

# ALTERNATIVES FOR SELF HEALING— PRIVACY POLICY

This page informs you of our policies regarding the collection, use and disclosure of Personal Information we receive from users of the Site. We use your Personal Information only for providing and improving the Site. By using the Site, you agree to the collection and use of information in accordance with this policy.

## WHAT IS CONSIDERED PERSONAL INFORMATION?

Personal information refers to information such as your name, address, email address, geographic location, purchase history, gender, credit card information and browsing habits on our site.

## WHAT INFORMATION DO WE COLLECT?

We collect information from you when you register on the site, place an order, enter a contest or sweepstakes, respond to a survey or communication such as e-mail, or participate in another site feature.

When ordering or registering, we may ask you for your name, e-mail address, mailing address, phone number, credit card information or other information. You may, however, visit our site anonymously.

We also collect information about gift recipients so that we can fulfill the gift purchase.

Like many websites, we use cookies to enhance your experience and gather information about visitors and visits to our websites. Please refer to the do we use cookies section below for information about cookies and how we use them.

# WE MAY PROCESS THE FOLLOWING CATEGORIES OF PERSONAL DATA ABOUT YOU:

- **Communication Data** that includes any communication that you send to us whether that be through the contact form on our website, through email, text, social media messaging, social media posting or any other communication that you send us. We process this data for the purposes of communicating with you, for record keeping and for the establishment, pursuance or defense of legal claims. Our lawful ground for this processing is our legitimate interests which in this case are to reply to communications sent to us, to keep records and to establish, pursue or defend legal claims.
- **Customer Data** that includes data relating to any purchases of goods and/or services such as your name, title, billing address, delivery address, email address, phone number, contact details, purchase details and your card details. We process this data to supply the goods and/or services you have purchased and to keep records of such transactions. Our lawful ground for this processing is the performance of a contract between you and us and/or taking steps at your request to enter into such a contract.
- **User Data** that includes data about how you use our website and any online services together with any data that you post for publication on our website or through other online services. We process this data to operate our website and ensure relevant content is provided to you, to ensure the security of our website, to maintain back- ups of

our website and/or databases and to enable publication and administration of our website, other online services and business. Our lawful ground for this processing is our legitimate interests which in this case are to enable us to properly administer our website and our business.

- **Technical Data** that includes data about your use of our website and online services such as your IP address, your login data, details about your browser, length of visit to pages on our website, page views and navigation paths, details about the number of times you use our website, time zone settings and other technology on the devices you use to access our website. The source of this data is from our analytics tracking system. We process this data to analyze your use of our website and other online services, to administer and protect our business and website, to deliver relevant website content and advertisements to you and to understand the effectiveness of our advertising. Our lawful ground for this processing is our legitimate interests which in this case are to enable us to properly administer our website and our business and to grow our business and to decide our marketing strategy.
- **Marketing Data** that includes data about your preferences in receiving marketing from us and our third parties and your communication preferences. We process this data to enable you to partake in our promotions such as sales offers, affiliate offers, free contests with give-aways, to deliver relevant website content and advertisements to you and measure or understand the effectiveness of this advertising. Our lawful ground for this processing is our legitimate interests which in this case are to study how customers

use our products/services, to develop them, to grow our business and to decide our marketing strategy.

- We may use Customer Data, User Data, Technical Data and Marketing Data to deliver relevant website content and advertisements to you (including Facebook adverts or other display advertisements) and to measure or understand the effectiveness of the advertising we serve you. Our lawful ground for this processing is legitimate interests which is to grow our business. We may also use such data to send other marketing communications to you. Our lawful ground for this processing is either consent or legitimate interests (namely to grow our business).

## SENSITIVE DATA

We do not collect any Sensitive Data about you. Sensitive data refers to data that includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health and genetic and biometric data. We do not collect any information about criminal convictions and offenses.

## MARKETING COMMUNICATIONS

Our lawful ground of processing your personal data to send you marketing communications is either your consent or our legitimate interests (namely to grow our business).

Under the Privacy and Electronic Communications Regulations, we may send you marketing communications from us if (i) you made a purchase or asked for information from us about our goods or services or (ii) you agreed to receive marketing communications and in each case you have not opted out of receiving such communications since. Under these regulations, if you are a limited company, we may send you marketing emails without your consent.

However you can still opt out of receiving marketing emails from us at any time.

You can ask us or third parties to stop sending you marketing messages at any time simply by unsubscribing from emails via the unsubscribe button which can be found at the bottom of each email or by sending [support@alternativesforselfhealing.com](mailto:support@alternativesforselfhealing.com) an email with your request to stop receiving emails.

If you opt out of receiving marketing communications this opt-out does not apply to personal data provided as a result of other transactions, such as purchases, warranty registrations etc.

## DISCLOSURE OF YOUR PERSONAL DATA:

We may have to share your personal data with the parties set out below:

- Service providers who provide IT and system administration services.
- Professional advisers including lawyers, bankers, auditors and insurers.
- Government bodies that require us to report processing activities.
- 3rd party technology platforms and advertisers that support the running and growth of Lori Kennedy Inc.

We require all third parties to whom we transfer your data to respect the security of your personal data and to treat it in accordance with the law. We only allow such third parties to process your personal data for specified purposes and in accordance with our instructions.

## HOW DO WE USE YOUR INFORMATION?

We may use the information we collect from you when you register, purchase products, enter a contest or promotion, respond to a survey or marketing

communication, surf the website, or use certain other site features in the following ways:

To personalize your site experience and to allow us to deliver the type of content and product offerings in which you are most interested.

To allow us to better service you in responding to your customer service requests. To quickly process your transactions.

To administer a contest, promotion, survey or other site feature.

If you have opted-in to receive our email newsletter, free challenges, or a free ebook, we will send you educational and marketing emails.

If you would no longer like to receive promotional email from us, please refer to the “How can you opt-out, remove or modify information you have provided to us?” section below.

If you have not opted-in to receive email newsletters, you will not receive these emails.

Visitors who register or participate in other site features such as marketing programs and ‘members-only’ content will be given a choice whether they would like to be on our email list and receive e-mail communications from us.

## DATA SECURITY

We have put in place security measures to prevent your personal data from being accidentally lost, used, altered, disclosed, or accessed without authorisation. We also allow access to your personal data only to those employees and partners who have a business need to know such data. They will only process your personal data on our instructions and they must keep it confidential.

We have procedures in place to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach if we are legally required to.

## DATA RETENTION

We will only retain your personal data for as long as necessary to fulfill the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

When deciding what the correct time is to keep the data for we look at its amount, nature and sensitivity, potential risk of harm from unauthorized use or disclosure, the processing purposes, if these can be achieved by other means and legal requirements.

For tax purposes the law requires us to keep basic information about our customers (including Contact, Identity, Financial and Transaction Data) for seven years after they stop being customers.

In some circumstances we may anonymise your personal data for research or statistical purposes in which case we may use this information indefinitely without further notice to you.

## COOKIES

As you browse Alternatives for Self Healing, advertising cookies will be placed on your computer so that we can understand what you are interested in.

Cookies are files with a small amount of data, which may include an anonymous unique identifier. Cookies are sent to your browser from a web site and stored on your computer's hard drive. To opt out of cookies, find and select the settings tab of your internet browser and click "block third party cookies and site data" or de-select the "accept cookies" box.

## ORDERING PRODUCTS ON OUR SITE

We will request information from you on our order forms for purchase of products. To buy from us, you must provide contact information (like name and shipping address) and financial information (like credit card number, expiration date). This information is used for billing purposes and to fill your orders. If we have trouble processing an order, we'll use this information to contact you.

## HOW DO WE PROTECT VISITOR INFORMATION?

We implement a variety of security measures to maintain the safety of your personal information. Your personal information is contained behind secured networks and is only accessible by a limited number of persons who have special access rights to such systems, and are required to keep the information confidential. When you place orders or access your personal information, we offer the use of a secure server. All sensitive/credit information you supply is transmitted via Secure Socket Layer (SSL) technology and then encrypted into our databases to be only accessed as stated above.

## DO WE DISCLOSE THE INFORMATION WE COLLECT TO OUTSIDE PARTIES?

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information unless we provide you with advance notice, except as described below. It does not include website hosting partners and other parties who assist us in operating our website, conducting our business, or servicing you, so long as those parties agree to keep this information confidential. We may also release your information when we believe release is appropriate to comply with the law, enforce our site policies, or protect ours or others' rights, property, or safety.

However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

## HOW CAN YOU OPT-OUT, REMOVE OR MODIFY INFORMATION YOU HAVE PROVIDED TO US?

To modify your email subscriptions, you can find an unsubscribe link at the bottom of each email. Please note that due to email production schedules you may receive any emails already in production. Please note that we may

maintain information about an individual sales transaction in order to service that transaction and for record keeping.

## THIRD PARTY LINKS

In an attempt to provide you with increased value, we may include third party links on our site. These linked sites have separate and independent privacy policies. We, therefore, have no responsibility or liability for the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our site and welcome any feedback about these linked sites (including if a specific link does not work).

## YOUR ACCESS TO AND CONTROL OVER INFORMATION

You may opt out of any future contacts from us at any time. You can do the following at any time by contacting us via the email address or phone number given on our website:

- See what data we have about you, if any.
- Change/correct any data we have about you.
- Have us delete any data we have about you.
- Express any concern you have about our use of your data.

## CHANGES TO OUR POLICY

If we decide to change our privacy policy, we will post those changes on this page. Policy changes will apply only to information collected after the date of the change. This policy was last modified on September 20, 2022..

## ONLINE PRIVACY POLICY

This privacy policy refers only to information collected through our websites, and does not apply to information collected in person at events, coaching calls or social media.

## YOUR CONSENT

In using our site, you agree to our privacy policy.

## QUESTIONS AND FEEDBACK

We welcome your questions, comments, and concerns about privacy. Please send us any and all feedback pertaining to privacy, or any other issue via email at: [support@alternativesforselfhealing.com](mailto:support@alternativesforselfhealing.com)

### **Terms & Conditions**

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE. All users of this site agree that access to and use of this site is subject to the following terms and conditions and other applicable law. If you do not agree to these terms and conditions, please do not use this site.

## TERMS AND CONDITIONS

The Website Standard Terms And Conditions contained herein on this webpage, shall govern your use of this Website, including all pages within this Website (collectively referred to herein below as this “Website”). These Terms apply in full force and effect to your use of this Website and by using this Website, you expressly accept all terms and conditions contained herein in full. You must not use this Website, if you have any objection to any of these Website Standard Terms And Conditions.

# COPYRIGHT

The entire content included in this Website including but not limited to text, graphics or code is copyrighted as a collective work under the USA and other copyright laws, and is the property of Alternatives for Self Healing. The collective work includes works that are licensed to Alternatives for Self Healing, ALL RIGHTS RESERVED. Permission is granted to electronically copy and print hard copy portions of this Website for the sole purpose of placing an order with Alternatives for Self Healing, or purchasing products from Alternatives for Self Healing.

You may display and, subject to any expressly stated restrictions or limitations relating to specific material, download or print portions of the material from the different areas of the Website solely for your own non-commercial use, or to place an order with Alternatives for Self Healing or to purchase Alternatives for Self Healing products. Any other use, including but not limited to the reproduction, distribution, display or transmission of the content of this Website is strictly prohibited, unless authorized by Alternatives for Self Healing. You further agree not to change or delete any proprietary notices from materials downloaded from the Website.

# TRADEMARKS

All trademarks, service marks and trade names of Alternatives for Self Healing used on the Website are trademarks or registered trademarks of Alternatives for Self Healing

# WARRANTY DISCLAIMER

This Website and the materials and products on this Website are provided “as is” and without warranties of any kind, whether express or implied. To the fullest extent permissible pursuant to applicable law, Alternatives for Self Healing disclaims all warranties, express or implied, including, but not limited

to, implied warranties of merchantability and fitness for a particular purpose and non-infringement. Alternatives for Self Healing does not represent or warrant that the functions contained in the Website will be uninterrupted or error-free, that the defects will be corrected, or that this Website or the server that makes the Website available are free of viruses or other harmful components. Alternatives for Self Healing does not make any warranties or representations regarding the use of the materials in this Website in terms of their correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise. Some states do not permit limitations or exclusions on warranties, so the above limitations may not apply to you.

## LIMITATION OF LIABILITY

Alternatives for Self Healing shall not be liable for any special or consequential damages that result from the use of, or the inability to use, the materials on this Website or the performance of the products, even if Alternatives for Self Healing has been advised of the possibility of such damages. Applicable law may not allow the limitation of exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you.

## FOR EDUCATIONAL AND INFORMATIONAL PURPOSES ONLY

The information provided in or through this Website is for educational and informational purposes only and solely as a self-help tool for your own use.

## MEDICAL DISCLAIMER

All content found on the AlternativesforSelfHealing.com Website and The Gut Revolution Program, including: text, images, audio, or other formats were

created for informational purposes only. Offerings for alternative and holistic health education are clearly identified and the appropriate target audience is identified. Alternatives for Self Healing and The Gut Revolution Program in no way endorses any outside companies or resources unless stated otherwise.

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 this Website.

If you think you may have a medical emergency, call your doctor, go to the emergency department, or call 911 immediately. Alternatives for Self Healing does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on AlternativesforSelfHealing.com or as part of The Gut Revolution Program. Reliance on any information provided by AlternativesforSelfHealing.com, The Gut Revolution Program, Alternatives for Self Healing employees, contracted writers, or medical professionals presenting content for publication to Alternatives for Self Healing is solely at your own discretion.

The Site may contain health- or medical-related materials or discussions regarding sexually explicit disease states. If you find these materials offensive, you may not want to use our Site. The Site and its Content are provided on an "as is" basis.

Bioenergetic testing is NOT Lab testing. Alternatives for Self Healing does NOT diagnose or treat. This testing utilizes bioresonance to allow balance in the body. Settings are set to Causal, meaning this testing does not search every deficiency or everything that could be helpful, it looks for energetic signatures that will help balance root-cause issues.

Energetic imprints offer information which the body can utilize as part of its natural tendency toward health. It can also discard this information. The imprints cannot force the body to do anything.

Links to educational content not created by Alternatives for Self Healing as part of The Gut Revolution Program are taken at your own risk. Alternatives for Self Healing is not responsible for the claims of external websites and education companies.

## PERSONAL RESPONSIBILITY

You aim to accurately represent the information provided to us on or through our Website. You acknowledge that you are participating voluntarily in using our Website and that you are solely and personally responsible for your choices, actions and results, now and in the future. You accept full responsibility for the consequences of your use, or non-use, of any information provided on or through this Website, and you agree to use your own judgment and due diligence before implementing any idea, suggestion or recommendation from our Website to your life, family or business.

## CODE OF CONDUCT

You may not use Alternatives for Self Healing for any illegal or unauthorized purpose. In addition to the laws of the California, USA, you also agree to comply with all local laws that apply to your use of the Website. You may not use the Website in any manner which could disable, overburden, damage, or impair the Website, or interfere with any other party's use and enjoyment of the Website. You agree that you are responsible for your own conduct and communications while using the Website and for any consequences of that use. You agree that when using the Website, you will not post or upload any inappropriate, promotional, defamatory, destructive, obscene, or unlawful content; defame, abuse, harass, or otherwise violate the legal rights (such as rights of privacy and publicity) of others or upload dangerous or harmful files.

Alternatives for Self Healing reserves the right to remove individuals from our community in instances of misconduct.

## NO GUARANTEES

Alternatives for Self Healing is to support and assist you in reaching your own goals, but your success depends primarily on your own effort, motivation, commitment and follow-through. Alternatives for Self Healing cannot predict and does not guarantee that you will attain a particular result, and you accept and understand that results differ for each individual. Each individual's results depend on his or her unique background, dedication, desire, motivation, actions, and numerous other factors. You fully agree that there are no guarantees as to the specific outcome or results you can expect from using the information you receive on or through this Website.

## PURCHASES AND SUBSCRIPTIONS

If you wish to purchase any product or service made available through the Website ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your name, phone number, email address, physical address, credit card information and geographic location. Please view our Privacy Policy for more information on how we use your personal information. Some parts of the Service are billed on a subscription basis as outlined on the sales and check out pages of the product. You will be billed in advance on a recurring basis as per the subscription agreement.

## EARNINGS DISCLAIMER

Any earnings, income statements or examples shown through our Website are only estimates of what might be possible now or in the future. There can be no assurance as to any particular financial outcome based on the use of

our Website. You agree that Denise Valle or Alternatives for Self Healing are not responsible for your earnings, the success or failure of your personal or business decisions, the increase or decrease of your finances or income level, or any other result of any kind that you may have as a result of information presented to you through our Website. You are solely responsible for your results.

## INDEMNIFICATION AND RELEASE OF CLAIMS

You hereby fully and completely hold harmless, indemnify and release Alternatives for Self Healing and any of its agents, consultants, affiliates, team members, joint venture partners, employees, shareholders, directors, staff, team members, or anyone otherwise affiliated with the business from any and all causes of action, allegations, suits, claims, damages, or demands whatsoever, in law or equity, that may arise in the past, present or future that is in any way related to our Website.

## ERRORS AND OMISSIONS

Although every effort is made to ensure the accuracy of information shared on or through this Website, the information may inadvertently contain inaccuracies or typographical errors. You agree that Alternatives for Self Healing is not responsible for the views, opinions, or accuracy of facts referenced on or through the Website, or of those of any other individual or company affiliated with our business or Denise Valle in any way. Because scientific, technology and business practices are constantly evolving, you agree that Alternatives for Self Healing is not responsible for the accuracy of our Website, or for any errors or omissions that may occur.

# NO ENDORSEMENT

References or links in our Website to the information, opinions, advice, programs, products or services of any other individual, business or entity does not constitute our formal endorsement. Alternatives for Self Healing is merely sharing information for your own self-help. Alternatives for Self Healing is not responsible for the Website content, blogs, e-mails, videos, social media, programs, products and/or services of any other person, business or entity that may be linked or referenced in our Website. Conversely, should our Website link appear in any other individuals, businesses or entities Website, program, product or services, it does not constitute our formal endorsement of them, their business or their Website either.

# AFFILIATES

From time to time, we may promote, affiliate with, or partner with other individuals or businesses whose programs, products and services align with mine. There may be instances when we promote, market, share or sell programs, products or services for other partners and in exchange we may receive financial compensation or other rewards. Alternatives for Self Healing is highly selective and only promotes the partners whose programs, products and/or services we respect. At the same time, you agree that any such promotion or marketing does not serve as any form of endorsement whatsoever. You are still required to use your own judgment to determine that any such program, product or service is appropriate for you. You are assuming all risks, and you agree that Alternatives for Self Healing is not liable in any way for any program, product or service that I may promote, market, share or sell on or through our Website.

# VARIATION

Alternatives for Self Healing shall have the right in its absolute discretion at any time and without notice to amend, remove or vary the Services and/or any page of this Website.

## COMPLAINTS

Alternatives for Self Healing offers support to our clients and a complaints handling procedure which we will use to try to resolve disputes when they first arise, with a solution that is mutually agreeable to both the client and Alternatives for Self Healing. Please let us know if you have any complaints or comments at [support@alternativesforselfhealing.com](mailto:support@alternativesforselfhealing.com)

## SEVERABILITY

If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

## ENTIRE AGREEMENT

These Terms, including any legal notices and disclaimers contained on this Website, constitute the entire agreement between Alternatives for Self Healing and you in relation to your use of this Website, and supersede all prior agreements and understandings with respect to the same.

By using our Website you are agreeing to all parts of the above Disclaimer. If you have any questions about this Disclaimer, please contact [support@alternativesforselfhealing.com](mailto:support@alternativesforselfhealing.com).

# GUARANTEE & REFUND

The Gut Revolution program operates outside the insurance reimbursement model, including private or commercial insurance and Medicare. The Gut Revolution program only operates on a private pay model where the Client is 100% responsible for all the finances required. Any membership or program or coaching or consult or products offered by The Gut Revolution program is not considered health insurance.

We want to help you live in your peak state of health for the rest of your life. It is our goal that during our time of partnering together, you are completely satisfied with the results you receive and that are rendered. Please review our Refund Policy below to ensure that you understand the terms of partnering with Alternatives for Self Healing ("Provider").

## **Consultations and Lab Orders**

Due to the value of our time and nature of our business as a wellness service company, lab orders and missed consultations cannot be refunded. We require at least 24-hour notice to reschedule a consultation without forfeiting the initial consultation investment. If a consultation is canceled or an attempt to reschedule is made with less than 24-hour notice, Provider reserves the right not to issue a refund for the missed consultation. Initial consults that are missed or canceled in less than 24-hours will not be refunded. If you want to reschedule you will be charged for another consultation. For any health participants enrolled in our programs, a \$497 fee will be charged for no shows or cancellations in less than 24-hours.

## **Health Programs**

The Gut Revolution deposits are non-refundable. The entire program is released upon payment received, and as such, there are no refunds due to the digital content access. No refunds are available for students who are on a payment plan. Refunds will not be given for partially completed or abandoned programs where you have missed one or more consultations.

## **Supplements**

Due to health and safety regulations, supplements can only be refunded on a case by case basis. Some supplements cannot be resold once opened or after a certain period of shelf life. Refrigerated items cannot be returned. Pre-approval is required on all returns. A 10% handling/product coordination fee of purchase price, less shipping and handling may be refunded on unopened and non-refrigerated items. Special orders cannot be returned. Be advised that there may be additional return policy requirements not listed here that are required by the specific supplement vendors. If you ever find that you need a refund for supplements, please contact us regarding your specific situation and we will do our very best in serving you.

# PROGRAM ACCESS

Upon completion of the Program you will have access to The Gut Revolution Program content for 3 weeks. Two weeks after completion you will be removed from the Facebook Group and Coaching calls.

## CALL CANCELLATION/ NO SHOW

### **Consultations and Lab Orders**

Due to the value of our time and nature of our business as a wellness service company, lab orders and missed consultations cannot be refunded. We require at least 24-hour notice to reschedule a consultation without forfeiting the initial consultation investment. If a consultation is canceled or an attempt to reschedule is made with less than 24-hour notice, Provider reserves the right not to issue a refund for the missed consultation. Initial consults that are missed or canceled in less than 24-hours will not be refunded. If you want to reschedule you will be charged for another consultation. For any health participants enrolled in our programs, a \$497 fee will be charged for no shows or cancellations in less than 24-hours.

## DECLINED PAYMENT

If a payment is declined, you will be contacted to bring your account up to good standing. If it is not brought to good standing within 3 days you will lose access to The Gut Revolution Program.

## OFFICE HOURS & CUSTOMER SERVICE

Alternatives for Self Healing is available Monday through Friday from 9am to 5pm PST excluding National Holidays (USA). To contact Customer Service you can email [support@alternativesforselfhealing.com](mailto:support@alternativesforselfhealing.com) or call +1 (909) 828-1620. Please allow up to 48 hours for a reply Monday through Thursday and up to 72 hours Friday through Sunday. If you are having a medical emergency, please call 911 or go to your nearest hospital for care.

## COMPLAINTS & COMMUNICATION

If you would like to file a formal complaint or have any questions or concerns outside of the Facebook Group, please contact Alternatives for Self Healing during the normal business hours of Monday through Friday from 9am to 5pm PST excluding National Holidays (USA). To contact Customer Service you can email [support@alternativesforselfhealing.com](mailto:support@alternativesforselfhealing.com) or call +1 (909)

828-1620. Please allow up to 48 hours for a reply Monday through Thursday and up to 72 hours Friday through Sunday.

If you are having a medical emergency, please call 911 or go to your nearest hospital for care.

## **OUR GOAL/SERVICES**

When a Client seeks The Gut Revolution with Alternatives for Self Healing (“Provider”) and we accept the Client, it is essential for both of us to be working toward the same objective. The Gut Revolution program has one goal. It is important for each Client to understand both the objective and the methods that will be used to attain it. This will prevent confusion and/or disappointment.

Our goal is to locate, analyze and help Clients correct interferences to the cellular structure. Interferences come from cellular toxicities and deficiencies. Although most doctors use lab testing to diagnose and treat specific conditions, this is not your Health Coach’s goal. The sole purpose for lab testing is to locate physiological abnormalities primarily through nutrient deficiencies and toxicities within the body that may be interfering with normal cellular function. Many of these interferences are only made evident through advanced lab testing, which allows our team to have a better understanding of what is happening within each Client’s body on the cellular level. Cells are the most foundational aspect of the human body and play an extremely important role in the function of the entire body. Your Health Coach’s goal is to help remove the interferences within the body so that you can function at your maximum health potential. Maximum potential varies from one person to another.

Particularly, we focus on advanced cellular bionutrition and detoxification. This means that our approach to health is to help Clients live a lifestyle that provides the cell with the best environment possible so that nutrients can easily get into the cell and so that toxins can easily leave the cell. This includes reducing cellular toxicity and inflammation, which have been linked to some of the most common chronic conditions. It also helps the individual maximize their overall health and wellbeing. Our primary methods consist of lifestyle changes through nutrition, physical activity, psychological strategies as well as supplementation. Our methods have often resulted in weight loss, increased energy, elimination of chronic conditions and symptoms as well as a significant improvement in the Client’s health and wellbeing. While these results are typical, each person is different

and we do not and cannot promise or guarantee any specific outcomes as a result of our coaching.

We DO NOT diagnose conditions or disease.

We offer NO treatment of conditions or disease.

We promise NO cure from any condition or disease.

If during the course of your The Gut Revolution program we encounter any unusual findings, we will advise you. If you desire advice, diagnosis or treatment for those findings, we will recommend that you seek the services of a health care provider who specializes in that area. We DO NOT offer advice regarding treatment prescribed by others. OUR ONLY OBJECTIVE is to eliminate interferences to the cellular structure.

## **TERMS AND CONDITIONS OF USE AND ACCEPTANCE**

1. **Account Enrollment, Eligibility and Security.** In order to access the website and services (e.g. agreeing to participate in a The Gut Revolution program, accessing your Client account in any other platform(s), you represent and warrant that you are of legal age to sign a binding contract and possess the legal right and ability, on behalf of yourself or a minor child of whom you are a parent or legal guardian, to agree to these Terms and Conditions of Use (Terms of Use), register for the services under your own name and to use the services in accordance with this Terms of Use and abide by the obligations hereunder. You agree to fully, completely, accurately and truthfully create your The Gut Revolution account, including, but not limited to, your name, mailing address, phone number, email and password. Your username and password are personal to you and you are solely responsible for maintaining their confidentiality, and for all activities that occur under such username and password. You agree to prohibit anyone else from using your user name and password, and you agree to immediately notify Alternatives for Self Healing by email and phone of any actual or suspected unauthorized use of your The Gut Revolution account or other security concerns of which you become aware.

To permit you to access Provider services on behalf of a minor child of whom you are a parent or legal guardian, you may establish a dependents under your name. Any such subaccount is subject to these Terms of Use and Privacy Notice.

In order to determine your compliance with these Terms of Use we reserve the right, but not the obligation, to monitor your access to and the use of the website and the services. Provider may, in its sole discretion, refuse to provide the services to you due to your noncompliance with these Terms of Use or any other actual or potential misuse of your account or the services. We recommend that you do not access your account or the Services from a public computer. In no event and under no circumstances shall we be liable to you for any damages arising out of the use of the Provider website, Provider services, your account information, or the release of your account information to third parties. Provider recommends that you do not store your account password through your web browser or other software.

2. **Fraud Prevention and Security.** Alternatives for Self Healing in partnership with may contact you by telephone, mail, or email to verify your account information. We may request further information from you and you agree to provide such further information to ensure you have not fraudulently created your account. If you do not provide this information in the manner requested within fourteen (14) days of the request, Provider reserves the right to suspend, discontinue or deny your access to and use of the website and services, until the information is provided by the Client as requested.
3. **Protected Health Information.** Your Protected Health Information (PHI) is for you to enter, store and access your personal health information online, including health history, current health conditions, symptoms, complaints, allergies and medications, and for your Health Coach to record the results of his/her coaching encounters with you in accordance with his/her obligations under applicable state and federal law with regard to creating and maintaining your record. Any information provided as part of a video and/or telephone consultation becomes part of your PHI. You agree to provide accurate, current and complete information about yourself for your PHI, to periodically review and to update such information as needed to keep it accurate, current and complete. For additional information regarding use of your PHI, please see our Privacy Notice.
4. It is your responsibility to confirm any third party information, or information regarding a minor child of whom you are a parent or legal guardian, in your PHI. Provider is not responsible for maintaining data arising from use of the services. Subject to retention and destruction requirements imposed by law, Provider reserves the right to maintain, delete or destroy all communications and materials posted or uploaded to the Provider pursuant to its internal record retention and/or destruction policies. Please note that it is solely your Health Coach's obligation to use and disclose the information included in your PHI in accordance with applicable state and federal law, including, without limitation,

obtaining any consents or authorizations that may be required for your information to be shared with other health care providers. However, by requesting a consultation through Alternatives for Self Healing, you agree to disclose the contents of your complete PHI to the Health Coach who will conduct your consultation.

5. **Limitations on Use.** You agree that you will not use the website or services in any unlawful way and/or for any unlawful purpose. You will not post or transmit a message under a false name, or use the network resources of any of the platforms used by your coach, (by way of example only, practicebetter.io, Skype, G-suite's, Google Drive, Google "Meet", Zoom, telephone, FaceTime, WhatsApp, Facebook, Chat, or any other communication platform or communication rail) to impersonate another person or misrepresent authorization to act on behalf of others. All messages transmitted should correctly identify the sender. You may not alter the attribution of origin in electronic mail messages or posting. You will not allow another person or entity to use your account, username or password to access or use the Services. You will not attempt to undermine the security or integrity of computing systems or networks of Provider, its partners, or those accessed through or with their product, and must not attempt to gain unauthorized access. You may not harvest or collect PHI about any other individual who uses the service. You may not post or transmit any data, materials, content or information which is threatening, false, misleading, abusive, libelous, pornographic or profane, or that contains or promotes any virus, worm, Trojan horse, time bomb or other computer programming or code that is designed or intended to damage, destroy, intercept, download, interfere, manipulate, or otherwise interrupt or expropriate the website or the services. You may not tamper, hack, spoof, copy, modify, or otherwise corrupt the administration, security or proper function of the Provider website or the services. You will not use robots or scripts with the website. You will not attempt to reverse engineer, reverse assemble, reverse compile, decompile, disassemble, translate or otherwise alter, defraud or create false results from any executable code, or information on or received by this website. You agree to have anti-virus and/or anti-spyware software running that is set to override the Internet browser's cookie setting.

You further agree that any information you provide or use on any associated or recommended websites, and your use of the PHI platforms or services will not infringe or facilitate infringement on any copyright, patent, trademark, trade secret, or other proprietary, publicity, or privacy rights of any party, including such

rights of third parties.

6. **Operational Functionality.** Alternatives for Self Healing reserves complete and sole discretion with respect to the operation of the Provider' services. Providers may, among other things, withdraw, suspend or discontinue any functionality or feature of the services. We are not responsible for transmission errors or corruption or compromise of information carried over local or interchange telecommunications carriers. Other than as required by applicable law, Provider is not responsible for maintaining information arising from use of the website or in respect of the services.
7. **Intellectual Property.** With the exception of your PHI and the proprietary software and other communication rails, Provider retains all right, title and interest in and to Provider the website, the services and any Information, products, documentation, software or other materials on the website, and any patent, copyright, trade secret, trademark, service mark or other intellectual property or proprietary right in any of the foregoing, except for information on the website licensed to Provider in which the licensor retains all right, title and interest. The information available through the website and the services is the property of Alternatives for Self Healing, or if licensed by Alternatives for Self Healing, the licensor.

You agree that you will not store, copy, modify, rent, lease, loan, sell, distribute, transfer, transmit, display, reverse engineer, reverse assemble, or otherwise attempt to discover any programming code or any source code used in or with the services. You may not sell, assign, sublicense, grant a security interest in or otherwise attempt to transfer any right in the services (which includes its software and documentation and protocols), create derivative works based on or in any manner commercially exploit the services, in whole or in part. You agree that violations by you, or any other person or entity, of these copyrights, trade secrets, patents, other intellectual property protections, or the terms of the Terms of Use will be prosecuted to the fullest extent of the law in the federal and state courts located in [State]. Whether a violation of any policies or Terms of Use has occurred is at the sole discretion of Alternatives for Self Healing. Nothing contained on the website should be construed as granting, by implication, estoppels, waiver or otherwise, any license or right to use any trademarks, service marks or logos displayed on the website without the written grant thereof by Alternatives for Self Healing or the third party owner of such trademarks, service marks and logos. The website may contain other proprietary notices and copyright information, the terms of which you must and agree to follow.

8. **Legal Notices and Disclaimers.** YOU ACKNOWLEDGE THAT YOUR USE OF THE ALTERNATIVES FOR SELF HEALING SERVICES IS AT YOUR SOLE RISK, AND THAT YOU ASSUME FULL RESPONSIBILITY FOR ALL RISK ASSOCIATED THEREWITH. ALL INFORMATION, PRODUCTS OR SERVICES CONTAINED ON OR PROVIDED THROUGH THESE SERVICES AND ASSOCIATED WEBSITES AND PLATFORMS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW ALTERNATIVES FOR SELF HEALING AND ITS SHAREHOLDERS, AFFILIATES, DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES OR OTHER REPRESENTATIVES (COLLECTIVELY, "AFFILIATES") HEREBY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND FREEDOM FROM COMPUTER VIRUS STRAINS. WITHOUT LIMITING THE FOREGOING, ALTERNATIVES FOR SELF HEALING AND ITS AFFILIATES MAKE NO WARRANTY AS TO THE RELIABILITY, ACCURACY, TIMELINESS, USEFULNESS, ADEQUACY, COMPLETENESS OR SUITABILITY OF THE PRODUCTS AND SERVICES PROVIDED HEREUNDER. ALTERNATIVES FOR SELF HEALING MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT: THE SATISFACTION OF GOVERNMENT REGULATIONS REQUIRING DISCLOSURE OF INFORMATION ON VITAMINS, SUPPLEMENTS, AMINO ACIDS OR ANY OTHER NUTRITIONAL PRODUCTS; OR ANY TREATMENT, ACTION OR APPLICATION OR PREPARATION OF SUPPLEMENTS OR NUTRITIONAL PRODUCTS BASED ON INFORMATION.

Furthermore, the The Gut Revolution program is not a substitute for your Primary Care Provider. You agree to contact your Primary Care Provider immediately should your condition change or your symptoms worsen. If you require urgent care, you should contact your local emergency services immediately. You acknowledge and agree that Alternatives for Self Healing does not provide medical advice, diagnosis, or treatment, but strictly provides coaching as described in the Health Coaching Policy and the Terms of Acceptance.

9. **Content Disclaimers.** No information found or discussed during The Gut Revolution or found on associated or recommended website(s) should be relied on as professional medical advice. Nothing contained in this website should be construed, directly or indirectly, as the practice of medicine or providing medical services by Alternatives for Self Healing. The information and services provided on or through The Gut Revolution are intended solely as general educational material. Always seek the advice of your primary care provider or other qualified

healthcare provider concerning questions you have regarding a medical condition, and before starting, stopping or modifying any treatment or medication. Never delay obtaining medical advice or disregard medical advice because of something you have or have discussed through The Gut Revolution or read on any associated or recommended website(s). Alternatives for Self Healing makes no warranties or representations as to the accuracy of the information provided on any associated or recommended website(s), and assumes no responsibility for any consequences relating directly or indirectly to any action or inaction you take based upon the information and material during The Gut Revolution or recommended from The Gut Revolution, directly or indirectly. You assume the entire risk of loss in using The Gut Revolution and information contained in The Gut Revolution and you assume the entire risk of loss in using any information in any associated documents or websites recommended to you or associated with your The Gut Revolution program.

10. **Communications.** You acknowledge that communications with the Health Coach or Alternatives for Self Healing using email, facsimile, video chat, instant messaging, and cell phone or any other communication rail are not guaranteed to be secure or confidential methods of communications. As such, you expressly waive Alternatives for Self Healing's obligation to guarantee confidentiality with respect to correspondence using such means of communication. You acknowledge that all such communications become part of your PHI. The Client acknowledges that:

- E-mail is not necessarily a secure medium for sending or receiving PHI and, there is always a possibility that a third party may gain access;
- Although Alternatives for Self Healing will make all reasonable efforts to keep e-mail communications confidential and secure, neither Alternatives for Self Healing nor the Health Coach can assure or guarantee the absolute confidentiality of email communications;
- In the discretion of the Health Coach, e-mail communications may be made a part of Client's permanent PHI; and
- Client understands and agrees that email is not an appropriate means of communication regarding emergency or other time-sensitive issues or for inquiries regarding sensitive information. In the event of an emergency, or a situation in which the member could reasonably expect to develop into an emergency, Client shall call 911 or the nearest Emergency room, and follow the directions of emergency personnel.
- If the Client does not receive a response to an e-mail message within 24-48 hours, Client agrees to use another means of communication to contact the Health Coach. Neither Alternatives for Self Healing nor the Health Coach will be

liable to the Client for any loss, cost, injury, or expense caused by, or resulting from, a delay in responding to the Client as a result of technical failures, including, but not limited to, (i) technical failures attributable to any internet service provider, (ii) power outages, failure of any electronic messaging software, or failure to properly address e-mail messages, (iii) failure of the Health Coach's computers or computer network, or faulty telephone or cable data transmission, (iv) any interception of email communications by a third party; or (v) your failure to comply with the guidelines regarding use of e-mail communications set forth in this paragraph.

11. **Electronic Communications.** The Client consents to receive electronic messages from Alternatives for Self Healing at any e-mail address that the Client has provided to Alternatives for Self Healing, including messages whose primary purpose is to advertise or promote products or services ("Marketing Messages") and messages whose primary purpose relates to the Client's transactions or relationship with Alternatives for Self Healing, including the The Gut Revolution program, purchase or products or services, or amendments to these Terms of Use ("Transactional Messages"). The Client consents to send any sensitive PHI or sensitive data (such as credit card information) through a secure HIPAA compliant platform.

12. **Service Reliability and Warranties.** Alternatives for Self Healing makes no warranty that the communication services or PHI platform(s) will meet your requirements, or that the communication services or PHI platform(s) will be uninterrupted, timely, 100% secure, or error free, or that defects, if any, will be corrected, including loss of data resulting from delays, and any service interruption caused by Alternatives for Self Healing or its affiliates. Alternatives for Self Healing is not responsible for transmission errors or corruption or compromise of data carried over local or interchange telecommunication carriers.

Alternatives for Self Healing will take commercially reasonable precautions to protect against failure of its equipment and software. The Client acknowledges and agrees that temporary interruptions in service may occur, and that Alternatives for Self Healing shall have no liability for any claim, cost, charge, loss or expense arising from or relating to use of the communication services or PHI platform(s). The Client acknowledges and agrees that data may be lost or corrupted in connection with use of the communication services or PHI platform(s). Alternatives for Self Healing may perform regular back-ups of all data stored but shall have no liability to the Client in the event all data is lost or

destroyed. The Client acknowledges and agrees that in the event restoration of data from backup is necessary, it may take several days to complete such restoration of data and resume operation of the communication services or PHI platform(s).

**13. Indemnification.** Alternatives for Self Healing, our contractors, agents, employees, officers, directors and affiliates (Affiliates) from all liabilities, claims, rights, losses, causes of action, actions and suits (no matter whether in law or in equity), expenses, including attorney's fees, resulting from, relating to, or arising, directly or indirectly, out of or in connection with: (i) your use or misuse of the The Gut Revolution program or the communication rails used or the information provided on any associated or recommended website(s), (ii) Your breach of the Terms of Use or the Privacy Policy, (iii) your relationship with any Health Coach, (iv) the content or subject matter of or any information you provide to Alternatives for Self Healing, any of its Affiliates, any Health Coach or customer service agent, and/or (v) any negligent or wrongful action or omission by you in the use or misuse of the PHI platform(s) or the Services or any information posted on the PHI platform(s), including, but not limited to, infringement of third party intellectual property rights, privacy rights, or negligent or wrongful conduct. If and when Alternatives for Self Healing is threatened with such suit, Alternatives for Self Healing may seek written assurances from you concerning your promise to indemnify it; your failure to provide those assurances may be considered by us to be a breach of your Terms of Use and may result in, among other things, deactivation of your The Gut Revolution program and associated platform access and any other content associated with the The Gut Revolution program.

**14. Limitation of Liability.** EXCEPT AS PROHIBITED BY LAW, AND WITHOUT LIMITATION: ALTERNATIVES FOR SELF HEALING, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS SHALL NOT BE LIABLE FOR THE ACTS OR OMISSIONS OF ANY OF THE INDEPENDENT PROVIDERS. IN NO EVENT SHALL ALTERNATIVES FOR SELF HEALING, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, NOR ANY OF ITS AFFILIATES, BE LIABLE FOR ANY DIRECT DAMAGES IN EXCESS OF THE LIQUIDATED SUM OF \$100.00 IN ADDITION, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ALTERNATIVES FOR SELF HEALING OR ANY OF ITS AFFILIATES, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, THAT RESULT FROM, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED WITH THE USE OF, OR THE INABILITY TO USE, THIS WEBSITE OR ANY SERVICE OFFERED

THROUGH ANY WEBSITE OR ANY MATERIAL OR INFORMATION CONTAINED IN, ACCESSED THROUGH, OR PRODUCTS PURCHASED ON ANY RECOMMENDED OR ASSOCIATED SITES OR DIRECTLY FROM THE HEALTH COACH, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), WARRANTY, STATUTE OR OTHERWISE, EVEN IF AN AUTHORIZED REPRESENTATIVE OF ALTERNATIVES FOR SELF HEALING IS ADVISED OF THE LIKELIHOOD OR POSSIBILITY OF THE SAME. TO THE EXTENT CERTAIN JURISDICTIONS RESTRICT ANY OF THE ABOVE LIMITATIONS OF LIABILITY; SUCH LIMITATIONS SHALL NOT APPLY IN SUCH JURISDICTIONS TO THE EXTENT OF SUCH RESTRICTIONS. YOU ACKNOWLEDGE AND AGREE THAT ALTERNATIVES FOR SELF HEALING IN PARTNERSHIP WITH THE BIOTYPE INSTITUTE, LLC. AND/OR RGP DEVELOPMENT, LLC. 's AGGREGATE LIABILITY TO YOU FOR ANY DAMAGES, LOSSES, FEES, CHARGES, EXPENSES OR LIABILITIES, IN CIRCUMSTANCES WHERE THE FOREGOING LIMITATION IS FINALLY DETERMINED TO BE UNAVAILABLE SHALL BE THE MINIMUM PERMITTED BY LAW.

YOU AGREE TO WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL LAWS THAT LIMIT THE EFFICACY OF SUCH INDEMNIFICATIONS OR RELEASES, AND LIMITATIONS OF LIABILITY.

YOU SHALL BE SOLELY AND FULLY RESPONSIBLE FOR ANY DAMAGE TO ALTERNATIVES FOR SELF HEALING AND ITS SERVICES OR ANY COMPUTER SYSTEM, ANY LOSS OF DATA, OR ANY IMPROPER USE OR DISCLOSURE OF INFORMATION ON THE SERVICES CAUSED BY YOU OR ANY PERSON USING YOUR USER NAME OR PASSWORD. ALTERNATIVES FOR SELF HEALING DOES NOT ASSUME ANY LIABILITY ARISING FROM THE FAILURE OF ANY TELECOMMUNICATIONS INFRASTRUCTURE, OR THE INTERNET OR FOR MISUSE OF ANY OF THE ADVICE, IDEAS, INFORMATION, INSTRUCTIONS, OR GUIDELINES ACCESSED THROUGH ANY COMMUNICATIONS OR PHI PLATFORMS OR OTHER SERVICES.

IN CONSIDERATION OF MY PARTICIPATION IN THE The Gut Revolution PROGRAM, I HEREBY ACCEPT ALL RISK TO MY HEALTH, INCLUDING INJURY OR DEATH THAT MAY RESULT FROM SUCH PARTICIPATION AND I HEREBY RELEASE ALTERNATIVES FOR SELF HEALING ON MY BEHALF AND ON BEHALF OF MY PERSONAL REPRESENTATIVES, ESTATE, HEIRS, NEXT OF KIN, AND ASSIGNS FROM ANY AND ALL COSTS, CLAIMS, CAUSES OF ACTION AND DAMAGES ARISING FROM ANY AND ALL ILLNESS OR INJURY TO MY PERSON, INCLUDING MY DEATH, THAT MAY RESULT FROM OR OCCUR AS A RESULT OF

MY PARTICIPATION IN The Gut Revolution, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE.

15. **Third Party Protection.** The Indemnification, Limitation of Liability, and Disclaimers provisions set forth above are for the benefit of Alternatives for Self Healing, and its Affiliates. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.
16. **Termination and Survival.** Alternatives for Self Healing may terminate your The Gut Revolution program at any time, without penalty and without notice, if you fail to comply with any of the terms of these Terms of Use, or the intellectual property protections applicable to these services (Defined Above). Alternatives for Self Healing may also seek legal prosecution of any violations of law or these Terms of Use and you agree to personal jurisdiction by the Courts in the State of California. Upon termination of services by Alternatives for Self Healing or voluntary termination of service by Client, Alternatives for Self Healing has the right to delete all data, files, or other information that is stored in the Client's account for any reason, except for data which it is legally required to retain. The Indemnification, Limitation of Liability, Copyright, Jurisdiction, Warranty Waiver, Network Security, Compliance with Anti-Spamming Laws and Privacy terms and conditions stated herein shall survive termination of this Agreement.
17. **Force Majeure.** Notwithstanding anything herein to the contrary, Alternatives for Self Healing shall not be liable for any losses arising out of the delay or interruption of its performances of any obligations due to any act of God, act of governmental authority, act of public enemy, war, severe weather conditions, pandemic (including COVID-19), or any other cause beyond its control. Alternatives for Self Healing shall not be held responsible for any failure of performance to make timely delivery of all or any part of the The Gut Revolution program in the event such failure was due, in whole or in part, to federal, provincial or municipal action, statute, ordinance or regulation, strike or other labor trouble, fire or other damage to or destruction of, in whole or in part, the The Gut Revolution program or the facility for the The Gut Revolution program, the lack of or inability to obtain raw materials, labor, fuel, electrical power, water or supplies, or any other cause, contingency or circumstances not subject to the reasonable control of Alternatives for Self Healing, which causes delays or hinders the delivery of the The Gut Revolution program. Alternatives for Self Healing shall determine in good faith the extent to which it can reasonably control a cause, contingency, or circumstance that affects the performance of its obligations.

18. **No Third Party Rights.** Unless expressly granted in these Terms of Use or in the Privacy Policy, nothing herein or in the Privacy Policy is intended to confer any rights or remedies under these Terms of Use or the Privacy Policy on any persons other than you, Alternatives for Self Healing and its Affiliates. Nothing in these Terms of Use and the Privacy Policy is intended to relieve or discharge the obligation or liability of any third persons to you, Alternatives for Self Healing or its Affiliates, nor shall any provision give any third persons any right of subrogation or action over or against you, Alternatives for Self Healing or its Affiliates.

19. **Assignment.** You may not assign, transfer or delegate these Terms of Use or the Privacy Policy or any part of them without Alternatives for Self Healing's prior written consent. Alternatives for Self Healing may freely transfer, assign or delegate all or any part of these Terms of Use and the Privacy Policy, and any rights and duties hereunder or thereunder. These Terms of Use and Privacy Policy will be binding upon and inure to the benefit of the heirs, successors and permitted assignees of the parties.

20. **Governing Law, Jurisdiction, and Venue.** These Terms of Use and the Privacy Policy shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice of law rules or principles. Any civil action or legal proceeding arising out of or relating to these Terms of Use or Privacy Policy shall be brought in the applicable Federal or State court located in [State]. Each party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court. Any cause of action or claim you may have with respect to Alternatives for Self Healing must be commenced within one (1) year after it arises, except to the extent such limitation is not enforceable. To the fullest extent permitted by law, each party to this Terms of Use waives its or his or her right to a jury trial with respect to any dispute or other controversy arising from hereunder or your use of or access to the Alternatives for Self Healing services or website.

21. **Enforcement Costs.** If any civil action or other legal proceeding is brought for the enforcement of any of these Terms of Use or the Privacy Policy or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of any of these Terms of Use or the Privacy Policy, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses even if not taxable as court

costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges billed by the attorney to the prevailing party (including fees and costs associated with collecting such amounts).

22. **Waiver of Jury Trial.** THE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY LITIGATION, SUIT OR PROCEEDING, IN ANY COURT WITH RESPECT TO, IN CONJUNCTION WITH, OR ARISING OUT OF THESE TERMS OF USE OR THE PRIVACY POLICY OR THE VALIDITY, PROTECTION, INTERPRETATION, COLLECTION OR ENFORCEMENT THEREOF, AND/OR PERFORMANCE OF ANY OF THE OBLIGATIONS OR SERVICES HEREUNDER OR THEREUNDER; PROVIDED, HOWEVER, THAT WITH RESPECT TO ANY COMPULSORY COUNTERCLAIM (I.E., A CLAIM BY A PARTY HERETO AGAINST ANOTHER PARTY WHICH, IF NOT BROUGHT IN SUCH ACTION, WOULD RESULT IN THE FIRST PARTY BEING FOREVER BARRED FROM BRINGING SUCH CLAIM), A PARTY HERETO SHALL HAVE THE RIGHT TO RAISE SUCH COMPULSORY COUNTERCLAIM IN ANY SUCH LITIGATION, SUIT OR PROCEEDING, WHETHER OR NOT IT IS BEING TRIED BY A JURY.
23. **Arbitration.** Except for violations of Section 6 of this Agreement (Intellectual Property), which may be brought in the state or federal courts in California, (applying California law, without reference to choice or conflict of laws principles), Client understands and acknowledges that any dispute regarding the The Gut Revolution program or Alternatives for Self Healing's performance of its obligations under this Agreement will be determined by submission to arbitration by the American Arbitration Association in Los Angeles, California, following the rules of the American Arbitration Association and applying California law (without reference to choice or conflict of laws principles), and not by a lawsuit or resort to court process, except as California law provides for judicial review or arbitration proceedings. The parties to this Agreement, by entering into it, are giving up their constitutional rights to have any such dispute decided by a court of law before a jury, and instead are accepting the use of arbitration.

It is the intention of the parties that this Agreement bind all parties whose claims may arise out of or are related to the The Gut Revolution program or services provided by Alternatives for Self Healing including any spouse or heirs of the Client and any children, whether born or unborn, at the time of the occurrence giving rise to any claim.

All claims based upon the same incident, transaction or related circumstances shall be arbitrated in one proceeding. A claim shall be waived and forever barred if (1) on the date notice thereof is received, the claim, if asserted in a civil action, would be barred by the applicable California statute of limitations, or (2) the claimant fails to pursue the arbitration claim in accordance with the procedures prescribed herein with reasonable diligence.

The prevailing party shall be entitled to recover the costs of arbitration unless otherwise determined by the arbitrator and shall be entitled to reasonable attorneys' fees as determined by the arbitrator.

24. **Waiver.** Failure to exercise or delay in exercising any right hereunder, or failure to insist upon or enforce strict performance of any provision of this Terms of Use, shall not be considered waiver thereof, which can only be made by signed writing. No single waiver shall be considered a continuing or permanent waiver.
25. **Change of Law.** If there is a change of any law, regulation or rule, federal, state or local, which affects the Agreement including these Terms of Use, which are incorporated by reference in the Agreement, or the activities of either party under the Agreement, or any change in the judicial or administrative interpretation of any such law, regulation or rule, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights, obligations or operations associated with the Agreement, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of the Agreement including these Terms of Use. If the parties are unable to reach an agreement concerning the modification of the Agreement within forty-five (45) days after of date of the effective date of change, then either party may immediately terminate the Agreement by written notice to the other party.
26. **Amendment.** No amendment of this Agreement shall be binding on a party unless it is made in writing and signed by all the parties. Notwithstanding the foregoing, Alternatives for Self Healing may unilaterally amend this Agreement to the extent required by federal, state, or local law or regulation ("Applicable Law"). Any such changes are incorporated by reference into this Agreement without the need for signature by the parties and are effective as of the date established by Alternatives for Self Healing.
27. **Severability.** The provisions of this Terms of Use are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or un-enforceability shall not affect the validity or enforceability of the remaining

provisions, but such provision shall be reformed, if reasonably possible, only to the extent necessary to make it enforceable.

28. **Miscellaneous.** These Terms of Use shall be construed without regard to any presumptions or rules requiring construction against the party causing the instrument to be drafted. Captions in this Terms of Use are used for convenience only and shall not limit, broaden, or qualify the text.
29. **Entire Agreement.** These Terms of Use, together with any Alternatives for Self Healing rules or policies referred to herein, represents the entire agreement between you and Alternatives for Self Healing concerning the subject matter hereof, and supersede all prior understandings, whether written or oral, concerning such subject matter. Alternatives for Self Healing may modify this Terms and Conditions of Use as set forth above.