

PRIVACY POLICY

We are committed to protecting your privacy and security and have explained in detail the steps we take to do so. We control this site from offices in the USA. We do not represent that materials on the site are appropriate or available for use in other locations. Persons who choose to access this site from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

OUTSIDE SITE – THEIR PRIVACY POLICIES MAY BE DIFFERENT

The Site contains links to other websites, like our sponsor's websites or links to booksellers, that may offer products or services that our customers might find useful. These sites may request information from you. In such instances, the collection and use of your personal information will be governed by the privacy policy applicable to that site. We do not control the privacy policies, contents or links that appear on these sites. We encourage you to review the privacy policies of any third-party sites or services before providing any of them with your personal information.

HOW AND WHY WE COLLECT INFORMATION

We collect your information in order to record and support your participation in the activities you select. If you register for a course, a membership site, or a free training series, for example, the information is used to enroll you in the program, to enroll you in our newsletters, to track your preferences, and to keep you informed about the product and related products. As a visitor to our Sites, you can engage in many activities without providing any personal information.

If you opt in to receive any free training series, download a free product, register for a webinar, seminar, or live event, or purchase any product sold by us or promoted by us, you will automatically be subscribed to our free

newsletter. If you do not wish to receive this free newsletter, you may opt out at any time. We include an unsubscribe link at the bottom of every e-mail we send. If you have any trouble opting out, please [send an e-mail to us](#). We will manually remove you from our e-mail list(s).

In connection with other activities, such as those described above, we may ask you to provide certain information about yourself by filling out and submitting an online form. It is completely optional for you to engage in these activities. If you elect to engage in these activities, however, we may ask that you provide us personal information, such as your first and last name, mailing address (including ZIP code), e-mail address, telephone, credit card, and other personal information. If you do not provide the mandatory data with respect to a particular activity, you will not be able to engage in that activity.

In all cases, we will collect personal identification information from you only if you voluntarily submit such information to us. We will also tell you how we use your information or if we share it with another party. Except as otherwise provided in this policy, we will never intentionally disclose any personal identification information about you as an individual user to any third party without having received your permission.

If you supply us with your contact information you may receive periodic e-mails, mailings or calls from us with information on new products and services, important issues, or upcoming events. If you wish to be removed from any postal, e-mail, phone, or other lists, please let us know by [e-mailing us](#). You can also write us or call us at the contact information above. Please provide us with your exact name, e-mail address, mailing address, and phone. We will be sure your name is removed from the appropriate lists immediately.

When you use our Sites, we or our authorized technology services provider may also collect certain technical and routing information from you to facilitate your use of the Site and its services. We use this information to administer the Site and to understand and measure traffic patterns on the Site so that we know which areas of our sites are favorites of our users, which areas need improvement, and what technologies are being used so that we may continually improve our sites. This information is collected in aggregate form, without identifying you or any user

individually. We may use this aggregate, non-identifying statistical data for statistical analysis, marketing, or similar promotional purposes.

This data is often tracked by us our technology services provider by using "cookies" during your visit. A cookie is small amount of data that is transferred to your browser by a web server and can only be read by the server that gave it to you. It functions as your identification card and enables us to record your passwords, purchases, and preferences. It cannot be executed as code or deliver viruses. Most browsers are initially set to accept cookies. You can set your browser to notify you when you receive a cookie, giving you the chance to decide whether or not to accept it. (For some web pages that require an authorization, cookies are not optional. Users choosing not to accept cookies will probably not be able to access those pages.)

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.

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.

EXCEPTIONS TO PRIVACY POLICY

While we are committed to keeping your information secure and private, we have the following exceptions to our privacy policy: We will release specific information about you or your account to comply with any valid legal inquiry or process such as a search warrant, subpoena, statute or court order. We will also release specific information in special cases, such as if there is an attempted breach of the security of the Sites, or a physical or property threat to you or others. We may also transfer user information, including personally identifiable information, in connection with a corporate merger, consolidation, the sale of related assets or corporate division or other fundamental corporate change.

Further, the information you enter when making a purchase or an online donation will be shared with payment processors, financial gateways, and your credit card company to authorize credit card payments. Such information may also be shared with necessary third parties solely for the purpose or carrying out the transactions. Please note that if you give out personal information online through a discussion board or posting site, that

information can be collected and used by third parties. Although we strive to protect our users' privacy, we cannot guarantee the security of information you post in these forums. You disclose such information at your own risk.

Miscellaneous

These terms will be governed by and construed in accordance with the laws of the State of Minnesota, without regard to any principles of conflicts of law. You agree that any action at law or in equity that arises out of or relates to these terms will be subject to mediation in the State of Minnesota. If any of these terms of use are found unlawful, void, or for any reason unenforceable, then that provision will be considered severable from the remaining terms of use, and will not affect the validity and enforceability of the remaining provisions. These terms may be modified only by our posting of changes to these terms of use on our Sites.

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 December 1, 2021.

YOUR CONSENT

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

QUESTIONS & 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@tiffanyflaten.com.

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 & 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 & 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 United States and other copyright laws, and is the property of Tiffany Flaten Health, LLC. The collective work includes works that are licensed to Tiffany Flaten Health, LLC., 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 Tiffany Flaten Health, LLC., or purchasing products from Tiffany Flaten Health, LLC. 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 Tiffany Flaten Health, LLC, or to purchase Tiffany Flaten Health, LLC. 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 Tiffany Flaten Health, LLC. 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 Tiffany Flaten Health, LLC.. used on the Website are trademarks or registered trademarks of Tiffany Flaten Health, LLC

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, Tiffany Flaten Health, LLC. disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement. Tiffany Flaten Health, LLC. 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. Tiffany Flaten Health, LLC. 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

Tiffany Flaten Health, LLC. 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 Tiffany Flaten Health, LLC. 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.

NOT LEGAL OR FINANCIAL ADVICE

Tiffany Flaten Health, LLC, and its associates, employees and consultants are not attorneys, accountants or financial advisors, nor are we holding ourselves out to be. The information contained in this Website is not intended to be a substitute for legal or financial advice that can be provided by your own attorney, accountant, and/or financial advisor. Although care has been taken in preparing the information provided to you, we cannot be held responsible for any errors or omissions, and I/we accept no liability whatsoever for any loss or damage you may incur. Always seek financial and/or legal counsel relating to your specific circumstances as needed for any and all questions and concerns you now have, or may have in the future. You agree that the information on our Website is not legal or financial advice.

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 Tiffany Flaten Health, LLC for any illegal or unauthorized purpose. In addition to the laws of the State of Minnesota, United States, 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. Tiffany Flaten Health, LLC reserves the right to remove individuals from our community in instances of misconduct.

NO GUARANTEES

Tiffany Flaten Health, LLC 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. The Wellness Business Hub. 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.

INDEMNIFICATION AND RELEASE OF CLAIMS

You hereby fully and completely hold harmless, indemnify and release Tiffany Flaten Health, LLC. 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 Tiffany Flaten Health, LLC 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 Tiffany Flaten in any way. Because scientific, technology and business practices are constantly evolving, you agree that Tiffany Flaten Health, LLC. 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. Tiffany Flaten Health, LLC. is merely sharing information for your own self-help. Tiffany Flaten Health, LLC. 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. Tiffany Flaten Health, LLC 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 Tiffany Flaten Health, LLC. 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

Tiffany Flaten Health, LLC 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

Tiffany Flaten Health, LLC offers support to our clients and 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 Tiffany Flaten Health, LLC. Please let us know if you have any complaints or comments at support@tiffanyflaten.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 Tiffany Flaten Health, LLC 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@tiffanyflaten.com.

PROGRAM POLICIES

GUARANTEE/REFUND

If after you completed the first 14 days of your program and have submitted ALL the required completed detailed journal entries within the entire Reset Workbook and you still aren't happy with the program, you will then receive a full refund. Your completed Reset Workbook must return as a pdf to support@tiffanyflaten.com. Refunds will be made within 30 days of receipt of completed Reset Workbook.

ONGOING ACCESS

After the completion of the The Thyroid Reset Method, you will have ongoing access to the content portal and have access to any updates made. This will be available as long as the program is running. You will not have access to the designated Facebook Group or Weekly Coaching Calls.

DECLINED PAYMENTS

In the event a payment is declined for any reason, program participants have 5 days to remedy the situation. If payment is not updated by day 6, the participants will be withdrawn from the program until it is brought up to date. After 14 days, participants will be removed permanently and all program access will be removed.

OFFICE HOURS/CUSTOMER SERVICE

Hours of availability are from 9 am to 3 pm CDT. We can be reached at support@tiffanyflaten.com. Questions or concerns received after these hours will be addressed within 48 hours.

PROGRAM TERMS AND CONDITIONS

READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS.

1. Overview.

These Terms and Conditions together with the attached Intake Form is a binding agreement between Tiffany Flaten Health, LLC., Tiffany Flaten and you (the "Client"). When purchasing services or soliciting advice from Tiffany Flaten Health, LLC., including reading and referring to information available on Tiffany Flaten Health, LLC's website <https://tiffanyflaten.com>, Client acknowledges that he or she has fully read, understands and agrees to these Terms and Conditions.

2. Purchased Services.

Tiffany Flaten Health, LLC. will provide the Client with a personal approach to the Client's overall health and wellness through nutrition education and related services. Each counseling session is highly customized to the Clients' needs, goals and limitations. Tiffany Flaten Health offers several different service packages. Specific services, topics of discussion and the length of each engagement will be limited to the scope of the services purchased by Client (hereinafter the "Services"). Tiffany Flaten Health, LLC. may provide services in addition to the Services originally purchased by Client as needed or desired ("Additional Services"). Such Additional Services may include, but are not limited to, consultation with other professionals, preparation of reports or correspondence, and phone calls that last over ten (10) minutes. In addition, purchased packages and services will expire if not used within three (3) months of purchase date. This is to ensure that pricing of any products, packages and services are available and current and applicable to the clients' needs.

3. Informed Consent.

Informed consent simply means Client understands what happens in his or her counseling sessions and who provides the counseling services so Client can make good, thought-out and "informed" decisions about his

or her treatment. Client understands, acknowledges and agrees that he or she is engaging the counseling services of Tiffany Flaten Health, LLC. or Tiffany Flaten so that Client can obtain information and guidance about health factors within Client's control (supervision training, diet, nutrition, and related behaviors) in order to nourish and support Client's health and wellness or obtain hours for CNS certification. Participation in these services can result in a number of benefits to Client, including improving Client's health, wellness, education and resolution of the specific concerns that led Client to seek help. While people generally experience greater health and wellness as a result of embracing a healthier attitude, lifestyle and diet, change may be slow and even frustrating. THERE IS NO GUARANTEE THAT COUNSELING WILL YIELD THE INTENDED RESULTS. TIFFANY FLATEN HEALTH, LLC. DOES NOT PROMISE OR GUARANTEE TREATMENT OF OR PROTECTION FROM ILLNESS. As a collaborative process, counseling requires Client's very active efforts, honesty, and openness in order to achieve desired outcomes. Client should expect to fully engage in significant behavior and lifestyle changes, which will touch upon many areas of life and will likely present some level of emotional, mental and physical change. Rock Bottom Wellness will be there to provide awareness, encouragement and motivation and will maintain a professional relationship with Client and honor the agreed upon scope of the Services purchased by Client. Tiffany Flaten Health, LLC. does not make decisions for Client, but acts as a guide and offers information and support. Ultimately, Client is the decision-maker and Client's success is greatly determined by Client's attitude and hard work. Sometimes more than one approach can be helpful in dealing with a certain situation. Client is entitled to receive information about various supervision programs, nutrition programs, techniques used, and the fee structure. During the course of Client's coaching sessions, Tiffany Flaten Health, LLC. may draw on various diets and other nutritional approaches according to the problems that have been identified and an assessment of what will best benefit Client. Within a reasonable period of time after the initiation of the Services, Tiffany Flaten Health, LLC. will be able to offer Client some initial impressions of what Client's recommended treatment and nutrition strategy will include. Client should also make his or her own assessment about whether Client feels comfortable with the nutrition approach identified by Tiffany Flaten Health, LLC. If Client has any questions about the process of nutrition counseling or the Services,

please let Tiffany Flaten Health, LLC. know. Tiffany Flaten Health, LLC will always seek to answer Client's questions and concerns fully.

4. Disclaimer

At Tiffany Flaten Health, LLC you will meet with a Certified Wellness Coach. Tiffany Flaten Health, LLC does not employ a physician or psychologist and the scope of consultation services does not include treatment or diagnosis of specific illness or disorders. If Client suspects he or she may have an ailment or illness that may require medical attention, then Client is encouraged to consult with a licensed physician without delay. Only a licensed physician can prescribe drugs. Any mention of drugs in the course of consultation or coaching is only for the purposes of providing a complete history of medication that the Client is taking and not for Tiffany Flaten Health, LLC to judge the appropriateness of the medication. Any change in the prescription or dosage is a decision Client makes with his or her physician and not in consultation with a health coach or other staff members at Tiffany Flaten Health, LLC. As Certified Wellness Coaches, Tiffany Flaten Health, LLC counselors will primarily educate and motivate Client to assume more responsibility for his or her health by adopting a healthy attitude, lifestyle and diet. While nutritional and botanical support can be an important complement to your medical care, you understand nutritional coaching is not a substitute for the diagnosis, treatment or care of disease by a medical provider. Nutritional evaluation or testing provided in counseling is not intended for the diagnosis of disease. Rather, these assessments and tests are intended as a guide to developing an appropriate health-supportive program for Client, and to monitor Client's progress in achieving his or her goals. By purchasing services or soliciting advice from Tiffany Flaten Health, LLC, including reading and referring to information available on Tiffany Flaten Health, LLCs' website tiffanyflaten.com (<https://tiffanyflaten.com>), Client acknowledges that Client understands that Tiffany Flaten Health, LLCs' counselors are health consultants and not physicians, and that Client should see a doctor if he or she thinks he or she has a medical condition. Tiffany Flaten Health, LLC will not be held liable for failure to diagnose or treat an illness, nor will it be liable for failure to prevent future illness. Additionally, Client promises to give Tiffany Flaten Health, LLC a complete and accurate account of any medical conditions that Client may have and any medications that Client is taking.

5. Payment and Fees.

The cost for the Services depends on the package or program Client has selected (the "Fees"). The Fees are due in full upon registration for the service, unless other arrangements have been made. Installment payment plans are available for certain packages. By signing this contract, Client agrees to fulfill the contract and any fees associated with the program or service. Client should contact Tiffany Flaten Health, LLC if he or she would like to discuss alternative payment plans. Subscription services and/or long-term programs will be billed each month for a limited time (per program) or until services are cancelled by client if program/service does not have a finite length of time. The fee for Additional Services depends on the type of additional services needed. Notwithstanding the foregoing, the minimum rate for additional sessions is \$125.00 for a half hour session and \$250.00 per hour for sessions of an hour with prorated charges for more than an hour. These Additional Services will be invoiced monthly. Acceptable forms of payment are cash or credit card. If Client's account is more than thirty (30) days overdue and suitable arrangements have not been agreed to, Tiffany Flaten Health, LLC has the option of using legal means to secure payment. If such legal action is necessary, Tiffany Flaten Health, LLC shall be entitled to recover reasonable attorneys' fees, regardless of whether the matter is concluded by Court action or otherwise, plus actual costs incurred.

6. Cancellation.

Since Tiffany Flaten Health, LLC reserves sessions specifically for Client a minimum of 24 hours' notice is required for canceling and rescheduling or a session. Tiffany Flaten Health, LLC may charge Client an additional \$25.00 for sessions missed without such notice. If Client has purchased a package of coaching sessions and would like to cancel the entire package, Client must cancel twenty-four (24) hours in advance of the first coaching session in order to receive a full refund; however, special circumstances may be taken into consideration. Notwithstanding the foregoing, if Client has purchased a package/program that includes digital information, no refunds are possible once the digital content has been delivered to the Client unless specific program cancellation policy applies. In the event Tiffany Flaten Health, LLC cancels a session, payments will be refunded in full for the session or the session will be rescheduled.

7. Termination.

The Agreement shall terminate upon completion of the Services as set forth on Terms of Service at (<https://tiffanyflaten.com/terms-conditions/>) Client may always purchase additional services or coaching sessions as needed or desired. Tiffany Flaten Health, LLC, holds the right to terminate this Agreement with any Client that violates these Terms and Conditions.

8. Copyright Notice.

All promotional materials, in addition to all materials given directly to the Client, including but not limited to, hard copies, digital copies, and information and documents shared with Client on social media and in social media groups, are copyright of Tiffany Flaten Health, LLC and all rights are hereby reserved. Any proprietary materials given directly to Client from Tiffany Flaten Health, LLC may not be distributed to third parties without written permission. Notwithstanding the foregoing, Client may print or download to a local hard disk digital content for his or her personal and non-commercial use.

9. Records.

Client understands, acknowledges and agrees that Tiffany Flaten Health, LLC will keep notes as a record of the counseling sessions and Services provided to Client. These notes document the topics discussed, nutrition and treatment plan or any other considerations that may help Rock Bottom Wellness provide the Services. Tiffany Flaten Health, LLC shall store these records in a secure location.

10. Confidentiality.

Medical records, personal information and history divulged to Tiffany Flaten Health, LLC will be kept strictly confidential and will not be revealed to anyone without Client's written permission, except where disclosure is required by law.

11. Indemnification and Waiver of Claims.

Except as to the extent injury, damage or loss is the direct result of Tiffany Flaten Health, LLC or its agent's negligent or intentionally malicious act or omission, Client hereby waives any and all claims against Tiffany Flaten Health, LLC for any injury, damage or loss to persons or property arising out of or in connection with the Services, and Client shall indemnify defend and hold Tiffany Flaten Health, LLC harmless from and against any injury, loss, damage, expense, claim suit, or action arising out of or related to such matters.

12. Acknowledgment of Understanding.

Client acknowledges and agrees that these Terms and Conditions are being acknowledged and entered into in connection with, and in consideration of Client's participating in the Services or Programs. Client acknowledges and agrees that he or she has read the Terms and Conditions and fully understands them. Client understands that he or she is giving up substantial rights, including a release of potential liability. Client further acknowledges and agrees that he or she has had sufficient opportunity to read the entire Terms and Conditions and agrees to be fully bound by them. Client further acknowledges that he or she is entering this Agreement freely and voluntarily and intends his or her signature or other affirmative assent to the Terms and Conditions to be a complete and unconditional release of all liability due to ordinary negligence of Tiffany Flaten Health, LLC, to the greatest extent allowed by law. This Agreement shall be governed by the State of Minnesota. If any of its provisions are held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate any of the other provisions of this Agreement, as the provisions of this Agreement are severable.

CLIENT'S ACCEPTANCE: Any Intake Form, including the Terms and Conditions (together the "Agreement") and the included HIPAA form-when appropriate-constitutes the entire agreement between the parties regarding Tiffany Flaten Health, LLC. provision of nutrition and wellness coaching services to Client. The Agreement is hereby approved and accepted. I understand there are no oral agreements or understandings between the parties of this Agreement. Changes in this Agreement shall be done in writing signed by both parties unless otherwise specified on the attached Terms and Conditions. Changes to the services listed above may incur additional charges. By executing below the above-named Client, or parent or legal guardian of the minor Client, acknowledges and agrees that he or she has read and agrees to all Terms and Conditions attached to this Agreement and agrees to the services to be performed in accordance with the terms of this Agreement.

TERMS OF SERVICE

OVERVIEW

This website is operated by Tiffany Flaten Health, LLC. Throughout the site, the terms “we”, “us” and “our” refer to Tiffany Flaten Health, LLC. Tiffany Flaten Health, LLC offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current site shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

SECTION 1 – SITE TERMS

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

SECTION 2 – GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

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 or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

SECTION 3 – ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

SECTION 4 – MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

SECTION 5 – PRODUCTS OR SERVICES

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product or services at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

SECTION 6 – ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made on our site. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

For more detail, please review our Returns Policy.

SECTION 7 – OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

SECTION 8 – THIRD-PARTY LINKS

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

SECTION 9 – USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

SECTION 10 – PERSONAL INFORMATION

Your submission of personal information through the site is governed by our Privacy Policy.

SECTION 11 – ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

SECTION 12 – PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose;

(b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

SECTION 13 – DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Tiffany Flaten Health, LLC, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind,

including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

SECTION 14 – INDEMNIFICATION

You agree to indemnify, defend and hold harmless Tiffany Flaten Health, LLC and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SECTION 15 – SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

SECTION 16 – TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by

notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

SECTION 17 – ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

SECTION 18 – GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of Minnesota.

SECTION 19 – CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

SECTION 20 – CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at support@tiffanylaten.com.