#### Disclaimer:

The information in The Wellness 5 Kickstart is for educational purposes only and does not substitute medical advice. No medical advice given - always consult your doctor.

This video and content are the exclusive copyright of The Outdoors Dietitian LLC and may not be used without express permission.

**Refund Policy: The Outdoors Dietitian** 

**URL:** www.outdoorsdietitian.com

The website listed above, hereinafter referred to as "Website" is operated by the following party:

The Outdoors Dietitian LLC, a limited liability company, organized under the laws of the state of Pennsylvania (hereinafter referred to as "Operator")

For any questions or comments regarding this Refund Policy, the Operator may be reached at the following contact points:

Kim@outdoorsdietitian.com

330-515-6703

Refunds are permitted on digital products. Customers may request a refund on digital products sold within 7 days of purchase. No refunds will be permitted after the start of the course.

The following entitle a customer to a refund:

The product was not delivered to the customer.

The product was not available for download by the customer.

The product file was corrupt.

The customer repurchased the product after an initial purchase in error.

The product was not quality (in other words, the product contains provable errors or inaccuracies).

If the above conditions are not met, Operator reserves the right to reject the refund.

Products may be returned due to incompatibility with a customer's software or device, but please contact Operator first.

Refunds are issued at the Operator's discretion and may be accepted or rejected as such.

### **Non-Disclosure Agreement**

### State of Pennsylvania

This Non-Disclosure Agreement (hereinafter "Agreement"), effective as of the date set forth at the end of this document, is made by and between the following parties: The Outdoors Dietitian, located at the following address:

810 Morgan Ave

Belle Vernon, PA 15012

and Purchaser of 2021 Reset, located at the following address:

Purchaser of 2021 Reset

Hereinafter, the following party will be referred to as "Party A": The Outdoors Dietitian. The following party will be referred to as "Party B": Purchaser of 2021 Reset. Collectively, Party A and Party B may be referred to as "Parties."

WHEREAS, Party A and Party B each possess certain non-public Confidential Information (as hereinafter defined) and Trade Secret Information (as hereinafter defined) (collectively the "Proprietary Information") regarding their business operations and development:

WHEREAS, the Parties agree that the Proprietary Information is secret and valuable to each of their respective businesses;

WHEREAS, the Parties may enter or have entered into a business relationship, specifically, a consultation which requires secrecy, through which they will each have access to the other party's Proprietary Information;

WHEREAS, each of the Parties desires to maintain the secret and private nature of any Proprietary Information given;

NOW, therefore, in consideration of the covenants and promises contained in this Agreement, the Parties agree as follows:

# 1) DEFINITIONS

As used in this Agreement:

- a) "Receiving Party" refers to the Party that is receiving the Proprietary Information and "Disclosing Party" refers to the Party that is disclosing the Proprietary Information. As both Parties to this contract will be receiving and disclosing Proprietary Information, the terms may refer to one or both Parties throughout this Agreement.
- b) Confidential Information refers to any information which is confidential and commercially valuable to either of the Parties. The Confidential Information may be in the form of documents, techniques,

methods, practices, tools, specifications, inventions, patents, trademarks, copyrights, equipment, algorithms, models, samples, software, drawings, sketches, plans, programs or other oral or written knowledge and/or secrets and may pertain to, but is not limited to, the fields of research and development, forecasting, marketing, personnel, customers, suppliers, intellectual property and/or finance or any other information which is confidential and commercially valuable to either of the Parties.

Confidential Information may or may not be disclosed as such, through labeling, but is to be considered any information which ought to be treated as confidential under the circumstances through which it was disclosed.

Confidential Information shall not mean any information which:

- I) is known or available to the public at the time of disclosure or became known or available after disclosure through no fault of the Receiving Party;
- II) is already known, through legal means, to the Receiving Party;
- III) is given by the Disclosing Party to third parties, other than the Receiving Party, without any restrictions;
- IV) is given to the Receiving Party by any third party who legally had the Confidential Information and the right to disclose it; or
- V) is developed independently by the Receiving Party and the Receiving Party can show such independent development.
- c) "Trade Secret Information" shall be defined specifically as any formula, process, method, pattern, design or other information that is not known or reasonably ascertainable by the public, consumers, or competitors through which, and because of such secrecy, an economic or commercial advantage can be achieved.

# 2) TERM

This Agreement shall be effective as of the date set forth at the bottom of the document and remain in full force and effect for the following time period: 1 year. The nondisclosure provisions of this Agreement, as applicable to the Receiving Party's duties with regard to the Confidential Information, shall survive the termination of this Agreement for a period of 3 (three) years. Notwithstanding the foregoing, the obligations to maintain the confidentiality of Trade Secret information shall last forever, or for as long as such information remains a trade secret under applicable law, whichever occurs first.

#### 3) RESTRICTIONS

Both Parties hereby agree they shall:

a) Not disclose the Proprietary Information via any unauthorized means to any third parties throughout the duration of this Agreement and the Parties' relationship with each other;

- b) Not disclose the Confidential Information via any unauthorized means to any third parties for a period of 3 (three) years following the termination of this Agreement, as established in the term provision of this Agreement,
- c) Not disclose the Trade Secret Information forever, or for as long as such information remains a trade secret under applicable law, whichever occurs first, to any third party at any time;
- d) Not use the Confidential Information or the Trade Secret Information for any purpose except those contemplated herein or expressly authorized by the Disclosing Party.

# 4) PERMISSIONS

Receiving Party may disclose the Proprietary Information in accordance with governmental orders, including judicial notices, provided that Receiving Party gives Disclosing Party reasonable notice and Receiving Party agrees to comply with applicable protective orders or their equivalents. Receiving Party shall take all reasonable security precautions which Receiving Party would use to protect its own Confidential Information. Receiving Party must use stringent security precautions to protect the Trade Secret Information. Proprietary Information may be disclosed only to the Receiving Party's employees or consultants on an as-needed and need-to-know basis. Any employee, consultant, parent, subsidiary, affiliate or other related party of the Receiving Party that is permitted to access the Proprietary Information shall be instructed to maintain confidentiality of such information. Such related parties permitted to access the Proprietary Information shall not be permitted to make unauthorized copies of any tangible manifestations of such information. The Receiving Party must keep and use written agreements with any and all related parties that have access to the Proprietary Information to maintain compliance with the terms of this Agreement. Proprietary Information may be disclosed pursuant to the Parties' business relationship or as provided hereunder.

# 5) OWNERSHIP MAINTAINED

Both Parties acknowledge and agree that any Proprietary Information disclosed under this Agreement shall remain the exclusive property of the Disclosing Party. Nothing in this Agreement shall be construed as granting any rights in the Proprietary Information to the Party receiving such information.

# 6) RIGHTS AND REMEDIES

Receiving Party hereby agrees to promptly notify Disclosing Party of any disclosure of any Proprietary Information in violation of this Agreement, whether such disclosure was inadvertent or done with aforethought. Receiving Party also agrees to notify Disclosing Party of any legal matter or process requiring disclosure of any Proprietary Information before producing any such information. Receiving Party agrees to cooperate with Disclosing Party to assist in the collection and retention of Proprietary Information after any unauthorized disclosure and to prevent further unauthorized use or dissemination of the Proprietary Information. Receiving Party shall return any tangible documents or products, including originals, copies, summaries, or notes of the Proprietary Information or certify destruction of the same at the Disclosing Party's sole and exclusive discretion. Receiving Party acknowledges that monetary damages may not be a sufficient remedy for any unauthorized disclosure of the Proprietary Information and, as such, Disclosing Party may seek injunctive or equitable relief, without waiving any other rights or remedies, in a court of competent jurisdiction.

### 7) GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the state of Pennsylvania and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within the State of Pennsylvania.

# 8) NO WAIVER

None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.

# 9) SEVERABILITY

If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.

## 10) NO AGENCY

Nothing in this Agreement shall be construed to create any partnership, joint venture or similar relationship between the Parties and nothing herein shall be construed to denote any kind of agency between the Parties.

# 11) PUBLIC ANNOUNCEMENT

Neither Party will make any public announcement or disclosure about the existence of this Agreement or any of the terms herein without the prior written approval of the other Party.

# 12) ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.

#### 13) HEADINGS

Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.

### 14) COUNTERPARTS

This Agreement may be executed in counterparts, all of which shall constitute a single agreement. If the dates set forth at the end of this document are different, this Agreement is to be considered effective as of the date that both Parties have signed the agreement, which may be the later date.

# **SIGNATURES**

The Outdoors Dietitian:		
Sign:	_ Date:	
Print:		
Purchaser of 2021 Reset :		
Sign:	Date:	
Print:		
Privacy Policy		
Effective date: September 01, 2018		
The Outdoors Dietitian ("us", "we", or "our") or "Service").	perates the www.outdoorsdietitian.com v	vebsite (the

This page informs you of our policies regarding the collection, use, and disclosure of personal data when you use our Service and the choices you have associated with that data. This Privacy Policy for Outdoors Dietitian is powered by FreePrivacyPolicy.com.

We use your data to provide and improve the Service. By using the Service, you agree to the collection and use of information in accordance with this policy. Unless otherwise defined in this Privacy Policy, terms used in this Privacy Policy have the same meanings as in our Terms and Conditions, accessible from www.outdoorsdietitian.com

Information Collection And Use

We collect several different types of information for various purposes to provide and improve our Service to you.

Types of Data Collected Personal Data

While using our Service, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you ("Personal Data"). Personally identifiable information may include, but is not limited to:

Email address
First name and last name
Phone number
Address, State, Province, ZIP/Postal code, City

Cookies and Usage Data Usage Data

We may also collect information how the Service is accessed and used ("Usage Data"). This Usage Data may include information such as your computer's Internet Protocol address (e.g. IP address), browser type, browser version, the pages of our Service that you visit, the time and date of your visit, the time spent on those pages, unique device identifiers and other diagnostic data.

Tracking & Cookies Data

We use cookies and similar tracking technologies to track the activity on our Service and hold certain information.

Cookies are files with small amount of data which may include an anonymous unique identifier. Cookies are sent to your browser from a website and stored on your device. Tracking technologies also used are beacons, tags, and scripts to collect and track information and to improve and analyze our Service.

You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our Service.

Examples of Cookies we use:

Session Cookies. We use Session Cookies to operate our Service.

Preference Cookies. We use Preference Cookies to remember your preferences and various settings. Security Cookies. We use Security Cookies for security purposes.

Use of Data

Outdoors Dietitian uses the collected data for various purposes:

To provide and maintain the Service

To notify you about changes to our Service

To allow you to participate in interactive features of our Service when you choose to do so

To provide customer care and support

To provide analysis or valuable information so that we can improve the Service

To monitor the usage of the Service

To detect, prevent and address technical issues

Transfer Of Data

Your information, including Personal Data, may be transferred to — and maintained on — computers located outside of your state, province, country or other governmental jurisdiction where the data protection laws may differ than those from your jurisdiction.

If you are located outside United States and choose to provide information to us, please note that we transfer the data, including Personal Data, to United States and process it there.

Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer.

Outdoors Dietitian will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy and no transfer of your Personal Data will take place to an

organization or a country unless there are adequate controls in place including the security of your data and other personal information.

Disclosure Of Data

Legal Requirements

Outdoors Dietitian may disclose your Personal Data in the good faith belief that such action is necessary to:

To comply with a legal obligation

To protect and defend the rights or property of Outdoors Dietitian

To prevent or investigate possible wrongdoing in connection with the Service

To protect the personal safety of users of the Service or the public

To protect against legal liability

Security Of Data

The security of your data is important to us, but remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect your Personal Data, we cannot guarantee its absolute security.

### Service Providers

We may employ third party companies and individuals to facilitate our Service ("Service Providers"), to provide the Service on our behalf, to perform Service-related services or to assist us in analyzing how our Service is used.

These third parties have access to your Personal Data only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.

### **Analytics**

We may use third-party Service Providers to monitor and analyze the use of our Service.

# Google Analytics

Google Analytics is a web analytics service offered by Google that tracks and reports website traffic. Google uses the data collected to track and monitor the use of our Service. This data is shared with other Google services. Google may use the collected data to contextualize and personalize the ads of its own advertising network.

You can opt-out of having made your activity on the Service available to Google Analytics by installing the Google Analytics opt-out browser add-on. The add-on prevents the Google Analytics JavaScript (ga.js, analytics.js, and dc.js) from sharing information with Google Analytics about visits activity.

For more information on the privacy practices of Google, please visit the Google Privacy & Terms web page: https://policies.google.com/privacy?hl=en

### Links To Other Sites

Our Service may contain links to other sites that are not operated by us. If you click on a third party link, you will be directed to that third party's site. We strongly advise you to review the Privacy Policy of every site you visit.

We have no control over and assume no responsibility for the content, privacy policies or practices of any third party sites or services.

### Children's Privacy

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

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

### Changes To This Privacy Policy

We may update our Privacy Policy from time to time. We will notify you of any changes by posting the new Privacy Policy on this page.

We will let you know via email and/or a prominent notice on our Service, prior to the change becoming effective and update the "effective date" at the top of this Privacy Policy.

You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.

#### Contact Us

If you have any questions about this Privacy Policy, please contact us:

By email: Kim@outdoorsdietitian.com

#### TERMS/CONDITIONS/DISCLAIMER

Welcome to The Outdoors Dietitian

These terms and conditions outline the rules and regulations for the use of The Outdoors Dietitian's Website.

The Outdoors Dietitian is located at:

810 Morgan Ave

Belle Vernon, PA

By accessing this website we assume you accept these terms and conditions in full. Do not continue to use Outdoors Dietitian's website

if you do not accept all of the terms and conditions stated on this page.

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice

and any or all Agreements: "Client", "You" and "Your" refers to you, the person accessing this website and accepting the Company's terms and conditions. "The Company", "Ourselves", "We", "Our" and "Us", refers

to our Company. "Party", "Parties", or "Us", refers to both the Client and ourselves, or either the Client or ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake

the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client's needs in respect

of provision of the Company's stated services/products, in accordance with and subject to, prevailing law

of . Any use of the above terminology or other words in the singular, plural,

capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to same. Cookies

We employ the use of cookies. By using Outdoors Dietitian's website you consent to the use of cookies in accordance with Outdoors Dietitian's privacy policy. Most of the modern day interactive web sites use cookies to enable us to retrieve user details for each visit. Cookies are used in some areas of our site

to enable the functionality of this area and ease of use for those people visiting. Some of our affiliate / advertising partners may also use cookies.License

Unless otherwise stated, Outdoors Dietitian and/or it's licensors own the intellectual property rights for all material on Outdoors Dietitian. All intellectual property rights are reserved. You may view and/or print

pages from https://www.outdoorsdietitian.com for your own personal use subject to restrictions set in these terms and conditions.

You must not:

Republish material from https://www.outdoorsdietitian.com

Sell, rent or sub-license material from https://www.outdoorsdietitian.com

Reproduce, duplicate or copy material from https://www.outdoorsdietitian.com

Redistribute content from Outdoors Dietitian (unless content is specifically made for redistribution). User Comments

This Agreement shall begin on the date hereof.

Certain parts of this website offer the opportunity for users to post and exchange opinions, information.

material and data ('Comments') in areas of the website. Outdoors Dietitian does not screen, edit, publish

or review Comments prior to their appearance on the website and Comments do not reflect the views or

opinions of Outdoors Dietitian, its agents or affiliates. Comments reflect the view and opinion of the person who posts such view or opinion. To the extent permitted by applicable laws Outdoors Dietitian shall

not be responsible or liable for the Comments or for any loss cost, liability, damages or expenses caused

and or suffered as a result of any use of and/or posting of and/or appearance of the Comments on this

website.

Outdoors Dietitian reserves the right to monitor all Comments and to remove any Comments which it considers

in its absolute discretion to be inappropriate, offensive or otherwise in breach of these Terms and Conditions.

You warrant and represent that:

You are entitled to post the Comments on our website and have all necessary licenses and consents to

do so:

The Comments do not infringe any intellectual property right, including without limitation copyright,

patent or trademark, or other proprietary right of any third party;

The Comments do not contain any defamatory, libelous, offensive, indecent or otherwise unlawful material

or material which is an invasion of privacy

The Comments will not be used to solicit or promote business or custom or present commercial activities

or unlawful activity.

You hereby grant to Outdoors Dietitian a non-exclusive royalty-free license to use, reproduce, edit and authorize others to use, reproduce and edit any of your Comments in any and all forms, formats

or media.

### Hyperlinking to our Content

The following organizations may link to our Web site without prior written approval:

Government agencies;

Search engines;

News organizations;

Online directory distributors when they list us in the directory may link to our Web site in the same manner as they hyperlink to the Web sites of other listed businesses; and

Systemwide Accredited Businesses except soliciting non-profit organizations, charity shopping malls,

and charity fundraising groups which may not hyperlink to our Web site.

These organizations may link to our home page, to publications or to other Web site information so long

as the link: (a) is not in any way misleading; (b) does not falsely imply sponsorship, endorsement or

approval of the linking party and its products or services; and (c) fits within the context of the linking

party's site.

We may consider and approve in our sole discretion other link requests from the following types of organizations:

commonly-known consumer and/or business information sources such as Chambers of Commerce, American

Automobile Association, AARP and Consumers Union;

dot.com community sites;

associations or other groups representing charities, including charity giving sites, online directory distributors;

internet portals;

accounting, law and consulting firms whose primary clients are businesses; and educational institutions and trade associations.

We will approve link requests from these organizations if we determine that: (a) the link would not reflect

unfavorably on us or our accredited businesses (for example, trade associations or other organizations representing inherently suspect types of business, such as work-at-home opportunities, shall not be allowed

to link); (b)the organization does not have an unsatisfactory record with us; (c) the benefit to us from the visibility associated with the hyperlink outweighs the absence of; and (d) where the link is in the context of general resource information or is otherwise consistent with editorial content in a newsletter or similar product furthering the mission of the organization.

These organizations may link to our home page, to publications or to other Web site information so long as

the link: (a) is not in any way misleading; (b) does not falsely imply sponsorship, endorsement or approval

of the linking party and it products or services; and (c) fits within the context of the linking party's site.

If you are among the organizations listed in paragraph 2 above and are interested in linking to our website.

you must notify us by sending an e-mail to outdoorsdietitian@gmail.com.

Please include your name, your organization name, contact information (such as a phone number and/or e-mail

address) as well as the URL of your site, a list of any URLs from which you intend to link to our Web site.

and a list of the URL(s) on our site to which you would like to link. Allow 2-3 weeks for a response.

Approved organizations may hyperlink to our Web site as follows:

By use of our corporate name; or

By use of the uniform resource locator (Web address) being linked to; or

By use of any other description of our Web site or material being linked to that makes sense within the

context and format of content on the linking party's site.

No use of Outdoors Dietitian's logo or other artwork will be allowed for linking absent a trademark license

agreement.

**Iframes** 

Without prior approval and express written permission, you may not create frames around our Web pages or

use other techniques that alter in any way the visual presentation or appearance of our Web site. Reservation of Rights

We reserve the right at any time and in its sole discretion to request that you remove all links or any particular

link to our Website. You agree to immediately remove all links to our Web site upon such request. We also

reserve the right to amend these terms and conditions and its linking policy at any time. By continuing to link to our Website, you agree to be bound to and abide by these linking terms and conditions. Removal of links from our website

If you find any link on our Web site or any linked web site objectionable for any reason, you may contact

us about this. We will consider requests to remove links but will have no obligation to do so or to respond

directly to you.

Whilst we endeavour to ensure that the information on this website is correct, we do not warrant its completeness

or accuracy; nor do we commit to ensuring that the website remains available or that the material on the

website is kept up to date.

Content Liability

We shall have no responsibility or liability for any content appearing on your Web site. You agree to indemnify

and defend us against all claims arising out of or based upon your Website. No link(s) may appear on any

page on your Web site or within any context containing content or materials that may be interpreted as libelous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third party rights.

#### Disclaimer

To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to our website and the use of this website (including, without limitation, any warranties implied by law in respect of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill). Nothing in this disclaimer will:

limit or exclude our or your liability for death or personal injury resulting from negligence; limit or exclude our or your liability for fraud or fraudulent misrepresentation; limit any of our or your liabilities in any way that is not permitted under applicable law; or exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and exclusions of liability set out in this Section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the disclaimer or in relation to the subject matter of this disclaimer, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

To the extent that the website and the information and services on the website are provided free of charge,

we will not be liable for any loss or damage of any nature.

The information contained on this website and the resources available through the website is not intended and should not be used to substitute as medical advice. Prior to making any lifestyle changes, you should always contact your physician first.

The information contained on this Website are for educational and informational purposes only.

Terms of use can be changed at any time. It is your responsibility to check the terms often.

# Credit & Contact Information

This Terms and conditions page was created at termsandconditionstemplate.com generator. If you have any queries regarding any of our terms, please contact us.