

## FUNCTIONAL NUTRITIONAL THERAPY TERMS AGREEMENT

**Daisy Fields Company dba EatRight-LiveWell™**

### **Functional Nutritional Therapy, Nutritional and Metabolic Testing, Dietary and Nutritional Supplements (business offerings)**

By engaging with EatRight-LiveWell and Tam John for any products and services with merchant payment systems or providing cash or check payment via mail, in person, verbally or agreeing electronically, verbally, or otherwise, you (“Client”) agree to be provided with products, programs, or services by **Tam John and EatRight-LiveWell** (“Functional Nutritional Therapy Practitioner”), acting on behalf of **Daisy Fields Company** (“Company”), and you are entering into a legally binding agreement with the Company, subject to the following terms and conditions:

Before you, the Client, choose to use the services of EatRight-LiveWell™ please read the following information fully and carefully. If you do not understand the agreement, seek legal counsel before you sign this agreement.

#### TERMS

1. Upon execution of this Agreement, electronically, verbally, or otherwise, the Functional Nutritional Therapy Practitioner (EatRight-LiveWell™ with Tam John) agrees to provide services and products in accordance with Functional Nutritional Therapy Practitioner business offerings.
2. The scope of services rendered by the Functional Nutritional Therapy Practitioner pursuant to this contract shall be solely limited to those contained therein and/or provided for on Functional Nutritional Therapy Practitioner’s Website [www.tamjohn.com.com](http://www.tamjohn.com.com)
3. Functional Nutritional Therapy Practitioner reserves the right to substitute services equal to or comparable to the offered services and products for Client if reasonably required by the prevailing circumstances.
4. Client agrees to be open, present, follow the guidance and prepared to complete and evolve the work in on-going consultations. Client is responsible for his/her own success and implementation of objectives.
5. The content included in the business offerings is for your individual, non-commercial use. Client agrees not to share guidance and materials with any third parties.
6. Functional Nutritional Therapy Practitioner reserves the right to end the Client engagement at any time for any reason.
7. Client engagement includes the following:
  1. Regular scheduled meetings per business invoice and emails.
  2. Reasonable in between meeting support via email, phone, and text at the Functional Nutritional Therapy Practitioner’s sole discretion.
  3. At Functional Nutritional Therapy Practitioner’s discretion other materials, support and/or bonus materials may be included.

4. Nutritional and metabolic testing, and supportive products such as supplements are extra services (exception is the Biocidin 30 day product mentioned in your pre-call) and products which are provided with their own business invoice.
8. Nutritional and Dietary Supplementation: Functional Nutritional Therapy Practitioner primary recommendations are real lively food intended to support Client personalized energetic wellness wishes. Functional Nutritional Therapy Practitioner requests Client to communicate nutritional and dietary supplementation they are consuming. Sometimes Functional Nutritional Therapy Practitioner recommends nutritional and dietary supplementation as a positive addition to this 'food first' nutritional program. Clients are unique individuals, and it is not possible to determine in advance how the Client will react to supplementation. Sometimes it is useful to adjust Client program as it proceeds. Client must communicate and persist with meetings with Functional Nutritional Therapy Practitioner to evolve a productive course of nutritional therapy for Client.

If Client is under the care of a healthcare provider, it is important that Client contact and alert them to their use of dietary and nutritional supplements. In some cases there are contraindications between pharmaceuticals and nutritional supplementation. It is up to the Client to discern any contraindications with the advice of their Physician or other Board-Certified licensed Provider. In some cases nutritional supplementation may support nutritional depletion pharmaceuticals can indicate. With a well-practiced nourishing food lifestyle, the need for medications may be reduced. Client is advised to always seek counsel from their Physician or other Board-Certified licensed Provider before adjusting or stopping pharmaceuticals. It is Client responsibility to keep their Physician informed of changes in their nutritional program and undergo required medical testing with your Physician or other Board-Certified licensed Provider.

If Client has any adverse physical, mental, or emotional reaction to the business offerings Functional Nutritional Therapy Practitioner offers, discontinue their use immediately seek the appropriate services from Client Physician, emergency services or Board-Certified licensed Provider.

Testing services offered by Functional Nutritional Therapy Practitioner are solely available for clients as a basis upon which a more holistic view of nutritional therapy can be offered. Testing services offered by Functional Nutritional Therapy Practitioner are not suggested to be medically required or diagnostic. Medically required testing services are outside the scope of Functional Nutritional Therapy Practitioner.

9. Richway & Fuji Bio Inc products are invoiced and shipped direct from Richway & Fuji Bio Inc. Richway & Fuji Bio Inc has sole product manufacturing, shipping and warranty responsibility for their products and distribution. Functional Nutritional Therapy Practitioner is an independent distributor that places orders direct to Richway & Fuji Bio Inc for Client. The Company is a separate entity.
10. METHODOLOGY. Client agrees to be open minded to Functional Nutritional Therapy Practitioner's methods and partake in services as proposed. Client understands that Functional Nutritional Therapy Practitioner has made no guarantees as to the outcome of the Functional Nutritional Therapy sessions or guidance.

## 11. PAYMENT AND REFUND POLICY.

- Upon execution of this Agreement and its return to the Functional Nutritional Therapy Practitioner, Client agrees to pay to the Functional Nutritional Therapy Practitioner the full purchase amount detailed on the business invoice.
- The buyer is eligible to cancel any service purchased and paid for directly to the Functional Nutritional Therapy Practitioner (supplement orders and Biomat® are direct purchases from those businesses, separate from Functional Nutritional Therapy Practitioner) for a full refund within three full business days. This is the buyer's only right to cancel and obtain a refund. To receive the refund the buyer must contact Functional Nutritional Therapy Practitioner at [Office@EatRight-LiveWell.com](mailto:Office@EatRight-LiveWell.com) or via the Contact Us page <https://www.TamJohn.com/contact> specifying the request. The date and time stamp on the buyer communication will serve as the qualifying or disqualifying time to receive the refund by the original means of payment. The refund, within the three business days of payment, will be processed by the Functional Nutritional Therapy Practitioner within 24 regular business hours. The posting / receipt date will depend on the card processor, bank check or other means of original payment processing time. Email confirmation will be sent to the buyer to confirm the cancellation/refund.
- Outside of the eligibility for a full refund within three full business days of receiving the buyer's payment, all sales are final. Partial refunds are never available.
- Fulfillment of services will begin as soon as is practicable (or as soon as the client is available to be scheduled) after the third full business day.
- The non-refundable offer is to support the client's success to evolve a practical approach to meeting their nutritional goals. Sustainable change is a process that takes practice and evolves over time. The intellectual property and time invested by the Functional Nutritional Therapy Practitioner for the client cannot be returned.
- Since Functional Nutritional Therapy Practitioner has a clear and explicit Refund Policy that the Client has been provided prior to completing the purchase of Functional Nutritional Therapy or other products and services, Functional Nutritional Therapy Practitioner does not tolerate or accept any type of chargeback threat or actual chargeback from Client's credit card company or payment processor. If a chargeback is placed on a purchase or Functional Nutritional Therapy Practitioner receives a chargeback threat during or after purchase, Functional Nutritional Therapy Practitioner reserves the right to report the incident to all three credit reporting agencies or to any other entity for inclusion in any chargeback database or for listing as a delinquent account which could have a negative impact on Client's credit report score. The information reported will include Client's name, email address, order date, order amount, and address. Chargeback abusers wishing to be removed from the database shall make the payment for the full amount of the chargeback.

**DISCLAIMERS.** By participating in the Functional Nutritional Therapy Practitioner services and products, Client acknowledges that the Functional Nutritional Therapy Practitioner is not a medical doctor, psychologist, or licensed by any State and their services do not replace the care of other professionals. Functional Nutritional Therapy is in no way to be construed or substituted as psychological counseling or any other type of therapy or advice.

**DISCLOSURE STATEMENT** as required under SB13-215 for Complementary and Alternative Health Care Practitioners in Colorado: As a Complementary and Alternative Health Care Practitioner, Tam John is not licensed, certified, or registered by the state of Colorado as a health care professional. Tam John is not a licensed medical physician and does not diagnose, treat, or prescribe medications for the treatment of illness or disease. EatRight-LiveWell services are provided in person, via email, phone or virtually/on-line are at all times restricted to complementary and alternative health care services intended for the care and maintenance of one's most beneficial state of health.

1. Functional Nutritional Therapy Practitioner recommends the Client seek the guidance of a Physician or other Board Certified and licensed Medical Professional before making changes to their regimen.
2. Client acknowledges that the Functional Nutritional Therapy Practitioner has not and does not make any representations as to a future outcome of any kind that may be derived because of business offerings provided/received. Client accepts and agrees that Client is 100% responsible for results. The Functional Nutritional Therapy Practitioner makes no representations, warranties, or guarantees verbally or in writing regarding Client's performance.

**AFFILIATE MARKETING:** Functional Nutritional Therapy Practitioner may make recommendations verbally and in writing through email, the website, consultations, presentations, classes, and marketing communications we distribute for products and services they use/have used and/or if they believe they may have merit for others. Functional Nutritional Therapy Practitioner cannot guarantee any product or service's effectiveness for anyone. Functional Nutritional Therapy Practitioner advise each person to do their research before purchasing any product or service. When a person we have referred makes a purchase of a recommended product or service, Functional Nutritional Therapy Practitioner may receive a percentage of the sale of monetary value or 'credits' as compensation at no additional cost to the purchaser. This disclosure is provided in accordance with the Federal Trade Commission's 16 CFR, Part 255: "Guides Concerning the Use of Endorsements and Testimonials in Advertising."

Any testimonials, results, or examples shown through Functional Nutritional Therapy Practitioner's website, programs, and/or services are only examples of what may be possible for Client. There is no assurance as to any particular outcome based on the use of Functional Nutritional Therapy Practitioner business offerings. Client acknowledges that Functional Nutritional Therapy Practitioner has not and does not make any representations as to the success, wins or losses of any kind that may be derived because of use of participation in the services and products.

**INTELLECTUAL PROPERTY RIGHTS.** In respect of the documents specifically created for the Client as part of the business offerings, the Functional Nutritional Therapy Practitioner maintains all the copyright, other intellectual property rights and any other data or material used or subsisting in the business offerings. Client receives one license for personal use of any content provided by the Functional Nutritional Therapy Practitioner. Nothing in this Agreement

shall transfer ownership of or rights to any intellectual property of the Functional Nutritional Therapy Practitioner to the Client, nor grant any right or license other than those stated in this Agreement. The Functional Nutritional Therapy Practitioner reserves the right to immediately remove Client from receiving services, without refund, if Client is caught violating this intellectual property policy.

The Company is hereby held harmless and released and forever discharged from all claims, demands, and causes of action which Client, their heirs, representatives, executors, administrators, or any other persons acting on Client's behalf or on behalf of the Client estates have or may have by reason of this authorization.

**NON-DISPARAGEMENT.** The Parties agree and accept that the only venue for resolving a dispute shall be in the venue set forth below. The Parties agree that they neither will engage in any conduct or communications with a third party, public or private, designed to disparage the other. Neither Client nor any of Client's associates or others affiliated with Client directly or indirectly, in any capacity or manner, make, express, transmit speak, write, verbalize or otherwise communicate in any way (or cause, further, assist, solicit, encourage, support or participate in any of the foregoing), any remark, comment, message, information, declaration, communication or other statement of any kind, whether verbal, in writing, electronically transferred or otherwise, that might reasonably be construed to be derogatory, critical of, or negative toward, the Functional Nutritional Therapy Practitioner or any of its business offerings, subsidiaries, employees, agents or representatives.

1. **GOOD FAITH.** Each party represents and warrants to the other that such party has acted in good faith, and agrees to continue to so act, in the negotiation, execution, delivery, performance, and any termination of this Agreement.
2. **DISCLAIMER OF WARRANTIES.** The information, education, and business offerings provided to the Client by the Functional Nutritional Therapy Practitioner under this Agreement are provided on an "as-is" basis, without any warranties or representations express, implied or statutory, including, without limitation, warranties of quality, performance, non-infringement, merchantability, or fitness for a particular purpose. Nor are there any warranties created by a course of deal, course of performance or trade usage.
3. **LIMITATION OF LIABILITY.** By using Functional Nutritional Therapy Practitioner and Company's business offerings, Client accepts all risks, foreseeable or non-foreseeable, arising from such transaction. Client agrees that Functional Nutritional Therapy Practitioner will not be held liable for any damages of any kind resulting or arising from including but not limited to; direct, indirect, incidental, special, negligent, consequential, or exemplary damages happening from the use or misuse of the information provided. Client agrees that use of the website and business offerings is at their own risk.
4. **DISPUTE RESOLUTION.** If a dispute is not resolved first by good-faith negotiation between the parties to this Agreement, any controversy or dispute to this 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 Colorado Springs, Colorado or via telephone. 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.

5. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, regardless of the conflict of laws principles thereof. If any term, provision, covenant, or condition of this Agreement is held by an arbitrator or court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and affect and shall in no way be affected, impaired, or invalidated.
6. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties and supersedes all prior agreements between the parties, whether written or oral.

**ACCEPTANCE:**

By my/our signature(s) below, I/we confirm that I/we have thoroughly read, fully accept, and understand the above disclosure, disclaimer, and EatRight-LiveWell financial policies. I/we are in complete agreement thereto and do freely and without duress sign and consent to all terms contained herein.

NAME (PLEASE PRINT) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE (HOME) \_\_\_\_\_

PHONE (WORK) \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE FOR CLIENT \_\_\_\_\_

RELATIONSHIP TO CLIENT \_\_\_\_\_