

Terms of Service

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Welcome to www.misfitlove.org ("Website", "we", "us"). This website is created and run by Misfit Nutrition, LLC (and any employees, independent contractors, volunteers, and interns) (together, "we", "us").

Before subscribing to or using the Website, we recommend that you thoroughly read through these Terms of Service ("Terms") and the Privacy Policy ("Policy") (found here: <https://www.misfitlove.org/privatepolicy>). The Terms and Policy apply to our products and services, and anything posted on the Website (together, "Services").

By making a purchase through the Website, you verify that you have read these Terms, and agree to them. Your agreement signifies that you are at least 18 years old and eligible by law to enroll in these Services. You agree by using these Services that you have provided true information as requested on the registration forms. By navigating this website, you also agree to these Terms.

You may not make a purchase on the Website without agreeing to the Terms of Service. We reserve the right to change or modify these Terms at any time. Any and all updates made are effective immediately, and you will be notified of any changes via email or prominent notification on the website. By agreeing to the changes, you may continue to use our Services. If at any time you no longer agree to the Terms, you must immediately suspend your use of our Services. If you violate any of the Terms of Service, we reserve the right to terminate your access to the Services. We also reserve the right to refuse service to anyone at any time, for any reason. If you have any questions whatsoever about the content of these terms, please email us at kim@misfitlove.org

Please be aware that agreeing to these Terms by using the Services holds the same weight as a written and signed contract. You agree that you will not challenge the enforceability of these Terms based on the fact that they are electronic.

Limitation of Liability

All Services are provided to the best of our ability. However, there is always a chance that something unforeseen may occur. We will do our absolute best to deliver our Services in full and on time, but if

some unforeseen event prevents this, you agree to not hold us liable for any fees beyond those paid for our Services.

In no event will we be held liable for any loss of income, leads, sales, or revenue that may occur with your website or business. This includes any accidental or indirect damages that may have occurred due to the use of our Services.

Payments

You will be billed for Merchandise and/or Services through our payment processor, Stripe.

All fees are nonrefundable within 14 days after contracts are signed. For any damaged goods that may be received, a full refund (minus shipping) will be refunded within 30 days of receiving goods.

Communication

By purchasing a Service, you agree to receive electronic communication from us at the email address provided upon purchase.

Third Party Links

Some content on the Website contains outbound links to other websites that contain relevant content or services. You acknowledge and agree that we are not responsible for the availability of these websites, and we do not endorse and are not responsible for any advertisements featured on these websites. You agree that we will never be held liable (directly or indirectly) for any losses, damages, or health concerns that may have been incurred from your use of materials, service, or content on these websites. You agree that you will use the content from these websites at your own risk.

Service Disclaimer

We do our best to ensure continued service of the Website and Services. In the event of any emergency repairs, natural disasters, or unforeseen technological errors that may interrupt our Services, you agree to under no conditions hold us liable for any losses, lack of availability,

discontinuance, suspension, or termination of our Services. You agree that your access and use of Services is on an 'As Is" and "As Available" condition.

We also reserve the right to modify Services at any time, and will not be held liable for any price increases, service changes, or discontinuation of Services. We are not responsible for any technical malfunctions of online systems, servers, service providers, or email accounts that prevent the timely delivery of our Services. We are also not responsible for any damages that may occur from downloading any content from the Website. Use of these Services is at your own risk.

Educational and Informational Purposes Only

Please note that all content available on this Website is intended for personal educational and informational use only. Nothing on this Website or in these Services should be construed as legal, financial, tax, medical, or any other kind of professional advice.

No Guarantees

We make no guarantees in regards to any of the recommendations or advice given on the Website or other Services. While the advice provided may have worked for us or others, there is no guarantee that it will also work for you, or that if you do the exact same steps you will see the same results. Please use and implement the advice at your own risk.

Misfit Nutrition, LLC and MisfitLove.Org on Meta

Misfit Nutrition, LLC and/or MisfitLove.org has a presence on Meta products such as Facebook and Instagram. Any/all communities are controlled and governed by Meta's Terms of Service and Privacy Policy, so you should read those documents to familiarize yourself with the terms.

In addition to these requirements, you agree to follow the group's guidelines, posted in the Facebook/Instagram group. We reserve the right to remove, delete, block, or ban anyone who posts abusive, defamatory, or prejudiced comments or content, without notice. You agree not to post any copyrighted content that you do not have the rights to, or any material that contains viruses or other harmful materials. Please be respectful of the group's no-promo policy as well.

Please note that anything posted in this group can be seen by anyone in the group, and we make no guarantees regarding privacy with any content shared within the group. We do not endorse anything

shared in the group, and are not liable for any of the content or advice posted. Please be careful when sharing any personal information in the group, as you are solely liable. Any group admins appointed to help manage the group are not spokespersons for Misfit Nutrition LLC or MisfitLove.org, and their views do not necessarily reflect our own.

Submissions

If you submit any content to the Website, including comments, we do not own those materials, but you are granting us permission to use the submitted content in our business. This includes comments, testimonials, feedback, etc. You agree to give us the rights to copy, distribute, transmit, publicly display, post on social media, reproduce, translate, edit, and reformat your submission, and post your name with it, without compensation. We are not obligated to use the submission, but we reserve the right to at our discretion. We also reserve the right to delete any submissions at our discretion.

Indemnification

You agree to hold us harmless and indemnify us from and against any third party claim(s) arising from your use of our Services. This includes any liability or expenses arising from all claims, losses, damages, suits, judgments, litigation costs, and attorney fees. You also agree to relinquish any and all rights or benefits you may have under any other state or federal statute or common law principle of similar effect, to the fullest extent permitted by law.

Applicable Law

You agree that by using our Services, the laws of Ohio will govern these Terms and any dispute that may arise between you and the company.

Additional Information

Please also review our Privacy Policy located here: www.misfitlove.org/private-policy

Intellectual Property Rights

All content available on the Website is written in the author's own words, unless otherwise indicated. All the materials available on the site are protected by copyright, trademark, and other intellectual property laws. You agree to use the site solely for personal noncommercial use. Unauthorized copying, reproducing, republishing, downloading, uploading, posting, transmitting, translating, selling, exploiting, distributing, or creating derivative works of the information without our explicit consent is not allowed and will be prosecuted to the fullest extent available under the law. This includes transmitting the information via email or other electronic means without consent. You are allowed to print the material for personal, non-commercial use, including when teaching, as long as proper attribution is given.

By posting any information on our site, including comments or information on discussion boards or social media, you agree that you are not violating any copyright or intellectual property laws. You also agree that we are not obligated to keep any comments private, to pay users for comments, or to respond to any comments. Once comments are left, they become our intellectual property.

You agree to refrain from posting comments that may be libelous, profane, abusive, or obscene. We reserve the right to delete or block comments made by users at any time, for any reason, and without explanation. We also reserve the right to disclose your information and/or identity to any third party who files a complaint that your comment has violated their copyright or intellectual property rights.

We have the right and may be required by law to comply with any law enforcement investigations or court orders that require the release of identifying information about anyone posting content on this Website. You agree to waive and hold us harmless from any claims that may result from any of these types of investigations.

While we will do our best to review content regularly, we are under no obligation to remove offensive or objectionable material as soon as it is posted. We are not held liable for any violations made by users of the Website. You agree to access the content and Services at your own risk.

You may hyperlink back to our site, as long as the link does not imply that we sponsor or endorse anything on your site without our express consent. However, you may NOT frame or inline link any of the content of the Website, or incorporate into another website or other service, any of our material, content, or intellectual property without prior written permission.

Disclaimers

The information, products, and services offered on the Website are provided on an “as-is” basis, with no express or implied warranties of any kind. We disclaim all warranties to the fullest extent allowable under the law, including any implied warranties of the use of the information for any particular purpose. We do not warrant that the site or its contents will be error-free, accurate, timely, or reliable, although efforts will be made to correct errors when found.

Some content may include advice from guests who are not affiliated with Misfit Nutrition, LLC or MisfitLove.org. We make no claims unto the accuracy or validity of any advice given by these guests. All individuals who provide guest contributions to the site agree to give us the intellectual property rights to the content.

No Joint Venture or Other Business Relationship

Users and guests of this Website and Services do not have any form of partnership or employment relationship with us.

Contact Information

If you have any questions or concerns about these Terms, please contact us using the following information:

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