

**BY PURCHASING THE MULTI-GENERATIONAL HEALTH COURSE, YOU ARE AGREEING
TO THE PARTICIPATION POLICIES, GENERAL TERMS AND CONDITIONS
SETFORTH BELOW.**

Background:

- Mom's Good Taste® is a nonprofit organization advancing multi-generational health; and offers a free online program for preconception, prenatal, and postpartum women (hereafter referred to as "The Multi-Generational Health Course"),
- and
- The individual is purchasing The Multi-Generational Health Course in order to participate in and avail himself/herself/themselves of the benefits of The Multi-Generational Health Course and by purchasing, understands that he/she/they are agreeing to this document in entirety.

1. The Multi-Generational Health Course Agreement (hereafter referred to as the "Agreement") is entered into on the date of purchase by and between Mom's Good Taste® (including each of its affiliated organizations, partners, directors, managers, officers, sponsors, donors, employees, agents, volunteers, successors, contractors, and assigns, hereafter collectively referred to as the "Provider"), and the individual purchasing The Multi-Generational Health Course (hereafter referred to as "Client").

2. 3-DAY RECISSION: New clients have three days after purchasing The Multi-Generational Health Course to cancel their purchase, without penalty. If The Multi-Generational Health Course is cancelled within three days, Client's access to The Multi-Generational Health Course will be revoked, Client will sign an agreement, and Provider will return all amounts paid (in the same manner as paid) within 30 days after cancellation. If the original payment was paid by credit card, the amount paid will be credited to the card used for the original transaction. There will be no refunds considered or paid after this period.

3. DESCRIPTION OF THE MUTLI-GENERATIONAL HEALTH COURSE

- 1) The Fee for The Multi-Generational Health Course is \$0 without modifications, Upgrades, or additional services/products.

4. PROGRAM PURCHASE: See copy of "Instructions: The Multi-Generational Health Course Purchase" attached hereto and made a part hereof by reference, as "Exhibit 1".

5. CLIENT OBLIGATIONS: Upon purchasing The Multi-Generational Health Course:

A. Client hereby consents to the provision of Nutrition Education Services by Provider including The Multi-Generational Health Course and associated communications and content.

B. Client understands and agrees that upon purchasing The Multi-Generational Health Course, he/she/they will consult and discuss nutrition and diet and secure consent to follow the information presented in The Multi-Generational Health Course with a member of their 3rd party healthcare team before using any information in The Multi-Generational Health Course.

C. Client acknowledges and agrees that he/she/they must be an active participant in his/her/their own healthcare and as such, agrees to review The Multi-Generational Health Course with their provider and seek appropriate medical care and counseling.

D. Client shall promptly report to their healthcare provider, the following: any and all injuries, complications, diagnoses, symptoms, medical history, pregnancy history, and illnesses, including signs and symptoms related to complications of fertility, pregnancy, and postpartum as soon as practicable and within a timeframe that does not compromise the health or safety of the Client or Client's embryo, fetus, unborn baby or child (hereafter referred to as "Child"). Client is responsible for their own health and health behaviors, and should consult a medical professional before using any information provided in The Multi-Generational Health Course.

6. PROVIDER RECOMMENDATIONS AND REFERRALS:

A. Provider may recommend Products for Client to use (not limited to: dietary supplements, food products, wellness products, maternity products, digital health products, nutrition and dietary products,) as part of The Multi-Generational Health Course.

B. Provider may make recommendations in The Multi-Generational Health Course for third party Programs, and/or Services.

C. Provider may also make recommendations or referrals to other healthcare Practitioners outside of the Provider's scope of practice or license coverage. Recommended Practitioners may not be in the Client's insurance network; Provider assumes no liability for charges incurred with such medical doctors, allied health professionals, or any other entity Client is referred to by Provider.

D. Provider recommendations and referrals are not attached to outcome claims.

E. Provider is not responsible or liable for outcomes, and makes no promise recommendations and referrals will be effective.

F. While Provider may make such recommendations or referrals, based on the findings of Providers' Research and Development Department, Provider makes no claims or warranties regarding same.

7. INFORMED CONSENT AND ASSUMPTION OF THE RISK:

A. Informed Consent of Inherent Risks: Client understands and agrees that participation in The Multi-Generational Health Course may involve risk of injury, disability, and/or death to Client and/or Client's Child. Client understands and agrees that participating in or using any products, packages, programs, courses, education, templates, services, or practices while pregnant can result in injury and complications to Client and/or their Child, including but not limited to serious bodily injuries including serious injury to virtually all bones, joints, muscles, and internal organs, cardiac problems, brain damage, illness, damage, or death. Client understands that assessing the risk of physical activity in pregnancy is difficult and there are risks which may result in harm or even death to themselves or their Child.

Client understands and agrees that Provider may recommend nutritional supplements, vitamins, minerals, food grade herbs, and other nutrients (hereafter referred to as "Supplements"). Client understands and agrees that Supplements that may be recommended are generally safe under normal conditions; however, some Supplements may be toxic or ineffective in large doses, in certain combinations, taken with certain over-the-counter and prescription drugs, or contraindicated in certain disease states or life stages (including pregnancy and postpartum). Accordingly, Client agrees to consult with his/her/their prescribing physician about any drugs he/she/they are taking and the impact of Supplements and dietary requirements. Client will inform healthcare team and supplement company if he/she/they experience any unanticipated or unpleasant effects associated with Supplements. Client understands that some Supplements may be inappropriate during pregnancy, and will notify his/her/their health practitioner and Provider if he/she/they are or become pregnant.

Before using any product, participating in The Multi-Generational Health Course, or any program, service or practice, and/or before interacting with educational materials of the Provider, Client acknowledges and agrees that he/she/they have read and understand the following information:

- 1) that his/her/their ability to participate or interact with any product, package, service, program, or practice owned, run, or related to Provider may be compromised due to changes unique or related to his/her/their pregnancy or reproductive stage, and
- 2) there may be additional risks that are unknown and unforeseeable at this time for both themselves and/or Child.

B. Assumption of Risk: Client understands and agrees that:

It is Client's responsibility to decide which dietary and lifestyle changes to follow and to discuss any potential risks and benefits of these changes with the Client's 3rd party healthcare team, prior to participation in The Multi-Generational Health Course.

Client has been medically cleared to participate in The Multi-Generational Health Course and has no disabilities, diseases, illnesses, or other conditions that could prevent Client from using Provider's facilities, services, packages, programs, and products without injury or impairment of the health of Client or their Child.

Client is hereby physically and psychologically ready to participate in The Multi-Generational Health Course. Client acknowledges and agrees that his/her/their participation includes inherent risks,

including but not limited to: using Provider's facilities, products, packages, programs, courses, downloads, guides, templates, services and/or practices. Client hereby assumes all risks associated with his/her/their participation in The Multi-Generational Health Course, on her own behalf and on behalf of his/her/their Child.

The products, packages, programs, courses, documents, services and practices provided by Provider may complement the care of Client's other 3rd party healthcare team but are not a substitute for their medical/prenatal care. The Multi-Generational Health Course is not individualized Medical Nutrition Therapy and should not be substituted for a Registered Dietitian Nutritionist (RDN). The Multi-Generational Health Course is designed for general education only.

Any information Client receives from Provider is designed for information purposes only and is not intended to replace the medical care of Client's obstetrician, midwife or other specialists (e.g., endocrinologist).

The scope The Multi-Generational Health Course does not include diagnosis of medical conditions or medical nutrition therapy for medical and nutrition diagnoses.

Client understands and agrees that Provider does not have control over how he/she/they may use the information shared by Provider and, therefore, Client assumes the risk and Provider will not be responsible for:

- 1) the Client's decisions or actions during or after The Multi-Generational Health Course;
- 2) ensuring that Client activities are appropriate for Client and Client's Child; any health condition that Client or Client's Child has or may develop; or
- 3) ensuring that Client follows the recommendations of The Multi-Generational Health Course or Client's 3rd party healthcare team.

Client understands and agrees that this Assumption of the Risk is entered into on Client's own behalf, and on behalf of Client's Child.

8. WAIVER AND RELEASE OF LIABILITY:

A. Client hereby waives, releases and discharges Provider from any liability for:

- 1) any and all allegations, law suits, causes of action, claims, demands, damages, sums of money, whatsoever, and any and all injuries, loss, or damage sustained by Client, in any way connected with the Client's past or future participation in The Multi-Generational Health Course and/or
- 2) Client's use of any product, and/or participation in any package, program, course, service, practice or engagement with content, technology, or platform owned or administered by Provider.

B. Client waives, releases and discharges Provider from any liability, whether or not caused in whole or part, directly or indirectly by Provider as a result of any prescriptive advice, treatments, or interventions Client receives or is instructed or not instructed to do, the use of the facility and/or the use of equipment, and any form of negligence by Provider.

C. Client understands and agrees that this Waiver and Release of Liability is entered into on Client's own behalf, and on behalf of Client's Child.

9. **INDEMNIFICATION:** Client, on behalf of themselves, their embryo, fetus, unborn baby or child, their personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold Provider harmless from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, damage or death that Client, or Client's Child may suffer as a result of Client participation in The Multi-Generational Health Course, engagement with Provider, and/or use of the Provider's Facilities, Products, Packages, Programs, Services or Practices **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY PROVIDER OR OTHERWISE, CLIENT AGREES TO DEFEND AND INDEMNIFY PROVIDER AGAINST SUCH CLAIMS, DEMANDS, CAUSES OF ACTION (KNOWN OR UNKNOWN), SUITS, AND/OR JUDGMENTS OF ANY AND EVERY KIND (INCLUDING ATTORNEYS' FEES) TO THE FULLEST EXTENT PERMITTED BY LAW.**

10. **CONFIDENTIALITY:** Any information, oral or written, exchanged between Client and Provider, in connection with The Multi-Generational Health Course or the execution of any Programs, Courses, and/or this Agreement, shall be deemed Confidential Information. Client and Provider shall maintain the secrecy of all such Confidential Information and shall not disclose any Confidential Information to any third-party, without the prior written consent of the other party. Any disclosure of Confidential Information by Client shall be deemed a Breach of this Agreement for which Client shall be liable, unless Provider waives the Breach as per the paragraph “11” below. Client understands that all records, history, notes and files will be treated by Provider as Confidential, and kept in a secure location.

11. **CYBER ATTACK/DATA BREACH:** Client acknowledges and agrees that Cyber Attacks/Data Breaches can occur in any size organization, from small businesses to major corporations. Cyber Attacks/Data breaches include: Stolen Information, Ransomware, Password Guessing, Recording Key Strokes, Phishing, Malware and/or Viruses. In the event of any of these events against Providers internet/computer systems, Client’s sensitive, confidential or otherwise protected data may be accessed or disclosed in an unauthorized fashion

12. **BREACH OF THE AGREEMENT:** Client understands and agrees that if he/she/they fail to perform this Agreement, or he/she/they commence any act, action or conduct that is contrary to this Agreement, Client shall be deemed in Breach of the Agreement, and a cause of action accrues thereon, immediately upon the Breach.

13. **DAMAGES:** In the event of any Breach of this Agreement by Client, Client shall indemnify Provider for any and all losses sustained by Provider, resulting therefrom, including all those damages that Provider is entitled to in equity or in law, including legal fees incurred.

14. **WAIVER OF BREACH:** Provider may, in its sole discretion, choose to Waive any Client Breach and this Waiver shall not operate or be construed as a Waiver of any subsequent Breach by Client.

15. **CLIENT ETIQUETTE:** Client shall comply with the following rules:

A. Client shall not share any log in/account information, The Multi-Generational Health Course content or products with any third party, at any time. This includes programs, courses, downloads, templates, guides, recipes, and any educational content.

B. Client will respect the confidentiality and personal choices of other Clients. Comments, on any Provider platform, should be additive and not inflammatory, discriminatory, harassing, or use offensive or slang language. Share tips with others and give others the opportunity to join the discussion.

C. Avoid misinterpretation:

a. Be cautious using Internet language. Popular emoticons such as 😊 and writing in capital letters. For example, capitalizing all letters indicates shouting and over-used emoticons may dilute your message or confused the tone. If it is a celebratory or appropriate post to SHOUT, make that clear.

b. Avoid using vernacular and/or slang language.

c. Using humor is acceptable but be careful that it is not misinterpreted. For example, are you being humorous or sarcastic?

d. Remember this is a safe space; think and edit before your post or send

e. If you are unsure, ask Provider for feedback

17. **PHOTO, VIDEO AND RECORDING RELEASE:** Client hereby expressly authorizes Provider to Photograph, Video and/or Record Client’s participation in The Multi-Generational Health Course. Provider may use and publish these in print, or electronically. Provider may use these with or without Client’s name, and for any lawful purpose, including but not limited to illustration, advertising, marketing, web content and/or educational purposes.

18. TESTIMONY RELEASE: Client acknowledges and agrees that during, or as a result of, The Multi-Generational Health Course he/she/they may share personal successes, ideas and other information relating to and/or promoting The Multi-Generational Health Course or Provider, either verbally, in writing or electronically (hereafter "Testimony"). Client agrees that other Clients may benefit from learning about his/her/their Testimony. Client hereby expressly authorizes Provider to use his/her/their Testimony for any lawful purpose, including but not limited to: Marketing and advertising materials (print, digital), Reporting Materials, Donor Communications, on Provider's website and associated marketing sites, in The Multi-Generational Health Course, Research publications and White Papers, Newsletters, and in Blog posts.

19. ENTIRE AGREEMENT: This Agreement and any written documents referred to herein, and made a part hereof by reference, contain the entire Agreement and supersede any prior written or oral agreements between the parties.

20. MODIFICATIONS: This Agreement may not be modified.

21. CONFLICT OF TERMS: If any provision of this Agreement is in conflict with or inconsistent with any term of an Amendment to this Agreement, then the provisions contained in the Amendment shall govern and control.

22. SEVERABILITY: If any policy, general term or condition of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected thereby.

23. CHOICE OF LAW: Client hereby agrees that this Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to the principles of conflict of laws thereof.

Client has read, understands and fully agrees to the policies, general terms and conditions of this Agreement. Client has purchased The Multi-Generational Health Course, and in doing so, has signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to him/her/them.

Client Name (printed):

Client Signature:

Client Address:

Date:

Mom's Good Taste®

By: Jessica L. Tomasello, MSHCA, RDN, CDN. CSCS

President

1942 Broadway St. STE 314C Boulder, CO 80302

Date: January 1, 2024

Exhibit 1

Instructions: The Multi-Generational Health Course Purchase

Mom's Good Taste

P: 1 (716) 525- 6435

F: 1 (310) 943-3212

contact@momsgoodtaste.com

The Multi-Generational Health Course Purchase process for Mom's Good Taste is designed to ensure that you receive the highest quality care and understand the intent of The Multi-Generational Health Course.

STEP ONE: From the Mom's Good Taste website, follow "Nourish Online", "Multi-Generational Health Course" to see "Instructions: Multi-Generational Health Course Purchase".

STEP TWO: Purchase The Multi-Generational Health Course for \$0 by creating an account in the password protected area on the Mom's Good Taste website. By purchasing Multi-Generational Health Course for \$0, you agree to Multi-Generational Health Course Purchase and Participation Agreement.