

BURN FAT AND FEAST TERMS OF SERVICE

Last Updated: Sept 2024

Please read these terms of services (“TOS”) carefully before using the Burn Fat and FEAST (“BFF”) website and/or app.

Burn Fat and FEAST shall reserve the right at any time it may deem fit, to modify, alter and or discontinue, whether temporarily or permanently, our service, or any part thereof, with or without prior notice. In addition, we shall not be held liable to you or to any third party for any such alteration, modification, suspension and/or discontinuance of our Services, or any part thereof.

CONDITIONS OF USE

We will provide services to you, which are subject to the conditions stated below in this document. Every time you visit this website/app, use its services, or make a purchase, you accept the following conditions as set forth below.

PRIVACY POLICY

Before you continue using our website/app, we advise you to read our privacy policy regarding our user data collection. It will help you better understand our practices.

COMMUNICATIONS

The majority of your communication with Burn Fat and FEAST is electronic. Every time you send Burn Fat and FEAST an email or visit our website/app, you are communicating with us. You therefore hereby consent to receive communications from us. If you subscribe to the news on our website, you are going to receive regular emails from Burn Fat and FEAST. We will continue to communicate with you by posting news and notices on the Burn Fat and FEAST website and by sending you emails. You also agree that all notices, disclosures, agreements, and other communications we provide to you electronically meet the legal requirements that such communications be in writing.

BURN FAT & FEAST ONE-TIME PAYMENT SERVICES

Any service on the BFF website and/or app that is a one-time payment online program/course is given access at the time of registration via the BFF app. The client will have access to this content for one and a half the duration of the program/course. (i.e for a 5 day course, the client

will have access for 10 days, for a 4 week course, the client will have access for 6 weeks.) The only exception to this access is if the client is a full BFF member in phase 1, 2 or 3. In that case, the client will have lifetime access as long as they are paying their membership. There are no refunds for one-time payment programs/courses.

BURN FAT & FEAST 4 WEEK HORMONE RESET

The BFF Hormone Reset is a one-time payment for the 4 weeks, followed by a monthly subscription in the Burn Fat & FEAST full membership. You will be automatically billed for Phase 1 of BFF upon completion of the 4 Week Hormone Reset. There are no refunds for the Reset or the BFF membership; however, you can cancel your membership at any time.

BURN FAT & FEAST FULL MEMBERSHIP

There are three (3) phases associated with the Burn Fat and FEAST program. This is a monthly membership (or quarterly/yearly payment if you chose that option). There are no refunds for the BFF membership; however, you can cancel your membership at any time.

BURN FAT & FEAST MEALS ONLY SUBSCRIPTION

The BFF Meals subscription is either a monthly payment, paid in full for 6 months or a year at a time. You will be automatically charged a recurring fee at the time of your choosing when you sign up (i.e., monthly, every 6 months or yearly) via the form of payment you select during your initial purchase. The current monthly meal plan will be displayed in the app immediately following registration. Members will have access to the monthly plan through the end of the month and have lifetime access to the recipe library, appropriate educational training videos and downloads as long as you are a member of BFF Meals.

BFF PROGRAM CONTENT

Once you have purchased the BFF program/membership (phase 1 and 2), the program content will be released to you on the BFF platform one (1) month at a time. Upon registration, you will have immediate login access to all video and text prep week, phase 1 (first 6 weeks) content. Five weeks after registration, you will gain access to phase 2 content (next 6 weeks). At 11 weeks after initial registration, you will have access to all content in phase 1, 2 and 3 as well as the video library and meal library.

TERMINATION OF BFF SUBSCRIPTION SERVICES

As a member of Burn Fat & FEAST memberships (full BFF membership and BFF Meals), you may cancel or terminate your account at any time, cancel any email address associated with your account, and change access to our services by accessing your account settings on the PROFILE section of the BFF app. The direct link to send a request to cancel or pause your membership is: <https://pages.burnfatandfeast.com/manage-my-membership/>. Please note that this is for future payments and drafts. Any requests to cancel must be sent at least 14 days prior to payment being processed. Cancel requests sent after this time frame will not be canceled before payment is charged. Cancel requests must be sent here: <https://pages.burnfatandfeast.com/manage-my-membership/>

Members will not be reimbursed for previously paid membership fees. Additionally, you will lose all access to our BFF content. Refunds will not be honored for memberships.

You may pause your membership for up to 2 months (8 weeks). You will not have access to any content during a paused membership. After 8 weeks, your account will be moved back to active and you will be automatically billed for your membership access unless you cancel your membership before this timeframe.

In BFF, if your membership is canceled for longer than 2 months (8 weeks), you will be required to re-start BFF from Phase 1 as if you were a new client.

As a member, you agree that Burn Fat and FEAST, without any prior written notice, can immediately suspend, terminate, discontinue and/or limit: your account, any email associated with your account, and access to any of our Services. The cause for such termination, discontinuance, suspension and/or limitation of access shall include, but is not limited to:

1. any breach or violation of our TOS or any other incorporated agreement, regulation and/or guideline,
2. by way of requests from law enforcement or any other governmental agencies,
3. the discontinuance, alteration and/or material modification to our Services, or any part thereof,
4. unexpected technical or security issues and/or problems,
5. any extended periods of inactivity,
6. any engagement by you in any fraudulent or illegal activities, and/or

7. the nonpayment of any associated fees that may be owed by you in connection with your www.burnfatandfeast.com account Services.

Furthermore, you herein agree that any and all terminations, suspensions, discontinuances, and or limitations of access for cause shall be made at our sole discretion and that we shall not be liable to you or any other third party with regards to the termination of your account, associated email address and/or access to any of our Services.

The termination of your account with www.burnfatandfeast.com shall include any and/or all of the following:

1. the removal of any access to all or part of the Services offered within www.burnfatandfeast.com and/or in the BFF app,
2. the deletion of your password and any and all related information, files, and any such content that may be associated with or inside your account, or any part thereof, and
3. the barring of any further use of all or part of our Services.

ADVERTISERS

Any correspondence or business dealings with, or the participation in any promotions of, advertisers located on or through our Services, which may include the payment and/or delivery of such related goods and/or Services, and any such other term, condition, warranty and/or representation associated with such dealings, are and shall be solely between you and any such advertiser.

When ordering or registering on our site, as appropriate, you may be asked to enter your name, email address, mailing address, phone number or other details to help you with your experience. Burn Fat and FEAST shall not be held responsible or liable for any loss or damage of any nature or manner incurred as a direct result of any such dealings or as a result of the presence of such advertisers on our website.

LINKS

Either Burn Fat and FEAST or third parties may provide links to other websites and/or resources. Thus, you acknowledge and agree that we are not responsible for the availability of any such external sites or resources, and as such, we do not endorse nor are we responsible or liable for any content, products, advertising or any other materials, on or available from such third-party sites or resources. Furthermore, you acknowledge and agree that Burn Fat and FEAST shall not

be responsible or liable, directly or indirectly, for any such damage or loss which may be a result of, caused or allegedly to be caused by or in connection with the use of or the reliance on any such content, goods or Services made available on or through any such site or resource.

PROPRIETARY RIGHTS

You do hereby acknowledge and agree that Burn Fat and FEAST's Services and any essential software that may be used in connection with our Services shall contain proprietary and confidential material that is protected by applicable intellectual property rights and other laws. Furthermore, you herein acknowledge and agree that any Content which may be contained in any advertisements or information presented by and through our Software or by advertisers is protected by copyrights, trademarks, patents or other proprietary rights and laws. Therefore, except for that which is expressly permitted by applicable law or as authorized by Burn Fat and FEAST or such applicable licensor, you agree not to alter, modify, lease, rent, loan, sell, distribute, transmit, broadcast, publicly perform and/or created any plagiaristic works which are based on Burn Fat and FEAST Services (e.g. Content or Software), in whole or part.

Burn Fat and FEAST herein has granted you personal, non-transferable and non-exclusive rights and/or license to make use of the object code on our Software on a single computer, as long as you do not allow any third party to duplicate, alter, modify, create or plagiarize work from, reverse engineer, reverse assemble or otherwise make an attempt to locate or discern any source code, sell, assign, sublicense, grant a security interest in and/or otherwise transfer any such right in the Software. Furthermore, you do herein agree not to alter or change the Software in any manner, nature or form, and as such, not to use any modified versions of the Software, including and without limitation, for the purpose of obtaining unauthorized access to our Services. Lastly, you also agree not to access or attempt to access our Services through any means other than through the interface which is provided by Burn Fat and FEAST for use in accessing our Services.

WARRANTY DISCLAIMERS

YOU HEREIN EXPRESSLY ACKNOWLEDGE AND AGREE THAT:

1. THE USE OF BURN FAT AND FEAST SERVICES AND SOFTWARE ARE AT YOUR SOLE RISK. OUR SERVICES AND SOFTWARE SHALL BE PROVIDED ON AN “AS IS” AND/OR “AS AVAILABLE” BASIS. BURN FAT AND FEAST AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT

LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

2. BURN FAT AND FEAST AND OUR SUBSIDIARIES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO SUCH WARRANTIES THAT (i) BURN FAT AND FEAST SERVICES OR SOFTWARE WILL MEET YOUR REQUIREMENTS; (ii) BURN FAT AND FEAST SERVICES OR SOFTWARE SHALL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THAT SUCH RESULTS WHICH MAY BE OBTAINED FROM THE USE OF BURN FAT AND FEAST SERVICES OR SOFTWARE WILL BE ACCURATE OR RELIABLE; (iv) QUALITY OF ANY PRODUCTS, SERVICES, ANY INFORMATION OR OTHER MATERIAL WHICH MAY BE PURCHASED OR OBTAINED BY YOU THROUGH OUR SERVICES OR SOFTWARE WILL MEET YOUR EXPECTATIONS; AND (v) THAT ANY SUCH ERRORS CONTAINED IN THE SOFTWARE SHALL BE CORRECTED.
3. ANY INFORMATION OR MATERIAL DOWNLOADED OR OTHERWISE OBTAINED BY WAY OF BURN FAT AND FEAST SERVICES OR SOFTWARE SHALL BE ACCESSED BY YOUR SOLE DISCRETION AND SOLE RISK, AND AS SUCH YOU SHALL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER AND/OR INTERNET ACCESS, DOWNLOADING AND/OR DISPLAYING, OR FOR ANY LOSS OF DATA THAT COULD RESULT FROM THE DOWNLOAD OF ANY SUCH INFORMATION OR MATERIAL.
4. NO ADVICE AND/OR INFORMATION, DESPITE WHETHER WRITTEN OR ORAL, THAT MAY BE OBTAINED BY YOU FROM BURN FAT AND FEAST OR BY WAY OF OR FROM OUR SERVICES OR SOFTWARE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.
5. A SMALL PERCENTAGE OF SOME USERS MAY EXPERIENCE SOME DEGREE OF EPILEPTIC SEIZURE(S) WHEN EXPOSED TO CERTAIN LIGHT PATTERNS OR BACKGROUNDS THAT MAY BE CONTAINED ON A COMPUTER SCREEN OR WHILE USING OUR SERVICES. CERTAIN CONDITIONS MAY INDUCE A PREVIOUSLY UNKNOWN CONDITION OR UNDETECTED EPILEPTIC SYMPTOM IN USERS WHO HAVE SHOWN NO HISTORY OF ANY PRIOR SEIZURE OR EPILEPSY. SHOULD YOU, ANYONE YOU KNOW OR ANYONE IN YOUR FAMILY HAVE AN EPILEPTIC CONDITION, PLEASE CONSULT A

PHYSICIAN IF YOU EXPERIENCE ANY OF THE FOLLOWING SYMPTOMS WHILE USING OUR SERVICES: DIZZINESS, ALTERED VISION, EYE OR MUSCLE TWITCHES, LOSS OF AWARENESS, DISORIENTATION, ANY INVOLUNTARY MOVEMENT, OR CONVULSIONS.

LIMITATION OF LIABILITY

1. YOU EXPLICITLY ACKNOWLEDGE, UNDERSTAND AND AGREE THAT BURN FAT AND FEAST AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR:
 - a. ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES WHICH MAY BE RELATED TO THE LOSS OF ANY PROFITS, GOODWILL, USE, DATA AND/OR OTHER INTANGIBLE LOSSES, EVEN THOUGH WE MAY HAVE BEEN ADVISED OF SUCH POSSIBILITY THAT SAID DAMAGES MAY OCCUR, AND RESULT FROM:THE USE OR INABILITY TO USE OUR SERVICE,
 - b. THE COST OF PROCURING SUBSTITUTE GOODS AND SERVICES,
 - c. UNAUTHORIZED ACCESS TO OR THE ALTERATION OF YOUR TRANSMISSIONS AND/OR DATA,
 - d. STATEMENTS OR CONDUCT OF ANY SUCH THIRD PARTY ON OUR SERVICE, AND
 - e. ANY OTHER MATTER WHICH MAY BE RELATED TO OUR SERVICE.

RELEASE

In the event you have a dispute, you agree to release Burn Fat and FEAST (and its officers, directors, employees, parent subsidiaries, affiliates, co-branders, partners and any other third parties) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected or unsuspected, disclosed and undisclosed, arising out of or in any way connected to such dispute.

SPECIAL ADMONITION RELATED TO FINANCIAL MATTERS

Should you intend to create or to join any service, receive or request any such news, messages, alerts or other information from our Services concerning companies, stock quotes, investments or securities, please review the above Sections “Warranty Disclaimers” and “Limitations of Liability” again. Burn Fat and FEAST's content is provided primarily for informational/educational purposes, and no content that shall be provided or included in our Services is intended for trading or investing purposes. Burn Fat and FEAST and our licensors shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted and/or made available by way of our Services, and shall not be responsible or liable for any trading and/or investment decisions based on any such information.

EXCLUSION AND LIMITATIONS

THERE ARE SOME JURISDICTIONS WHICH DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OF EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS OF SECTIONS WARRANTY DISCLAIMERS AND LIMITATION OF LIABILITY MAY NOT APPLY TO YOU.

THIRD PARTY BENEFICIARIES

You herein acknowledge, understand and agree, unless otherwise expressly provided in this TOS, that there shall be no third-party beneficiaries to this agreement.

NOTICE

Burn Fat and FEAST may furnish you with notices, including those with regards to any changes to the TOS, including but not limited to email, regular mail, MMS or SMS, text messaging, postings on our website, Services, or other reasonable means currently known or any which may be herein after developed. Any such notices may not be received if you violate any aspects of the TOS by accessing our Services in an unauthorized manner. Your acceptance of this TOS constitutes your agreement that you are deemed to have received any and all notices that would have been delivered had you accessed our Services in an authorized manner.

TRADEMARK INFORMATION

You herein acknowledge, understand and agree that all of the Burn Fat and FEAST trademarks, copyright, trade name, service marks, and other Burn Fat and FEAST logos and any brand features, and/or product and service names are trademarks and as such, are and shall remain the property of Burn Fat and FEAST. You herein agree not to display and/or use in any manner the

Burn Fat and FEAST logo or marks without obtaining Burn Fat and FEAST's prior written consent.

COPYRIGHT OR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS NOTICE & PROCEDURES

Burn Fat and FEAST will always respect the intellectual property of others, and we ask that all of our users do the same. With regards to appropriate circumstances and at its sole discretion, Burn Fat and FEAST may disable and/or terminate the accounts of any user who violates our TOS and/or infringes the rights of others. If you feel that your work has been duplicated in such a way that would constitute copyright infringement, or if you believe your intellectual property rights have been otherwise violated, you should provide to us the following information:

1. The electronic or the physical signature of the individual that is authorized on behalf of the owner of the copyright or other intellectual property interest.
2. A description of the copyrighted work or other intellectual property that you believe has been infringed upon.
3. A description of the location of the site which you allege has been infringing upon your work.
4. Your physical address, telephone number, and email address.
5. A statement, in which you state that the alleged and disputed use of your work is not authorized by the copyright owner, its agents or the law.
6. And finally, a statement, made under penalty of perjury, that the aforementioned information in your notice is truthful and accurate, and that you are the copyright or intellectual property owner, representative or agent authorized to act on the copyright or intellectual property owner's behalf.

The Burn Fat and FEAST Agent for notice of claims of copyright or other intellectual property infringement can be contacted as follows

Mailing Address:

Burn Fat and FEAST
Attn: Copyright Agent
112 Confederate Drive

Franklin, TN 37064
Email: info@burnfatandfeast.com

CLOSED CAPTIONING

Burn Fat and FEAST complies with all applicable Federal Communications Commission rules and regulations regarding the closed captioning of video content. For more information, please visit our website at www.burnfatandfeast.com.

GENERAL INFORMATION

ENTIRE AGREEMENT

This TOS constitutes the entire agreement between you and Burn Fat and FEAST and shall govern the use of our Services, superseding any prior version of this TOS between you and us with respect to Burn Fat and FEAST Services. You may also be subject to additional terms and conditions that may apply when you use or purchase certain other Burn Fat and FEAST Services, affiliate Services, third-party content or third-party software.

ATTORNEY FEES PROVISION

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled

CHOICE OF LAW, FORUM AND MEDIATION

It is at the mutual agreement of both you and Burn Fat and FEAST with regard to the TOS that the relationship between the parties shall be governed by the laws of the state of Tennessee without regard to its conflict of law provisions and that any and all claims, causes of action and/or disputes, arising out of or relating to the TOS, or the relationship between you and Burn Fat and FEAST, shall be filed within the courts having jurisdiction within Williamson County Williamson or the United States District Court located in said state. You and Burn Fat and FEAST agree to submit to the jurisdiction of the courts as previously mentioned, and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts. You and BFF agree that prior to filing any litigation in any court, you will

first attempt to resolve the dispute and submit to mediation with a mutually agreeable mediator in Williamson County, Tennessee.

WAIVER AND SEVERABILITY OF TERMS

At any time, should Burn Fat and FEAST fail to exercise or enforce any right or provision of the TOS, such failure shall not constitute a waiver of such right or provision. If any provision of this TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

NO RIGHT OF SURVIVORSHIP NON-TRANSFERABILITY

You acknowledge, understand and agree that your account is non-transferable and any rights to your ID and/or contents within your account shall terminate upon your death. Upon receipt of a copy of a death certificate, your account may be terminated and all contents therein permanently deleted.

STATUTE OF LIMITATIONS

You acknowledge, understand and agree that regardless of any statute or law to the contrary, any claim or action arising out of or related to the use of our Services or the TOS must be filed within one (1) year after said claim or cause of action arose or shall be forever barred.

VIOLATIONS

Please report any and all violations of this TOS to Burn Fat and FEAST as follows:

Email: info@burnfatandfeast.com