



HOLISTIC NUTRITION NATURALLY™ LLC

30-DAY DETOX PROGRAM NON-CLINICAL AGREEMENT

This Service Agreement is entered into and effective upon the date of purchase, by and between, (“Client”) and Holistic Nutrition Naturally, LLC (“Company”), having an address of 6156 NE 196th St, Kenmore WA 98028.

Do not take the 30-Day Detox Program if:

- You are currently pregnant
- You have an active eating disorder
- You have an active SIBO infection or suspect one
- Fiber from plant foods (even if gluten free) makes you feel worse (suspect SIBO)
- Paleo-Autoimmune Diet is the only sustainable diet you can tolerate at this time and you are thriving on it
- You are certain that are not able to tolerate home cooked organic gluten free grains or legumes
- The Program is non-refundable, so contact us at kasia@kasiakines.com before purchasing it if you are not sure it is a good fit for you. We only want your success

In consideration of Client purchasing the 30-Day Detox Program, it is agreed as follows:

1. Scope of the 30 Day Detox Program

The Program includes the following:

- 90 day access to the Online Program
- Weekly Body Scan Tracker to record your progress
- Access to Kasia Kines through a private Facebook group
- Daily and Weekly activities
- Personal Journaling
- Goal Setting and Accountability
- About 60 videos and additional podcasts
- A mapping of meals for the first week including the shopping list, shopping and cooking videos
- Access to nearly 1,000 recipes
- Very clear food guidelines
- 340 Page Detox Program Manual now split into two books

2. Client Duties

This Program is self-study. It is up to you to engage with the program as you see fit. Kasia Kines is not responsible for your participation in this program.

By purchasing this program, you and Kasia Kines are not in a Patient Nutritionist relationship. If you would like to become a patient of Kasia Kines, please reach out to her at kasia@kasiakines.com in order to schedule a consultation for one-on-one patient services.

3. Cancellation/Refunds

This Program is non-refundable.

4. No Guarantees



HOLISTIC NUTRITION NATURALLY™ LLC

Company cannot guarantee the outcome of the Program and Company's comments about the outcome are expression of opinion only. Company makes no guarantees other than that of the scope of services described above. Client acknowledges that Company cannot guarantee any results of the Program as such outcomes are based on subjective factors (including, but not limited to Client's participation) that cannot be controlled by Company.

Complaints:

Please submit any issues or complaints you have DIRECTLY to Kasia at kasia@kasiakines.com or support@kasiakines.com. This way Kasia knows that you are experiencing an issue and that issue can become resolved. By signing this agreement, you agree to not post such complaints on social media. This does not limit your ability to review your experience with Holistic Nutrition Naturally™, however.

5. Confidentiality (Client Information) (HIPAA)

Client Information: Any and all information and data of a confidential nature, including, but not limited to any and all family history and personal history shall be treated in the strictest confidence and not disclosed to third parties or used by Company for any purpose other than for providing client with the services specified hereunder without client's express written consent, other than to comply with the law. Confidential information shall not include any information which (a) becomes available to the public through no breach of confidentiality by Company (b) was in company's presence prior to receipt from the disclosure (c) is received by Company independently from a third party free to disclose such information, or (d) is independently developed by Company without use of the client's Confidential Information. Upon request, Company hereto will promptly return or destroy all documents containing Confidential Information and delete all electronic records containing the same. Clients share personal information in the private Detox Group support group on Facebook at their own risk.

MEDICAL INFORMATION: All information disclosed within one-on one conversations is confidential.

6. Confidentiality (Company Information)

Client agrees to keep confidential any Confidential Information such as any and all design, creative, marketing, sales, operating, performance, know how, nosiness and process information (hereinafter referred to as "confidential information") shared by Company, its employees or contractors during the Program with Client. This confidential information is proprietary and belongs solely and exclusively to Company. Client agrees not to disclose, reveal, make use of any Confidential information shared by the Company. Client agrees not to use such Confidential Information in any manner other than in discussion with Company and its employees during the Program. Confidential information shall not include any information rightfully obtained from a third party. Client will keep Company's Confidential Information in strictest confidence and shall use the best efforts to safeguard the Confidential Information to protect it against disclosure, misuse, loss and theft.

- (Non-Disparagement) Client shall, during and after participation in the Program refrain from making any statements or comments of a defamatory or disparaging nature to any third party regarding Company, or any of Company's officers' directors, employees, personnel, agents, policies, services, or products, other than to comply with law.
- (Violations of Confidentiality) Client agrees that if Client violates or displays any likelihood of violating this paragraph the Company will be entitled to injunctive relief to prohibit any such violations to protect against the harm of such violations.

DR KASIA KINES

HOLISTIC NUTRITION NATURALLY™ LLC

7. Intellectual Property

Holistic Nutrition Naturally own(s) the Copyright in their e-Books and in all content on www.kasiakines.com other than content that is identified as having been written by a third party, all trademark rights in the names Holistic Nutrition Naturally™, LLC and “Eat Well, Look Great, Feel Spectacular, Naturally!”™ and all other trademarks and service marks that are used on www.kasiakines.com, (collectively known for the purpose of these Terms and Conditions as “Holistic Nutrition Naturally Intellectual Property”.) While we hope that you will download, read or listen to Holistic Nutrition Naturally™’s content for your personal use, you may not copy, display or distribute copies of any Holistic Nutrition Naturally™ Intellectual Property for any commercial purpose. The same goes for any intellectual property, documents, questionnaires, and other materials sent to you via your program with Kasia Kines. Third parties whose products are mentioned during your program and whose products are sold through www.kasiakines.com own their respective copyrights, trademarks and other proprietary and personal rights. Third parties whose articles appear on the www.kasiakines.com own the copyrights in those articles.

User-Generated Content. If you submit a question to us via email or tell us a story about your experience with any of www.kasiakines.com services or products, you grant, and you represent and warrant that you have the right to grant, Holistic Nutrition Naturally™ an irrevocable, perpetual, non-exclusive, royalty-free, worldwide license to reproduce, publicly display, and distribute copies of that User-Generated content, and both to edit that User-Generated Content and to incorporate that User-generated content into www.kasiakines.com as Holistic Nutrition Naturally™ sees fit. If you submit or otherwise authorize the publication of a Story, you represent and warrant that the Story is true and accurate and that it does not defame or invade the privacy of any person, and you consent to the publication or your name as the author/subject of the story.

If you believe that content that you own has been posted on www.kasiakines.com without your permission, please provide our Copyright Agent with the following information:

- (1.) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- (2.) a description of the copyrighted work that you can claim has been infringed;
- (3.) a description of where the material that you claim is infringed is located on www.kasiakines.com;
- (4.) your address, telephone number, and e-mail address;
- (5.) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- (6.) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf.

Our Copyright Agent can be reached as follows:

Send an e-mail to support@kasiakines.com

8. Warranties (Company’s Warranties) (Client’s Warranties) (Except for Express...)



HOLISTIC NUTRITION NATURALLY™ LLC

Company's warranties: Company represents, warrants and covenants that, Company has full authority to enter into this Agreement and all of the services, whether performed by Company or any of its subcontractors, will be rendered using sound professional practices in a competent and professional manner by knowledgeable and qualified personnel.

Client's Warranties: Client represents, warrants and covenants that Client has full authority to enter into this Agreement and has or will obtain, during all times relevant hereunder, all of the necessary consents, rights, licenses, Clearances, releases or other permission to lawfully consummate the transactions and lawfully discharge, in all material respects, each and every of Client's obligations or duties set forth hereunder, whether performance is due now or hereafter during the Term.

9. Limitation of Liability

LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES SHOULD HOLISTIC NUTRITION NATURALLY™, OR WWW.KASIAKINES.COM, OR ANY OF THEIR AFFILIATES, PARTNERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM ANY ASPECT OF YOUR USE OF THE WWW.KASIAKINES.COM, THE E-BOOK, ANY GUIDE OR OTHER WRITTEN MATERIAL, ANY PROGRAM, VIDEO OR ANY THIRD-PARTY PRODUCT, ANY PLAN SUPPLEMENT, OR ANY RECIPE, OR YOUR PARTICIPATION IN ANY CLASS, OR YOUR USE OF OR PARTICIPATION IN ANYTHING ELSE THAT YOU MAY ACCESS, USE, READ, EAT OR BUY THROUGH HOLISTIC NUTRITION NATURALLY™ OR WWW.KASIAKINES.COM, THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

WWW.KASIAKINES.COM , HOLISTIC NUTRITION NATURALLY™, AND KASIA KINES AND THEIR AFFILIATES, PARTNERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES, SPECIFICALLY DISCLAIM ALL RESPONSIBILITY FOR ANY INJURY, DAMAGE OR LOSS THAT YOU MAY INCUR AS A DIRECT OR INDIRECT CONSEQUENCE OF PARTICIPATING IN ANY ACTIVITY USING ANY SUPPLEMENT, GUIDE, PRODUCT, BOOK, BLOG, VIDEO OR THIRD PARTY PRODUCT, OR USING ANYTHING ELSE THAT YOU MAY SAMPLE, BUY, PARTICIPATE IN OR ACCESS THROUGH WWW.KASIAKINES.COM , OR FOR THE FAILURE OF ANY ACTIVITY, OR ANYTHING ELSE THAT YOUR MAY SAMPLE, BUY, PARTICIPATE IN OR ACCESS THROUGH THE WEBSITE TO ALLEVIATE YOUR SYMPTOMS OR IMPROVE YOUR CONDITION.

IN NO EVENT SHALL COMPANY'S LIABILITY TO CLIENT EXCEED THE FEES PAID UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY.

THE FOREGOING LIMITATIONS IN THIS SECTION 10 SHALL NOT APPLY TO A BREACH OF CONFIDENTIALITY BY A PARTY HEREUNDER OR THE OBLIGATIONS UNDER PARAGRAPHS 8 AND 18.

10. Effect of Headings

The subject headings of the paragraphs and subparagraphs of this Agreement are included for convenience only and shall not affect the construction or interpretation of any of its provisions.

11. Entire Agreement; Modification; Waiver

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any



HOLISTIC NUTRITION NATURALLY™ LLC

other provision, whether or not its similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

12. Neutral Construction

This Agreement was prepared by Company and/or Company's legal counsel. It is expressly understood and agreed that this Agreement shall not be construed against Company merely because it was prepared by its counsel; rather, each provision of this Agreement shall be construed in a manner which together shall constitute one and the same instrument.

13. Counterparts

This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. Assignment

This Agreement shall be binding on, and shall inure to the benefit of, the parties to it and their respective heirs, legal representatives, successors, and assigns; provided however, that Client may not assign any of its rights under this Agreement, except to a wholly owned subsidiary entity of Client. No such assignment by Client to its wholly owned subsidiary shall relieve Client of any of its obligations or duties under this agreement.

15. Notices to the Company

All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed as follows:

To Company at: 6156 NE 196th St, Kenmore, Washington 89028

16. Governing Law; Venue; Mediation

This Agreement shall be construed in accordance with, and governed by the laws of the State of Washington as applied to contracts that are executed and performed entirely in Maryland. The exclusive venue for any court proceeding based on or arising out of this Agreement shall be King County, Washington. The parties agree to attempt to resolve any dispute, claim, or controversy arising out of or relating to this Agreement by mediation, which shall be conducted under the current mediation procedures of The CPR Institute for Conflict Prevention and Resolution or any other procedure upon which the parties may agree. The parties further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration or other dispute resolution procedures.

17. Recovery of Litigation Expenses

If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

DR KASIA KINES

HOLISTIC NUTRITION NATURALLY™ LLC

18. Severability

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 effect and shall in no way be affected, impaired, or invalidated.

19. Signature

By Purchasing you agree to the terms of this agreement.