Pursuant to the Digital Millennium Copyright Act, Metabolic Reset Clinic designates the agent below to receive notifications of claimed copyright infringement. If you reasonably believe that your work has been copied in a way that constitutes copyright infringement, you must provide to Metabolic Reset Clinic's designated agent all of the following information:

1. an electronic or physical signature of the owner or the person authorized to act on behalf of the owner of the copyright interest;
2. a description of the copyrighted work that you claim has been infringed;
3. a description of where the material that you claim is infringing is located on the Site;
4. your name, address, telephone number, and e-mail address;
5. a statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
6. a statement by you, made under penalty of perjury, that the information in your notification is accurate and that you are the copyright owner or authorized to act on behalf of the copyright owner.

Metabolic Reset Clinic's designated agent for notification is Lily Knapp who can be contacted here:

By Phone:  
1-844-699-6733

By E-mail:  
[team@metabolicresetclinic.com](mailto:team@metabolicresetclinic.com)

**Contract Electronically:**

You agree that the Terms, combined with your act of using the Site and/or the services offered on or through the Site have the same legal force and effect as a written contract with your written signature and satisfy any laws that require a writing or signature, including any applicable Statute of Frauds. You further agree that you shall not challenge the validity, enforceability or admissibility of the Terms on the grounds that it was electronically transmitted or authorized. In addition, you acknowledge that you have had the opportunity to print the Terms.

**Entire Agreement:**

The Terms constitute the entire agreement between you and Metabolic Reset Clinic related to your use of the Site. Any prior agreements, representations, statements, or negotiations with respect to the subject matter of the Terms are superseded by the Terms. You have not relied on any representations that may have been made by Metabolic Reset Clinic related to the Site.