

## **STOP FIGHTING FOOD TERMS OF PURCHASE**

BY PURCHASING THE PROGRAM, YOU (HEREINAFTER KNOWN AS “CLIENT” or “YOU”) AGREE TO THE FOLLOWING TERMS OF PURCHASE (THE “AGREEMENT”) MADE BY STOP FIGHTING FOOD SOLUTIONS LLC (TOGETHER WITH ANY OF ITS SUCCESSORS AND/OR ISABEL FOXEN DUKE, HEREAFTER KNOWN AS “COACH”, “OUR” or “US”, AND COLLECTIVELY WITH YOU, THE “PARTIES”):

**1. PROGRAM.** Coach agrees to provide its Stop Fighting Food Master Class (herein referred to as the “Program”). Client agrees to abide by all policies and procedures as outlined in the Agreement as a condition of its participation in the Program.

**2. DISCLAIMER.** The Program is not intended to treat those suffering from clinical underweight, purging, illicit drug or alcohol abuse, suicidal ideation or any other self-harming behaviors. The Program is not intended to treat or diagnose any physical or mental illnesses.

Client understands and agrees that Coach is not an employee, agent or other fiduciary of Client. Client understands and agrees that Coach is not a lawyer, doctor, physician, registered dietician, psychotherapist, nutritionist, psychologist, or other licensed or registered professional. Coach is not a therapist and the Program is not a substitute for psychoanalysis, psychological counseling, behavioral or other therapy.

Client understands and agrees that the Program will not prescribe or assess micro-and macronutrient levels; provide health care, medical or nutrition therapy services; or diagnose, treat or cure any disease, condition or other physical or mental ailment. Client understands that if he or she should experience any such issues Client should see his or her registered physician or other practitioner as determined by Client in his or her own judgment.

If Client is under the care of a healthcare professional or currently uses prescription medications, 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. Client understands that the information in the Program is NOT medical or nursing advice and is not meant to take the place of consulting licensed health professionals.

**3. PROGRAM STRUCTURE.** The Program includes access to a private online member's area with six recorded modules of lectures, access to recorded coaching calls, and additional resources and group coaching over the phone at the discretion of Coach.

**4. ALUMNAE COACHING CALLS.** The Program includes access to occasional live group coaching calls (aka "Alumnae Coaching Calls") that will be recorded. Client understands and agrees that these calls may be shared with or without editing in the Stop Fighting Food Member's Area and recordings (including any personal information disclosed on calls by Client) may be available with or without editing, in connection with the Program and/or other programs, products, publications and/or materials that Coach may offer from time to time (collectively, "Other Programs"). **By participating in these calls, Client irrevocably and unconditionally consents, grants and conveys to Coach the right to record Client's voice and likeness in whole or in part during these calls as well as the right to publish these calls in the Program and any Other Programs.**

By purchasing the Program, Client agrees to the publication and other use of these calls without compensation at any time, now or in the future.

**5. TERM.** The date of the Agreement is, and the Agreement will become effective on, the earlier of (i) the date Client purchases the Program online or (ii) the date Client notifies Coach (including via electronic mail or other electronic means of acceptance) of his or her acceptance of the terms and conditions of the Agreement. Client's access to the Program is guaranteed for 6 (six) months from the effective date of the Agreement, at which point the Coach, at its sole discretion, may limit, restrict, or disable access.

**6. TERMINATION.** Coach is committed to providing all clients in the Program with a positive experience. By purchasing the Program, Client agrees that Coach may, at its sole discretion, terminate the Agreement and limit, suspend or terminate Client's participation in the Program without refund or forgiveness of any payments (whether paid or payable) if Client becomes disruptive or upon violation by Client of the terms and conditions of the Agreement (in each case as determined by Coach at its sole discretion).

**7. PAYMENT.** The total price of the Program is one (1) payment of \$597 USD.

**8. REFUNDS.** Client agrees to pay for the entirety of the Program (including timely monthly payments in the case of a payment plan), regardless of whether the Client completes the Program or for any other reasons. All sales of the Program are final, and no refunds will be provided.

**9. CONFIDENTIALITY.** Client agrees not to disclose, reveal or make use of any information learned by Client during discussions, or otherwise, in connection with or relating to the Program and/or any Other Programs, whether before or after the date of the Agreement (“Confidential Information”). Confidential Information includes, but is not limited to, the terms and conditions of the Agreement, the information disclosed in connection with or relating to the Agreement, Alumni Coaching Calls, lectures or recorded coaching calls in the private online members area of the Program, etc. Notwithstanding anything to the contrary in this Section 9, the obligation of Client hereunder to keep the Confidential Information confidential does not apply to information that is subsequently acquired by Client from a third party who has a bona fide right to make such information available without restriction. Client agrees that Client’s obligations under this Section 9 shall survive the termination, revocation, or expiration of the Agreement.

**10. COMPELLED DISCLOSURE OF CONFIDENTIAL**

**INFORMATION.** Notwithstanding anything to the contrary in the foregoing, in the event that Client is required by law to disclose any of the Confidential Information, Client will (i) provide Coach with prompt notice of such requirement prior to the disclosure, and (ii) give Coach all available information and assistance to enable Coach to take the measures appropriate to protect the Confidential Information from disclosure.

**11. NON-DISPARAGEMENT.** Client shall not make any false, disparaging, or derogatory statement in public or private regarding Coach, its employees, or agents. Coach shall not make any false, disparaging, or derogatory statements in public or private regarding Client and its relationship with Coach.

**12. INTELLECTUAL PROPERTY RIGHTS.** Content, products and services created and/or published by Coach, including all the Program materials, are the property of Coach and/or its affiliates or licensors, and are protected by copyright, trademark and other intellectual property laws.

The content of the Program and all related products and services (including, but not limited to, the title, design, layout, look, appearance,

graphics of our Program materials or any other material or aspects of materials provided by Coach to Client in connection with the provision, promotion or marketing of or otherwise relating to the Program, the “Program Materials”) are solely owned by or licensed to Coach, unless otherwise indicated. Reproduction of any Program Materials by Client is prohibited other than in accordance with the Agreement or as otherwise expressly authorized in writing by Coach.

By purchasing or accesses any Program Materials, Client will be considered our Licensee. For the avoidance of doubt, all content obtained through us is Coach’s property, and Client is granted a revocable, non-transferable license for personal, non-commercial use only, limited to Client only. This means that Client may not use any Program Materials in a manner that constitutes an infringement of Coach’s intellectual property, contractual or other rights.

Client being granted a limited license to use the Program Materials with permission and restrictions. This means that when Client purchases the Program from Coach’s Website or otherwise, Client is purchasing the limited right to use the Program Materials in the form that provided by Coach and subject to the terms and conditions specified in the Agreement or otherwise notified from time to time to Client by Coach. All rights not expressly granted in the Agreement or any express written license, are reserved by Coach.

You are permitted to use our Program Materials only as follows:

**You may access Program Materials for your own personal non-commercial use.**

**However, you are not permitted to share, sell, reprint or republish any Program Materials, for any purpose whatsoever.**

Any use of any trademarks, taglines, logos and other similar indicia or insignia displayed on Program Materials (including framing, meta tags or other text utilizing these trademarks, taglines, logos or other indicia or insignia) is strictly prohibited without our express written consent, or permission granted herein.

For those trademarks, taglines, and logos for which you are granted permission to use, the appropriate trademark indicia or other attribution must be included at all times. Any marketing or promotional tools created

by Coach and/or any Program Materials bearing the trademark symbols (™) or ® may not be used by you for any reason without our express written consent.

As a Licensee, you understand and acknowledge that the Program and the Program Materials have been created, developed or obtained by us through the investment of significant time, effort and expense, and that this information is a valuable, special and unique asset of ours which needs to be protected from improper and/or unauthorized use.

When you enroll in or purchase the Program, you agree that:

- You will not copy, share or steal the Program Materials, or any parts of them.
- You will not in any way use, copy, adapt or represent any of the Program Materials in any way as if they are yours or created by you.
- You will not engage in improper and/or unauthorized use of the Program Materials. Improper and unauthorized use includes but is not limited to modifying, copying, reproducing, republishing, uploading, posting, transmitting, translating, selling, creating derivative works, exploiting, or distributing in any manner or medium (including by email or other electronic means) any Program Materials, or any other communications provided by us for your own personal use.
- You will not, nor will you suffer any other person to, duplicate, share, trade, sell, or otherwise distribute the Program Materials to any other person.
- You will not violate our intellectual property rights, including copyright and trademark rights. Downloading, printing, or otherwise using the Program Materials for your own personal use in no way gives you any copyright, trademark, intellectual property or ownership rights in or to the Program Materials.
- You will not reprint or republish any part of the Program Materials for publication or compilation into your own products, programs, services or program materials, for your own personal use or business/ commercial use or in any way that earns you money.
- You will not use the Program Materials in a manner that constitutes an infringement of our rights or in a manner that has not been authorized by us through our prior written consent.

- You understand and agree that engaging in the prohibited use or the improper and/or unauthorized use of the Program Materials as set forth in the Agreement may be considered theft and stealing and we retain the right to prosecute theft to the full extent of the law.
- You understand and agree that prohibited use, improper and/or unauthorized use may give rise to a civil claim for damages and/or be a criminal offense.

**13. INDEMNIFICATION.** Client agrees to indemnify and hold harmless Coach, its affiliates, and its respective officers, directors, agents, employees, and other independent contractors from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of, or relating to, Client's participation or action(s) under the Agreement. Client agrees to defend against any and all claims, demands, causes of action, lawsuits, and/or judgments arising out of, or relating to, the Client's participation under the Agreement, unless expressly stated otherwise by Coach, in writing.

**14. DISPUTE RESOLUTION.** If a dispute is not resolved first by good-faith negotiation between the Parties to the Agreement, every controversy or dispute to the Agreement will be submitted to the American Arbitration Association. The arbitration shall occur within ninety (90) days from the date of the initial arbitration demand and shall take place in San Francisco, California. The Parties shall cooperate in exchanging and expediting discovery as part of the arbitration process and shall cooperate with each other to ensure that the arbitration process is completed within the ninety (90) day period. The written decision of the arbitrators (which will provide for the payment of costs, including attorneys' fees) will be absolutely binding and conclusive and not subject to judicial review, and may be entered and enforced in any court of proper jurisdiction, either as a judgment of law or decree in equity, as circumstances may indicate.

**15. GOVERNING LAW.** The Agreement shall be governed by and construed in accordance with the laws of the state of California, regardless of the conflict of laws principles thereof.

**16. ENTIRE AGREEMENT; AMENDMENT; HEADINGS.** The Agreement constitutes the entire agreement between the Parties with respect to its relationship, and supersedes all prior oral or written agreements, understandings and representations to the extent that they relate in any way to the subject matter hereof. Neither course of

performance, nor course of dealing, nor usage of trade, shall be used to qualify, explain, supplement or otherwise modify any of the provisions of the Agreement. No amendment of, or any consent with respect to, any provision of the Agreement shall bind Coach unless set forth in a writing, specifying such waiver, consent, or amendment, signed by Coach. Coach may amend, supplement or otherwise modify the provisions of the Agreement by delivering (including by means of electronic mail or by posting to a website notified by Coach to Client) to Client a copy of the relevant provisions as so amended, supplemented or otherwise modified. The headings of Sections in the Agreement are provided for convenience only and shall not affect its construction or interpretation.

**17. COUNTERPARTS.** The Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

**18. SEVERABILITY.** Should any provision of the Agreement be or become invalid, illegal, or unenforceable under applicable law, the other provisions of the Agreement shall not be affected and shall remain in full force and effect.

**19. WAIVER.** The waiver or failure of Coach to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

**20. ASSIGNMENT.** The Agreement may not be assigned by either party without express written consent of the other party.

**21. FORCE MAJEURE.** In the event that any cause beyond the reasonable control of either Party, including without limitation acts of God, war, curtailment or interruption of transportation facilities, threats or acts of terrorism, State Department travel advisory, labor strike or civil disturbance, make it inadvisable, illegal, or impossible, either because of unreasonable increased costs or risk of injury, for either Party to perform its obligations under the Agreement, the affected Party's performance shall be extended without liability for the period of delay or inability to perform due to such occurrence.

**22. CLIENT RESPONSIBILITY.** Client understands and agrees that Client is 100% responsible for Client's progress and results (if any) from the Program. Coach will help and guide Client; however, participation is the a vital element to the Program's success and relies solely on Client. Coach

makes no representations, warranties or guarantees verbally or in writing regarding Client's performance or results. Client understands that because of the nature of the program, the results (if any) experienced by each client may significantly vary. By purchasing, Client acknowledges that there is an inherent risk of loss of capital and there is no guarantee that Client will reach any desired goals as a result of participation in the Program.