

How to Chow

info@howtochow.com

Program Agreement

Welcome. During the ninety days of The Program, you will learn ways to help yourself achieve a healthier diet and lifestyle, including how to lose and keep off extra weight. Please read the following. If anything is unclear, please ask.

This Agreement is made today between HOW TO CHOW and the person accepting the terms of this Agreement, [the Client]. The Program in which you are about to enroll will include all of the following:

- A. Four 45-70 minute video recordings, which will include discussion of the program, recommendations for the weeks to follow and answers to any questions that have come up along the way.
 - B. Daily emails that provide nutrition and lifestyle education, as well as structure for following the program.
 - C. A bi-monthly nutrition and lifestyle guide to help you make decisions in line with the program.
 - D. Answers to your questions via email, at info@howtochow.com.
 - E. Our monthly newsletter, providing health tips and tricks, as well as recipes and news, delivered right to your email inbox.
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PAYMENTS AND REFUNDS

The Client understands that the regular cost of the Program is \$299. Payment of \$299 is due upon sign-up, and may be made via credit card on our website, howtochow.com.

Under no circumstances will HOW TO CHOW refund any payment made by the client. By signing this Agreement, the Client agrees to be legally obligated to pay the full amount of this Program.

DISCLAIMERS

The Client understands that the role of HOW TO CHOW is not to prescribe or assess micro- and macronutrient levels; provide health care, medical or nutrition therapy services; or to diagnose, treat or cure any disease, condition or other physical or mental ailment of the human body. Rather, the Coaches at HOW TO CHOW are mentors and guides who have been trained in holistic health coaching to help clients reach their own

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health goals by helping clients devise and implement positive, sustainable lifestyle changes. The Client understands that HOW TO CHOW is not acting in the capacity of a doctor, licensed dietician-nutritionist, psychologist or other licensed or registered professional, and that any advice given by HOW TO CHOW is not meant to take the place of advice by these professionals. If the Client is under the care of a health care professional or currently uses prescription medications, the Client should discuss any dietary changes or potential dietary supplements use with his or her doctor, and should not discontinue any prescription medications without first consulting his or her doctor.

The Client has chosen to work with HOW TO CHOW and understands that the information received should not be seen as medical or nursing advice and is not meant to take the place of seeing licensed health professionals.

PERSONAL RESPONSIBILITY AND RELEASE OF HEALTH CARE RELATED CLAIMS

The Client acknowledges that the Client takes full responsibility for the Client's life and well-being, as well as the lives and well-being of the Client's family and children (where applicable), and all decisions made during and after this program.

The Client expressly assumes the risks of the Program, including the risks of trying new foods or supplements, and the risks inherent in making lifestyle changes. The Client releases HOW TO CHOW from any and all liability, damages, causes of action, allegations, suits, sums of money, claims and demands whatsoever, in law or equity, which the Client ever had, now has or will have in the future against HOW TO CHOW, arising from the Client's past or future participation in, or otherwise with respect to, the Program, unless arising from the gross negligence of HOW TO CHOW.

CONFIDENTIALITY

HOW TO CHOW will keep the Client's information private, and will not share the Client's information to any third party unless compelled to by law.

ARBITRATION, CHOICE OF LAW, AND LIMITED REMEDIES

In the event that there ever arises a dispute between HOW TO CHOW and the Client with respect to the services provided pursuant to this agreement or otherwise pertaining to the relationship between the parties, the parties agree to submit to binding arbitration before the American Arbitration Association (Commercial Arbitration and Mediation Center for the Americas Mediation and Arbitration Rules). Any judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such arbitration shall be conducted by a single arbitrator. The sole remedy that can be awarded to the Client in the event that an award is granted in arbitration is refund of the Program Fee. Without limiting the generality of the foregoing, no award of consequential or other damages, unless specifically set forth herein, may be granted to the Client.

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This agreement shall be construed according to the laws of the State of California. In the event that any provision of this Agreement is deemed unenforceable, the remaining portions of the Agreement shall be severed and remain in full force.

If the terms of this Agreement are acceptable, please click "I agree" below. By doing so, the Client acknowledges that: (1)he/she has read this agreement; (2)he/she has had an opportunity to discuss the contents with a representative of HOW TO CHOW and, if desired, to have it reviewed by an attorney; and (3) the client understands, accepts and agrees to abide by the terms hereof.