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**Terms of Use**

 **Ellen Petrosino Consulting, LLC**

Last Modified: February 7, 2023

**Acceptance of the Terms of Use**

These terms of use are entered into by and between You and Ellen Petrosino Consulting, LLC ("Ellen Petrosino, RD", the "Company," "we," or "us"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, "Terms of Use"), govern your access to and use of EllenPetrosinoRD.com, including any content, functionality, and services offered on or through EllenPetrosinoRD.com (the "Website"), whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use the Website. By using the Website or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, incorporated into these Terms of Use by reference. If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

The Website is offered and available to users who 18 years of age or older. By using the Website, you represent and warrant that you are of legal age to form a binding contract with the Company. If you do not meet this requirement, you must not access or use the Website.

1. **The Website is a Web-Based Educational Platform**

The Website is a web-based platform that provides opportunities for users, who comply with Ellen Petrosino Consulting, LLC's policies to access informational and educational materials in a variety of formats, view video lessons, and to obtain information on signing up for one-on-one or group dietary coaching sessions (collectively the “Program”).

1. **Changes to the Terms of Use**

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.

1. **Accessing the Website and Account Security**

We reserve the right to withdraw or amend the Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for both:

* Making all arrangements necessary for you to have access to the Website.
* Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with the Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Website or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

1. **Use of Cookies**

The Website employs the use of cookies. By using EllenPetrosinoRD.com’s website, You consent to the use of cookies in accordance with EllenpetrosinoRD.com’s privacy policy. Most of the modern day interactive web sites use cookies to enable retrieval of user details for each visit. Cookies are used in some areas of the Website to enable the functionality of this area and ease of use for those people visiting

1. **MEDICAL DISCLAIMER**

**ELLEN PETROSINO CONSULTING LLC CANNOT AND IS NOT PROVIDING YOU WITH MEDICAL ADVICE OR DIAGNOSES. THE WEBSITE IS NOT INTENDED TO TREAT ANY ILLNESS OR DISEASE AND THE SERVICES SHOULD NOT BE INTERPRETED AS MEDICAL ADVICE OR DIAGNOSES.**

The Website provides you with general information concerning nutrition in order to provide you with guidance you can use for implementing your meal planning, weight loss, and/or fitness goals. The content on the Website and Ellen Petrosino Consulting LLC’s social media accounts are provided for informational purposes only. The Website is not a substitute for medical or psychological consultation, evaluation, or treatment, and the information made available through the Website should not be relied upon when making medical decisions, or to diagnose or treat a medical condition.

The information we provide is general and not specific to you. Always seek the advice of your physician or other qualified health care provider with any questions you may have regarding a medical condition or treatment and before undertaking a new health care regimen, and never disregard professional medical advice or delay in seeking it because of something you have read on the Website. We strongly urge and advise you to consult with your physician (or other qualified health-care provider) before making any changes in your lifestyle and routine, as changing your diet or exercise or losing weight, may affect some medical conditions and medications. You should also discuss your participation and/or continued participation in any dietary or nutrition program with your physician.

Although the Website was developed by a registered dietician, we are not licensed physicians and we are not a medical organization.

The services provided by our one-on-one or group coaching sessions are not medical or psychological, or any other type of health service or counseling. No medical or psychological diagnosis, treatment, or advice will be offered. Coaching is not a substitute or alternate to medical or psychological or other healthcare diagnosis and treatment when a medical or mental health condition or illness is present and you are advised to seek the advice of physicians or other qualified health care providers if such circumstances exist. Under no circumstances will any of your interactions with any coach or any other user of the services be deemed or construed to create a physician-patient relationship. If we become aware of or suspect any medical or psychological condition or illness, we may, at our sole discretion, terminate all or any part of the services offered to you.

All users should consult with a physician prior to participating in any dietary or nutrition regimen, however those users with the below listed conditions are further advised to consult with their physician prior to using the Website or any components thereof:

1. Pregnant or nursing
2. Diabetic
3. Thyroid Disorders
4. Food allergy(s)
5. Morbid obesity
6. Eating disorder(s)
7. Under 18 years of age.

You should use your discretion and adjust your use of any dietary and nutrition advice to take into account your specific circumstances. Always confer with your appropriate medical provider. If any information you receive or obtain from the Site or use of any services is inconsistent with medical advice from your physician, you should follow the advice of your physician. **YOUR USE OF, RELIANCE ON, OR IMPLEMENTATION OF ANY ELEMENT OF ANY DIETARY AND NUTRITION ADVICE IS AT YOUR SOLE RISK.**

You should be aware of certain risks that have been associated with weight loss. Risks include but are not limited to; constipation, dehydration, diarrhea, dizziness, hair loss, headaches, dry or cold skin, fatigue, inflammation, cramps, gallstones, gout, heart palpitations, loss of lean body mass, irregular or stopping of menstruation, as well as other possible side effects. The Website is not responsible for any adverse reactions, effects, or consequences resulting from your use of, reliance on, or implementation of any element of the Program.

1. **Intellectual Property Rights**

The Website and its entire contents, features, and functionality (including but not limited to all information, documents, software, text, displays, images, video, and audio, and their designs, selections, and arrangements) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:

* Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
* You may store files that are automatically cached by your Web browser for display enhancement purposes.
* You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
* If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
* If we provide *social media features* with certain content, you may take such actions as are enabled by such features.

You must not:

* Modify copies of any materials from this site.
* Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

1. **Trademarks**

The Company name, the Company logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on the Website are the trademarks of their respective owners.

1. **Prohibited Uses**

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

* In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
* For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
* To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set out in these Terms of Use.
* To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
* To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
* To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website, or expose them to liability.

Additionally, you agree not to:

* Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
* Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
* Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
* Use any device, software, or routine that interferes with the proper working of the Website.
* Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
* Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
* Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
* Otherwise attempt to interfere with the proper working of the Website.

1. **Monitoring and Enforcement; Termination**

We have the right to:

* Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
* Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting or providing any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

1. **Content Standards**

These content standards apply to any and all information you provide to us through the Website ("User Information"). User Information must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Information must not:

* Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
* Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
* Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
* Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy.
* Be likely to deceive any person.
* Promote any illegal activity, or advocate, promote, or assist any unlawful act.
* Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
* Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
* Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
* Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

1. **Copyright Infringement**

*Reporting Claims of Copyright Infringement*

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Website infringe your copyright, you may request removal of those materials (or access to them) from the Website by submitting written notification to our copyright agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA"), the written notice (the "DMCA Notice") must include substantially the following:

* Your physical or electronic signature.
* Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Website, a representative list of such works.
* Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
* Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
* A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
* A statement that the information in the written notice is accurate.
* A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated copyright agent to receive DMCA Notices is: ellen@ellenpetrosinoRD.com.

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

Please be aware that if you knowingly materially misrepresent that material or activity on the Website is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

*Counter-Notification Procedures*

If you believe that material you posted on or provided through the Website was removed or access to it was disabled by mistake or misidentification, you may file a counter-notification with us (a "Counter-Notice") by submitting written notification to our copyright agent designated above. Pursuant to the DMCA, the Counter-Notice must include substantially the following:

* Your physical or electronic signature.
* An identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access disabled.
* Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
* A statement under penalty of perjury by you that you have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled.
* A statement that you will consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or if you reside outside the United States for any judicial district in which the Website may be found) and that you will accept service from the person (or an agent of that person) who provided the Website with the complaint at issue.

The DMCA allows us to restore the removed content if the party filing the original DMCA Notice does not file a court action against you within ten business days of receiving the copy of your Counter-Notice.

Please be aware that if you knowingly materially misrepresent that material or activity on the Website was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

*Repeat Infringers*

It is our policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers.

1. **Reliance on Information Posted**

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

The Website includes content provided by third parties, including materials provided by other users, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

1. **Changes to the Website**

We may update the content on the Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

1. **Information About You and Your Visits to the Website**

All information we collect on the Website is subject to our Privacy Policy. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

1. **Linking to the Website and Social Media Features**

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

The Website may provide certain social media features that enable you to:

* Link from your own or certain third-party websites to certain content on the Website.
* Send emails or other communications with certain content, or links to certain content, on the Website.
* Cause limited portions of content on the Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, and solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

* Establish a link from any website that is not owned by you.
* Cause the Website or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
* Link to any part of the Website other than the homepage.
* Otherwise take any action with respect to the materials on the Website that is inconsistent with any other provision of these Terms of Use.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice, at any time, and in our sole discretion to request that You remove all links or any particular link to the Website. You agree to immediately remove all links to the Website upon such request. We also reserve the right to amend these terms and conditions and its linking policy at any time. By continuing to link to the Website, You agree to be bound to and abide by these linking terms and conditions.

We may disable all or any social media features and any links at any time without notice in our discretion.

1. **Links from the Website**

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to the Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

1. **Compliance with Laws**

Company and the Website are based in the United States. The United States and certain other jurisdictions control the export of products and information. You agree to comply with all such applicable restrictions and not to export or re-export any content or information on the Website (including any software or any services offered by Company through the Website) to countries or persons prohibited under the United States or other applicable export control laws or regulations. If You access and download any content or information from the Website (including any software or any services offered by the Company through the Website), You represent that You are not in a country where such export is prohibited or are not a person or entity to which such export is prohibited. You are solely responsible for compliance with the laws of Your local jurisdiction and any other applicable laws regarding the import, export, or re-export of any content or information on the Website (including any software or any services offered by Company through the Website).

1. **Disclaimer of Warranties**

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

1. **Limitation on Liability**

IN NO EVENT WILL COMPANY, ITS AFFILIATES, OR THEIR EMPLOYEES, AGENTS, MEMBERS, MANAGERS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

IF THERE IS LIABILITY FOUND ON THE PART OF COMPANY, ITS AFFILIATES, OR THEIR EMPLOYEES, AGENTS, MEMBERS, MANAGERS, OFFICERS, OR DIRECTORS, OUR SOLE AND ENTIRE MAXIMUM LIABILITY, FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY YOU FOR THE SERVICES YOU HAVE ORDERED THROUGH OUR WEBSITE.

The limitations of liability set forth above shall: (i) only apply to the fullest extent permitted by law and (ii) not apply to liability resulting from our gross negligence or willful misconduct as determined by a court of competent jurisdiction in a final non-appealable judgment.

1. **Indemnification**

You agree to defend, indemnify, and hold harmless the Company, its affiliates, and its and their respective members, managers, officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, your User Information, any use of the Website's content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Website.

1. **Governing Law and Jurisdiction**

All matters relating to the Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of New York in the County of New York. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

1. **Waiver and Severability**

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

1. **Entire Agreement**

The Terms of Use, and our Privacy Policy and Terms of Sale constitute the sole and entire agreement between you and Company regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

1. **Your Comments and Concerns**

The website is operated by Ellen Petrosino Consulting, LLC, 101 Town Center Drive, Suite 113, Warren, New Jersey 07059, USA.

All notices of copyright infringement claims should be sent to ellen@ellenpetrosinoRD.com.

All other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: ellen@ellenpetrosinoRD.com.