

User Agreement with Kitchen Life Transformation, LLC

IMPORTANT: Please read carefully. BY PURCHASING THE FIRST MONTH'S MEMBERSHIP IN THE STRESS-FREE DINNER CLUB (Program), as well as by ACCESSING OR USING THE CONTENT WITHIN THE PROGRAM, YOU ACKNOWLEDGE THAT

- A. YOU HAVE READ THIS AGREEMENT,
- B. YOU UNDERSTAND IT, AND
- C. THAT YOU ACCEPT AND AGREE TO BE BOUND BY ITS TERMS.

This Agreement ("Agreement") is a legal contract with

Kitchen Life Transformation, LLC ("Kitchen Life Transformation")
Huntersville, NC
kare@kitchenlifetransformation.com

("YOU", an individual) Collectively the "Parties"

WHEREAS, Kitchen Life Transformation is engaged in the business of client coaching services; and WHEREAS, YOU desire to engage Kitchen Life Transformation to provide kitchen and meal planning coaching services to YOU in the form of audio, video, and/or visual presentations and periodic group coaching;

NOW, THEREFORE, the Parties agree as follows:

SECTION 1: Membership and Program Fees

1. Program: Under the terms of this Agreement, Kitchen Life Transformation agrees to provide meal planning coaching services to YOU in the form of audio, video, and/or visual presentations and periodic group coaching in the Program called The Stress-Free Dinner Club ("Program") in exchange for a Program Fee. Program Fees will be determined according to paragraph 4. below. Your access to such Program is made conditional on payment of such Program Fee.
2. Term: The Term of this Agreement will commence upon YOUR payment of the initial monthly fee determined according to paragraph 4 of this Agreement. YOU agree and understand that upon commencement of your membership through this initial payment, YOU will become enrolled in the Program on a month-to-month basis beginning on the day of the initial payment.
3. Termination: Kitchen Life Transformation may terminate this Agreement at any time in its discretion upon notice to YOU. Section 3 below shall survive termination of this Agreement, binding YOU to Confidentiality in perpetuity.

4. Program Fees: By accepting the terms of this Agreement, YOU agree and understand that you are committing to pay Kitchen Life Transformation monthly payments of \$47. YOU can cancel any time with written notice to Kitchen Life Transformation at kare@kitchenlifetransformation.com. Kitchen Life Transformation will cancel your membership within seven business days.

5. No Refunds: Kitchen Life Transformation abides by a strict, no-refund policy. By accepting the terms of this Agreement, YOU agree and understand that you are foregoing the right to claim any refund of fees paid for access and use of the Program offered by Kitchen Life Transformation.

YOU further acknowledge that in accepting the terms of this Agreement and affirmatively seeking the benefits of and membership in such Program, YOU are taking full responsibility for YOUR OWN success. Thus, YOU agree that you will not request a refund.

SECTION 2: NO WARRANTIES

1. All content, information, products and/or services in the program are an “as is” and “as available” basis without any representations or warranties of any kind including the warranties of merchantability or fitness for any purpose, express or implied, to the full extent permissible by law. Kitchen Life Transformation makes no representation or warranties as to the content, information, materials, products, and/or services provided in the program. Kitchen Life Transformation makes no warranties that the program will perform or operate to meet your requirements or that the information presented will be complete, current, or error-free. Kitchen Life Transformation disclaims all warranties, implied and express, for any purpose to the full extent permitted by law.

2. Success not Guaranteed: By accepting the terms of this Agreement, YOU agree and understand that Kitchen Life Transformation provides the Program related to kitchen and meal planning coaching only and guarantees no specific results. YOU take full responsibility for YOUR own success.

3. Content of the program: Kitchen Life Transformation does not represent itself as providing services equivalent in any way to a nutritionist, dietitian, or medical/nutrition professional of any kind. The recipes, meal plans, and use of ingredients provided are not prescriptive in a health, wellness, medical, or nutrition capacity. All content of the Program is designed to help with the logistics and efficiency of meal planning only.

No content or anything expressed in the Program is intended to diagnose, treat, cure, or prevent any perceived or medically diagnosed disease, symptom, or sign that is of a physical,

emotional, psychosomatic, or cognitive nature. The content of this program is in no way intended to provide nutritional, weight loss, or health advice

By accepting the terms of this Agreement, YOU understand and agree that YOU will contact your own doctor should YOU have questions about changing the types of food YOU eat or methods by which those foods are cooked/prepared. YOU also understand and agree that it is your responsibility to be aware of signs of spoilage, undercooked food, and other food safety guidelines for your safety. Kitchen Life Transformation is not responsible for how you prepare any food you prepare while following any of the Program's recipes, kitchen or cooking tips, or other information.

4. Limited Liability: In no event will Kitchen Life Transformation be liable to YOU or any party related to you for any damages resulting from your participation in the Program, whether under a theory of contract, warranty, tort (including negligence) products liability or otherwise, even if Kitchen Life Transformation has been advised of the possibility of such damages. Limitations herein described shall be applied to the greatest extent enforceable under applicable law.

Due to the variations in the age and working condition of kitchen/cooking appliances used by YOU, Kitchen Life Transformation cannot guarantee the outcome of any individual ingredient or meal with respect to taste, health, or safety.

Kitchen Life Transformation expressly disclaims any and all liability of any kind with respect to any act or omission wholly or in part in reliance on anything contained in this program

YOU agree that under no circumstances, Kitchen Life Transformation and/or its officers, employees, successors, shareholders, joint venture partners, or anyone else working with Kitchen Life Transformation shall be liable for any direct, indirect, incidental, consequential, equitable, special, punitive, exemplary, or any other damages resulting from your use of the Program including but not limited to all the content, information, products, services, and graphics presented in the Program.

YOU expressly agree that your use of the Program is at your sole risk and that YOU are solely responsible for the accuracy of the personal and any information YOU provide, outcome of your actions, personal results, and for all other use in connection with the Program. No results are promised to you.

YOU also expressly agree that Kitchen Life Transformation and/or its officers, employees, successors, shareholders, joint venture partners, or anyone else working with Kitchen Life Transformation shall not be liable to YOU for any damages resulting from 1) any errors or omissions in the Program, delay or denial of any products or services, failure of performance of any kind, interruption in operation or use of the Program website, website attacks including computer virus, hacking of information, and any other system failures; 2) any real, diagnosed or perceived changes of a physical, emotional, psychosomatic, or cognitive nature; 3) any theft or

unauthorized access by third party of your information from the Program regardless of our negligence; 4) any use or misuse of the information, products and/or services offered in the Program; and (5) any discontinuance of our Program for any reason.

This limitation of liability shall apply whether such liability arises from negligence, breach of contract, tort, or any other legal theory of liability. You agree that we provide no express or implied guarantees to you for the content presented here, and you agree that in the event of litigation, the amount of damages owed to you are limited to the amount you paid for the Program.

SECTION 3: Confidentiality

1. Confidentiality: Only authorized users, who have duly attained access to the Program offered by Kitchen Life Transformation by personally agreeing to the terms of this Agreement are permitted use and participate with such Program. Except as expressly authorized by this Agreement, YOU shall not provide or make available any Documentation, Video, Audio, or any login credentials to any third party, or use the Documentation, Video, Audio, or any login member credentials to teach any third party, or otherwise disclose or discuss information revealed in any portion of the Program(s) for any purpose other than exercising rights expressly granted to you by this Agreement.

2. Intellectual Property: YOU acknowledge that any Audio and/or Visual Presentations, Documentation, and other elements of the System are the sole Intellectual Property of Kitchen Life Transformation under United States copyright, trademark and other intellectual property laws and international treaties. YOU further acknowledge and agree that, as between YOU and Kitchen Life Transformation, the Program, and its third party licensors own and shall continue to own all right, title, and interest in and to the Audio and/or Visual Presentations, Documentation, and other elements, including associated intellectual property rights under copyright, trade secret, patent, or trademark laws. Except for the limited, revocable license expressly granted to you herein, this Agreement does not grant you any ownership or other right or interest in or to the Audio and/or Visual Presentations, Documentation, and other elements of the System, or any other intellectual property rights of Kitchen Life Transformation, whether by implication, estoppel, or otherwise. Any and all trademarks or service marks that Kitchen Life Transformation uses in connection with services rendered by Kitchen Life Transformation are marks owned by Kitchen Life Transformation. This Agreement does not grant you any right, license, or interest in such marks, and you shall not assert any right, license, or interest in such marks or any words or designs that are confusingly similar to such marks.

SECTION 4: Mediation and Arbitration

Any dispute between the Parties under this Agreement shall be first submitted to mediation and then if still unresolved to binding arbitration. Said mediation or binding arbitration shall comply with and be governed by the provisions of the laws of the State of North Carolina unless the Parties stipulate otherwise.

SECTION 5: Miscellaneous

1. Non transferability: The rights and obligations under this Agreement are personal to YOU. YOU may not assign or transfer any rights or obligations under this Agreement.

2. Indemnification: YOU will, at your own expense, defend, indemnify, and hold Kitchen Life Transformation, its agents, and employees harmless from any and all claims, actions, liabilities, injuries, damages, losses, grants, costs, and expenses, including attorney fees, arising out of or in connection with any use of the Program of this Agreement.

3. Integration: This Agreement, along with any additional terms or policies incorporated herein by reference, represents the entire Agreement between YOU and Kitchen Life Transformation concerning the Program, and this Agreement supersedes and replaces any prior proposal, representation, or understanding YOU may have had with Kitchen Life Transformation relating to the Program, whether oral or written.

4. Amendment: Kitchen Life Transformation reserves the right, in its sole discretion, to amend this Agreement in writing by giving notice to YOU.

Governing law: This Agreement shall be governed by and interpreted in all respects in accordance with the laws of the United States of America and the State of North Carolina.

BY SUBMITTING YOUR INITIAL PAYMENT, YOU ACKNOWLEDGE THAT YOU UNDERSTAND AND AGREE TO ALL OF THE AFOREMENTIONED TERMS, INCLUDING THOSE RELATED TO PROGRAM FEES, AUTOMATIC MONTHLY BILLING, STRICT NO REFUND POLICY, AND CONFIDENTIALITY.