

Be Your Thinner Self

dba Create Your Thinner Self

TERMS OF SERVICE

Effective Date: **May 25, 2018**

This website is owned and operated by Be Your Thinner Self

By visiting our websites and accessing the information, resources, services, products, and tools we provide (hereafter referred to as “Sites”), you understand and agree to accept and adhere to the following terms and conditions as stated in this policy (hereafter referred to as “Terms of Service”), along with the terms and conditions as stated in our Privacy Policy. We reserve the right to change this Terms of Service from time to time without notice. You acknowledge and agree that it is your responsibility to review this Terms of Service periodically to familiarize yourself with any modifications. Your continued use of our Sites after such modifications will constitute acknowledgment and agreement of the modified terms and conditions.

DESCRIPTION OF SERVICE

Be Your Thinner Self provides each Member with weight reduction information, coaching, tools, and products, that include, but are not limited to: online videos, emails with motivational quotes, private emails, coaching telephone calls, and a “Secret Facebook Group” for group accountability and interaction. The type and number of tools you may use depend on the type of membership account you have and your status as a Member or a Visitor. Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new Be Your Thinner Self tools and resources, shall be subject to the Terms of Service. To use the Service, you must obtain access to the World Wide Web, either directly or through devices that access web-based content and pay any service fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device. You also understand and agree that the Service may include advertisements and that these advertisements are necessary for Be Your Thinner Self to provide the Service. You also understand and agree that the Service may include certain communications from Be Your Thinner Self, such as service announcements, administrative messages, or the Be Your Thinner Self Newsletter, if any, and that these communications are considered part of Be Your Thinner Self membership and you will not be able to opt out of receiving them. Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new Be Your Thinner Self products and services, shall be subject to the Terms of Service. You agree not to access the Service by any means other than through the interfaces that are provided by Be Your Thinner Self for use in accessing the Service.

REGISTRATION

In order to use the membership Service, you must have a valid Be Your Thinner Self ID. To be a Member, you must provide Be Your Thinner Self with a credit card, billing and shipping information and other information ("Registration Data"). Members will choose a password and account designation during the Service's registration process. If you are using the Service as a User, you must also go through the registration process and provide the registration data requested. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify Be Your Thinner Self of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. Be Your Thinner Self cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 3. In consideration of use of the Service, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form, and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Be Your Thinner Self has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Be Your Thinner Self has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof). If you register to use the Service on a free-trial basis, you will also have to go through the registration process, including entering in your credit card. On the last day of the trial, if you have not cancelled the trial, the account will be automatically converted to a paid account and you will be billed for the Service. Users under 13 years of age are required to have a parent or guardian review and complete the registration process.

LINKS

These terms of use apply only to our websites, and not to the Sites of any other companies or organizations, including those we link to. We do not maintain, create, endorse, or take any responsibility for the content, advertising, products or other materials made available through any other site, including those we link to. Under no circumstances will we be held responsible or liable, directly or indirectly, for any loss or damage that is caused or alleged to have been caused to you in connection with your use of any content, goods or services available on any other site. Other Sites may link to our Sites by permission only. To seek our permission, you may contact us. We reserve the right to rescind any permission granted to you or any organization in which we approve linking to our Sites and require termination of any such link to our Sites, at our discretion at any time.

UPGRADES AND DOWNGRADES

You will have the ability to upgrade or downgrade the Service at any time during the term. Such upgrade or downgrade will take effect immediately. For any upgrade in or addition of services, the credit card that you provided as part of your Registration Data will automatically be charged a pro-rata amount for the additional or higher-level Service. For

any downgrade in service level, your account for the Service will be adjusted at the next billing interval. There will be no refunds or credits for partial months of service. The expiration/renewal date of Service will not change. Fees may not be credited towards other Services. All currency references are in U.S. dollars. Please note that downgrading your Service may cause the loss of content and/or features of your Services and Be Your Thinner Self does not accept any liability for such loss.

CANCELLATION AND TERMINATION

If you cancel the Service before the end of the term, your cancellation will take effect immediately. After cancellation, you will no longer have access to your account, including any website(s), lead information, or marketing tools and data. All information contained therein may be deleted by Be Your Thinner Self. Be Your Thinner Self accepts no liability for such deleted information or content. If you are a Visitor, the Member who invites you may request Be Your Thinner Self to, and Be Your Thinner Self may, terminate your Service at any time and for any reason. If your credit card is invalid for any reason, the Service may be cancelled, and all the information contained within deleted permanently. Be Your Thinner Self accepts no liability for information that is deleted due to an invalid credit card.

You agree Be Your Thinner Self, in its sole discretion, may terminate your password, and/or account, and remove and discard any Content within the Service, if you are a Member if Be Your Thinner Self believes that you have violated or acted inconsistently with the letter or spirit of the TERMS OF SERVICE. Any contracts, verbal or written or assumed, in conjunction with your deleted Services (as applicable) and all its parts, at Be Your Thinner Self's discretion, will be terminated as well. Be Your Thinner Self may also in its sole discretion and at any time, discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this TERMS OF SERVICE may be affected without prior notice and acknowledge and agree that Be Your Thinner Self may immediately deactivate or delete your data and files contained within your Member Account, as applicable. Be Your Thinner Self reserves the right to bar any further access to such data, files or the Service. You agree that Be Your Thinner Self shall not be liable to you or any third-party for any termination of your access to the Service. Paid accounts that are terminated will not be refunded. Upon Service cancellation, you may contract with Be Your Thinner Self to obtain an export of information contained within data files in your Member account.

CONTENT AND CONDUCT RULES AND OBLIGATIONS

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages, goods, products, services or other materials ("Content") are the sole responsibility of the person from which such Content originated. Be Your Thinner Self does not guarantee the accuracy, integrity or quality of such Content.

Under no circumstances will Be Your Thinner Self be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, transmitted or

otherwise made available via the Service. You acknowledge that Be Your Thinner Self does not pre-screen Content, but that Be Your Thinner Self and its designees shall have the right (but not the obligation) in their sole discretion to refuse or move any Content that is available via the Service. Without limiting the foregoing, Be Your Thinner Self and its designees shall have the right to remove any Content that violates the Terms of Service or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by Be Your Thinner Self or submitted to Be Your Thinner Self. You acknowledge and agree that Be Your Thinner Self may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the Terms of Service; (c) respond to claims that any Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of Be Your Thinner Self, its users and the public.

You understand that the technical processing and transmission of the Service, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

Should Content be found or reported to be in violation with, but not limited to, the following terms, it will be in Be Your Thinner Self's sole discretion as to what action should be taken.

You agree that you will not:

(a) upload, post, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy (up to, but not excluding any address, email, phone number, or any other contact information without the written consent of the owner of such information), hateful, or racially, ethnically or otherwise objectionable;

(b) harm minors in any way;

(c) impersonate any person or entity, including, but not limited to, a Be Your Thinner Self official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;

(d) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;

(e) upload, post or otherwise transmit any Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

(f) upload, post or otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright, rights of privacy or publicity, or other proprietary rights of any party;

(g) upload, post, or transmit unsolicited commercial email or "spam". This includes unethical marketing, advertising, or any other practice that is in any way connected with "spam", such as (a) sending mass email to recipients who haven't requested email from you or with a fake return address, (b) promoting a site with inappropriate links, titles, descriptions, or (c) promoting your site by posting multiple submissions in public forums that are identical;

(h) upload, post or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

(i) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;

(j) intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;

(k) "stalk" or otherwise harass another;

(l) promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals. This may include, without limitation, providing instructions on how to assemble bombs, grenades and other weapons or incendiary devices;

(m) offer for sale or sell any item, good or service that (a) violates any applicable federal, state, or local law or regulation, (b) you do not have full power and authority under all relevant laws and regulations to offer and sell, including all necessary licenses and authorizations, or (c) Be Your Thinner Self determines, in its sole discretion, is inappropriate for sale through the Service provided by Be Your Thinner Self;

(n) use the Service as a forwarding service to another website;

(o) exceed the scope of the Service that you have signed up for; for example, accessing and using the tools that you do not have a right to use, or deleting, adding to, or otherwise changing other peoples' content as a User. If any user is reported to be in violation with the letter or spirit of these terms, Be Your Thinner Self retains the right to terminate such account at any time without further warning.

RESALE OF SERVICE

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express permission by Be Your Thinner Self.

MODIFICATIONS TO SERVICE

Be Your Thinner Self reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice at any time. Notwithstanding the foregoing, Be Your Thinner Self will provide the Member written notice in the instance the Service is temporarily or permanently discontinued, and in the instance of temporary discontinuation, such written notice will include an anticipated date of Service restoration. You agree that Be Your Thinner Self shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

SERVICE INTERRUPTIONS

Be Your Thinner Self constantly monitors the Service and is able to detect Service interruptions and, if possible, will notify Customers of such interruption. Be Your Thinner Self also monitors the Service for technical defects which are repaired upon discovery, and if not repairable in a timely manner, Be Your Thinner Self may provide a workaround within the Service to ensure the Service remains available to Customers for use. In the instance a Customer experiences a technical glitch or service interruption, Customer may submit a ticket through our Support portal.

BE YOUR THINNER SELF'S PROPRIETARY RIGHTS

You acknowledge and agree that the Service and any necessary software used in connection with the Service contains proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in sponsor advertisements or information presented to you through the Service or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by Be Your Thinner Self or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service, in whole or in part.

Be Your Thinner Self does not want to receive confidential or proprietary information from you through the Service or by email. Unless otherwise agreed in writing by an authorized Be Your Thinner Self representative, any material, information or idea you transmit to Be Your Thinner Self by any means may be disseminated or used by Be Your Thinner Self or its affiliates without compensation or liability to you for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products. However, this provision does not apply to Content (as defined herein), or to personal information that is subject to our Privacy Policy.

LIMITATION OF LIABILITY

Under no circumstances, including but not limited to negligence, will we or any of our licensors or suppliers be liable for any special or consequential damages that result from use of, or the inability to use, the materials or information on our Sites, or any products or services provided pursuant to our Sites, even if advised of the possibility of such damages. Applicable law may not allow limitation or exclusion of liability or incidental or consequential damages (including but not limited to lost data), so the above limitation or exclusion may not apply to you. In no event shall the total liability to you by us or any of our licensors or suppliers for all damages, losses, and causes of action (whether in contract, tort, or otherwise) exceed the amount paid by you to us, if any, for accessing our Sites.

NO PROFESSIONAL ADVICE

The information contained in or made available through our Sites (including but not limited to information contained on message boards, in text files, or in chats) cannot replace or substitute for the services of trained professionals in the any field, including, but not limited to, medical, psychological, financial, therapeutic, or legal matters. In particular, you should regularly consult a doctor in all matters relating to physical or mental health, particularly concerning any symptoms that may require diagnosis or medical attention. Neither we nor our partners, or any of their affiliates, will be liable for any direct, indirect, consequential, special, exemplary or other damages that may result including but not limited to economic loss, injury, illness or death. You alone are responsible and accountable for your decisions, actions and results in life, and by your use of our Sites, you agree not to attempt to hold us liable for any such decisions, actions or results, at any time, under any circumstance. Be Your Thinner Self does not offer medical or psychological counseling. Before implementing any weight reduction program, you should consult with a qualified health or medical practitioner.

WEIGHT LOSS DISCLAIMER

As stipulated by law, we cannot and do not make any guarantees about your ability to lose weight with our ideas, information, tools or strategies. We don't know you and, besides, your results in life are up to you. Agreed? We just want to help by giving great content, direction, and strategies. What we can guarantee is your satisfaction; we give you a 45-day 100% satisfaction guarantee, so if you are not happy for any reason with the quality of our training, just ask for your money back. You should know that all products and services by our company are for educational and informational purposes only. **Nothing on any of our websites, or any of our content or curriculum is a promise or guarantee of weight loss results, and we do not offer any medical, psychological, or other professional advice.** You alone are responsible and accountable for your decisions, actions and results in life, and by your application here you agree not to attempt to hold us liable for your decisions, actions or results, at any time, under any circumstance.

PARENTAL PERMISSION

Our Service does not address anyone under the age of 18 (“Children”).

We do not knowingly collect personally identifiable information from anyone under the age of 18. If you are a parent or guardian and you are aware that your child has provided us with Personal Data, please contact us. If we become aware that we have collected Personal Data from children without verification of parental consent, we take steps to remove that information from our servers.

GENERAL

Notices to you may be made via either email or regular mail. The Service may also provide notices of changes to the Terms of Service or other matters by displaying notices or links to notices to you generally on the Service. If You are a publicly funded, non-profit educational institution, then our Agreement will be governed by the laws of the state where You are located. In all other cases, the Terms of Service and the relationship between you and Be Your Thinner Self shall be governed by the laws of the State of Minnesota without regard to its conflict of law provisions. You and Be Your Thinner Self agree to submit to the personal and exclusive jurisdiction of the courts located within Minneapolis, Minnesota. The failure of Be Your Thinner Self to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and Be Your Thinner Self and govern your use of the Service, superseding any prior agreements between you and Be Your Thinner Self (including, but not limited to, any prior versions of the Terms of Service). You also may be subject to additional terms and conditions that may apply when you use affiliate or other Be Your Thinner Self services, third-party content or third-party software. If any provision of the Terms of Service or incorporated documents are found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Service remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the Terms of Service are for convenience only and have no legal or contractual effect.

VIOLATIONS

Please report any violations of the Terms of Service to our david@dbmedansky.com

Copyright 2018 Be Your Thinner Self LLC. All rights reserved.