



TERMS AND CONDITIONS

By submitting an order with The Wellness Way Academy, LLC (“WWA”) you confirm your agreement to the following terms and conditions:

1. DEFINITIONS AND INTERPRETATION

- 1.1 “Agreement” means these terms and conditions and the Order.
- 1.2 “Customer” means the individual or company submitting an Order to WWA.
- 1.3 “Course” means classroom training delivered either physically in person or virtually via the internet.
- 1.4 “Online Training” means prerecorded training delivered virtually.
- 1.5 “Order” means the WWA Order form or any other method of communication confirming Customer’s order including through electronic means.
- 1.6 “WWA” means the Wellness Way Academy, LLC, Wisconsin Limited Liability Company, which is the entity to which Customer submits an Order.
- 1.7 “Training Event” means either a Course or Online Training or any other seminar event.
- 1.8 “Wellness Way Academy Materials” is interpreted broadly to include all content and material provided to Customer through participation in the Wellness Way Academy.
- 1.9 Headings are for convenience only and shall not affect the interpretation of this Agreement.
- 1.10 All obligations of either party which comprise more than one person or entity shall be joint and several.
- 1.11 The use of the neuter singular gender throughout this Agreement shall include all genders and the plural.

2. BASIS OF ORDER, NATURE OF TRAINING, AND LIMITED MARKETING

2.1 Customers understand that The Wellness Way Academy consists of a one-year training program and online educational tool geared toward preparing the Customer to better support clients through the use of testing and nutritional recommendations including supplementation. The program includes forty-eight weeks of online training with one week breaks at each quarter. Content and online quizzes are provided on a regular basis with the estimation that the Customer will devote at least 2-4 hours per week to the training. The weekly sessions may include recorded video or live training with certified clinicians. Sessions may include some live question/answer opportunity and/or real case studies to gain deeper understanding of the concepts being discussed. It is anticipated that Dr. Patrick Flynn, founder of The Wellness Way, will be extensively involved in the training, but no guarantee is intended or implied. To complete the training, Customer will need to attend a live training seminar to complete certification training. This is not an educational tool that has

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been formally accredited or accepted by regulated institutions. Though the Customer will gain training in areas of recommending testing, supplementation, and guidance toward a healthier lifestyle, the Course program and Training Events do not replace fundamental training that is a prerequisite for providing services as required under any state or federal law.

2.2 An Order constitutes an offer by Customer to participate subject to these terms and conditions. An offer shall not be deemed to be accepted by WWA unless WWA expressly confirms its acceptance (rather than an acknowledgment of receipt of Order) in writing to the Customer including through the acceptance of payment from Customer and completes any requested initial interview with The Wellness Way team to determine acceptance into the Academy. A confirmation of the acceptance will be provided to the contact identified in the Order, or to the registrant for online or telephone registration.

2.3 The terms and conditions of this Agreement shall apply to the exclusion of any other terms and conditions on which the Order is made or purported to be made by the Customer. No variation to the Order or these terms and conditions shall be binding unless agreed in writing and signed by an authorized representatives of WWA and the Customer. For the avoidance of doubt, it is confirmed that no variation to the Order or these terms and conditions agreed via telephone shall be binding unless confirmed by WWA in writing by WWA and not disputed by Customer within seven (7) days of the date of such confirmation.

2.4 Completion of training results in the Customer being authorized to market and advertise that he or she has been "Wellness Way Academy Trained" only. No license or authority is granted for any other purpose and the Customer is not authorized to represent or market himself/herself or his/her clinic as a Wellness Way "Clinic" or imply any other affiliation or association with The Wellness Way.

2.5 Orders are accepted only on an individual basis, and may not be shared with anyone regardless of relationship. For example, a husband and wife who work for the same or different clinics need to make separate orders and receive separate logins and payments.

2.6 Upon completion of the program, Customer may receive an opportunity or access to alumni status at the sole and absolute discretion of WWA and under the terms and conditions then offered for continuing to train and support.

3. REGISTRATION, DATES

3.1 Customer shall ensure that the Order is delivered to WWA sufficiently in advance of any Training Event consistent with WWA's policies.

3.2 WWA shall be entitled to refuse the provision of any Training Event for any reason. If training is canceled, Customer shall be provided a suitable alternative date or Training Event, as appropriate, or receive a proportional refund at the sole and absolute discretion of WWA.

4. DOWNLOAD AND ACCESS TO ONLINE TRAINING

4.1 Access to Online Training is only available online via an internet connection. Online Training participants must have an appropriate user identification to gain access, and all names must be provided to WWA as needed.

4.2 Once access is established, an access notification will be provided to the contact identified in the Order or to the registrant via e-mail. Delivery shall be considered to be complete when WWA provides the Customer confirmation of access by e-mail.

4.3 The Customer shall check the Online Training for completeness and notify WWA immediately in the event the Online Training is incomplete.

4.4 In case the Customer experiences difficulty in accessing the Online Training, all support services are provided solely at Customer's expense.

4.5 Customer acknowledges that Customer requires internet access. Certain Online Training, but not all, may provide a restricted download capability. As soon as the Customer opens the file through the Customer's computer, the Customer agrees and acknowledges that no

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information or files can be copied to another computer or location.

4.6 Customer agrees that access to Wellness Way Academy Materials is limited to the individual Customer and Customer shall not share or post, distribute, or otherwise copy any of the weekly content/quizzes/course materials with anybody else. Customer is not allowed to share access or provide the unique individual login/password to anybody else. Breach of this provision shall entitle Wellness Way Academy to remove the Customer from the program, obtain injunctive relief, double damages and actual attorneys fees as necessary to enforce this provision.

5. PRICE, PAYMENT, COMMISSIONED SALES OPPORTUNITY

5.1 The price of the Training Event shall be as stated in the then current WWA literature and the Order and unless otherwise so stated is exclusive of any customs duties, cost of warehousing, any other import charges, state or local taxes, provincial taxes, value added tax, or any other taxes as appropriate and due for these types of services or products, which shall be payable in addition at the rate then prevailing.

5.2 WWA reserves the right in addition to pass on any charges: (a) relating to returned checks, credit or charge card charge backs; and (b) for any handling fees incurred by WWA in relation to bookings made by credit or charge card. WWA will notify Customer of the relevant charges prior to issue of a confirmation invoice.

5.3 All standard published Training Event fees are on a per student basis. For Courses, these fees include the price for instruction and training documentation only.

5.4 Travel costs associated with in-person training are not included.

5.5 Provided that Customer begins the Wellness Way Academy and accesses any Course material, the Customer will not be entitled to any refund of the price of the Course, either in whole or in part.

5.6 WWA offers several payment options. The payment method must be established at the time of Order for Online Training.

5.7 If Customer is using a purchase order as the payment method, WWA requires the purchase order number at the time of Order for Online Training or at the time of registration or scheduling for Courses. For Courses, hard copies of the purchase order should be mailed to WWA to arrive no later than 10 calendar days before the start date of Course or your registration will be subject to cancellation.

5.8 Customer shall pay the full amount due prior to the Training Event. For Courses, payment must be received by WWA at least fourteen (14) calendar days prior to the commencement of the Course(s) specified in the Order, or immediately upon placing the Order if placed less than fourteen (14) days prior to the commencement of the Course(s).

5.9 Customers located within the continental United States may be granted access to The Wellness Way Store with a unique code allowing the Customer commissioned sales incentive (up to 30%) for products sold through that unique code ("commissioned sales program"). The commissioned sales program does not include access to discounted testing and/or marketing materials. Access to the commissioned sales program and removal from the commissioned sales program is granted at the absolute discretion of WWA for one year after Customer first completely separate forms and contracts. Upon successful completion and obtaining certification, Customer shall receive an additional year of access to this commissioned sales program. Thereafter, Customer will be required to take additional training and maintain all certification requirements including continuing training requirements that are subject to change by WWA in the future and as desired in its sole and absolute discretion.

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6. TRAVEL COSTS AND EXPENSES

6.1 Course participants must make their own arrangements for accommodations.

7. PREREQUISITES / CUSTOMER RESPONSIBILITIES

7.1 WWA reserves the right to exclude a participant from attending any Course due to disorderly conduct, failure to observe any of WWA's rules of participation or failure to attend the prerequisite class or classes for a particular Course. No refund of fees shall be paid to Customer in such circumstances.

7.2 Customer shall ensure that all course participants fulfil any and all of the course prerequisites as communicated by WWA. WWA reserves the right to exclude any participant who does not fulfil such prerequisites. No refund of fees shall be paid to Customer in such circumstances.

7.3 If special physical access is required for people with disabilities during the Course, please notify WWA Education at least fourteen (14) calendar days in advance of the Course in order to allow WWA to assess the requirements.

7.4 All WWA facilities are non-smoking environments. Designated smoking areas are provided. If non-smoking restrictions are violated, the offending participant may be excluded from attending the Course. No refund of fees shall be paid to Customer in such circumstance.

8. CANCELLATION

8.1 WWA reserves the right to cancel any Training Event at any time for any reason and WWA shall inform Customer of such cancellation and offer Customer an alternative Training Event option or a full refund of the price paid for the Training Event or, for Courses, an alternative Course date, at WWA's sole discretion.

8.2 Customer may not cancel Orders for Online Training. Once the Order for Online Training is received, there are no refunds or cancellation. All sales are final.

8.3 Customer may cancel its registration for any Course provided that: (a) fifty percent (50%) of the price shall be charged where notice of the cancellation is received by WWA more than seven (7) or more calendar days prior to the start date of the Course; (b) the full price of the Course shall be charged where notice of cancellation is received within six (6) calendar days or less prior to the start date of the Course.

8.4 WWA will confirm all cancellations or rescheduling requests by e-mail. If the Customer does not receive a confirmation of cancellation or rescheduling within five (5) calendar days of the request, the Customer should call WWA to reconfirm. Financial responsibility remains with the Customer for all fees unless a proper cancellation or rescheduling request is received and confirmed by WWA prior to the start of the Course.

8.5 All cancellation and rescheduling fees will be charged to the same payment method used to procure the Course. In the event that any payment details have changed, it is the Customer's responsibility to provide WWA with updated details. Please note that cancellation charges applied to the WWA Preferred Card will be based on the price as agreed by WWA for the Course.

8.6 Feedback on WWA courses is very important to WWA. In the unlikely event a participant is extremely dissatisfied with a course, please provide WWA with written notice (in a form other than the post-course survey) of any details regarding such dissatisfaction, within thirty (30) calendar days of completion of the applicable course. After receiving such notice, WWA may, in its sole discretion, determine if any remedy (such as a credit) is appropriate. WWA will not consider a possible remedy if such notice is not received within the thirty (30) calendar days set forth above.

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9. WARRANTIES AND LIABILITY

9.1 Whilst every effort is made by WWA to ensure that the Training Event instructors are appropriately qualified and trained, WWA does not accept liability for any loss, cost or expense or for any special or indirect or consequential damages arising from negligence, misconduct or lack of skill in delivering the Training Event.

9.2 WWA shall not be liable for damages of any kind including without limitation direct, special, indirect, or consequential damages, including loss of profit or other financial loss, that may result from Training Events (including, without limitation, resulting from the performance or cancellation of Training Events). In no event shall WWA's liability to customer or any other party exceed, in the aggregate, the fees paid for the use of the Training Event from which the damages arise. Where WWA's liability is excluded or limited, this also applies to the personal liability of WWA's employees, representatives, and people performing duties on WWA's behalf.

9.3 WWA's total liability under this Agreement in both contract or tort shall not exceed the price paid for the Training Event in the applicable Order.

9.4 Notwithstanding the above, there shall be no limit of liability in respect of death or personal injury arising out of the negligence of either party.

9.5 WWA does not warranty the accuracy or completeness of Training Events, nor any links or the information, text, graphics, links, or other items contained within Training Events. WWA and its licensors disclaim all warranties express or implied, including without limitation, any implied warranties of merchantability or fitness for a particular purpose except to the extent that any warranties implied by law cannot be validly waived.

9.6 WWA assumes no responsibility for errors or omissions in the Training Events. It is the Customer's duty to verify such information.

9.7 With respect to material defects in the Online Training, and as Customer's sole remedy for any material defect in the Online Training, WWA in its sole judgment, may decide to eliminate such material defects or make a replacement delivery or, by indicating a reasonably acceptable way to avoid the impact of such material defect.

9.8 In the case of the Course being delivered remotely using the Customer's network infrastructure and certain access to WWA's standard training systems located at a WWA site, the Customer will be responsible for ensuring adequate testing is carried out on Customer's network infrastructure prior to delivery of the Course. Customer shall be solely responsible for any resulting adverse effects on Course delivery. Customer also acknowledges that the WWA's internet based connection method is not guaranteed and WWA cannot be held liable for issues with routing, network usage, speed of connection, proxy server failure or any other issues arising from or within the Customer network or public webspace.

9.9 All claims against WWA are time-barred after a period of one calendar year from the date the claim arose.

10. DATA PROTECTION AND PRIVACY

10.1 Information as to how WWA is using personal data where its acts as a data controller (e.g. of the Customer's representative who executes the Order or where participants have to directly register themselves with WWA) can be obtained by request to WWA.

10.2 Where WWA is processing personal data on behalf of the Customer (e.g. where WWA is registering participants for a Training Event on behalf of the Customer), the terms of WWA's then applicable data processing policies shall apply.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 The copyright and all other intellectual property rights relating to the Course and the Course documentation provided to Customer are

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solely owned by and hereby reserved to WWA. Under no circumstances may the whole or any part of the Course or Course documentation be produced or copied in any form or by any means or translated into another language without the prior written permission of WWA.

11.2 Delivered WWA Software and Online Training remain the property of WWA and all title to the WWA Software and Online Training, including all content, remain with WWA. Customer only receives a license to use the Online Training pursuant to the terms hereof.

11.3 Every person using Online Training or WWA Software must be licensed under these terms and conditions for accessing, downloading, or using the Online Training or WWA Software. Though employees and others of Customer are not allowed to have access to the Online Training or WWA Software, and inadvertent disclosure requires Customer to inform the recipient of WWA's intellectual property and rights of authorship and their duty to conform to laws governing intellectual property rights. Customer shall carefully safeguard the Online Training and any Course documentation that has been made available to the Customer or Training Event participants, to prevent their misuse. Customer is permitted to use the Online Training, Course documentation and WWA Software only for its own internal training purposes and only for those who have licensed the relevant Training Event. The WWA Software, Course documentation and Online Training are confidential and proprietary information of WWA and customer agrees not to disclose this information to any third party or use such information except as expressly permitted herein.

11.4 Customer acknowledges that it is illegal and a violation of this license agreement to copy or distribute Course documentation, Online Training, WWA Software download/online products, links, user codes, or passwords among any non-licensed or otherwise unauthorized persons.

11.5 Customer acknowledges that WWA shall be entitled to seek injunctive relief for any breach of this agreement by Customer from which irreparable harm would ensue.

11.6 In the event Customer breaches any provision of this agreement and fails to cure such breach within a reasonable time (in any case no more than ten (10) days) after receipt of written notice from WWA, WWA shall have the right to immediately terminate this agreement and Customer's license to use the products licensed hereunder. Upon any such termination, Customer shall immediately cease use of such products, delete and destroy any tangible or electronic embodiments of such information in its possession, and certify in writing to WWA that the foregoing has been completed.

12. AMENDMENT / UPDATE AND SUPPORT OF CONTENT

12.1 WWA reserves the right to amend the content of any Training Event without notice to Customer to correct errors or where, at the sole discretion of WWA, such amendment is deemed not to fundamentally change the content of such Training Event. The Online Training may be updated with new products or new solution releases. The Customer's license is provided for the Online Training in effect at the time of order placement. The Customer is not entitled to any future product releases but can elect to repurchase the new product for an additional fee.

12.2 Information technology support is not contemplated but may be made available at the sole and absolute discretion of WWA without warranty or obligation of any kind in the event an Online Training participant is having difficulty with accessing the content only. Coaching, training, or ask-the-expert type support on WWA solutions or solution releases is available separately from WWA and may be offered for an additional fee.

12.3 The Online Training does not include access to development or sandbox systems.

13. RESOLUTION OF DISPUTES.

13.1 All claims, counterclaims, disputes, and other equitable claims including, without limitation, any and all disputes, controversies or claims arising out of or in connection with this Agreement, and any allegations of fraud in the inducement, or that relate to the parties' relationship

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with each other or either party's compliance with any law, that cannot be amicably settled through informal negotiation shall be resolved solely and exclusively by binding arbitration in accordance with the terms of this Agreement as well as both the substantive and procedural laws of Title 9 of the U.S. Code and the Commercial Arbitration Rules of the American Arbitration Association. The parties further agree to waive any right to participate in a class or joint action against the other. No party will join or participate in any class action, or otherwise join with any other claimants in any proceeding including those filed in any court or arbitration related to the other party. Customer shall not serve as a class representative in any class action lawsuit brought by any person or legal entity concerning this Agreement in any respect. Any dispute concerning the enforceability of this provision shall be resolved in arbitration and arbitrator shall not be authorized to conduct class action proceedings. If the class action waiver is found to be invalid then WWA may elect to cancel this entire arbitration section.

13.2 The arbitration shall be conducted in the City of Green Bay and County of Brown, Wisconsin by a panel of three (3) arbitrators that reside in Wisconsin who shall be selected as follows: (i) one (1) arbitrator shall be selected by the claimant(s) within thirty (30) days after sending the Notice of Arbitration; (ii) one (1) arbitrator shall be selected by the respondent(s) within thirty (30) days following the claimant(s) notifying respondent of the identity of claimant's arbitrator ; and (iii) the third arbitrator shall be selected by the arbitrators chosen by the claimant(s) and the respondent(s) within thirty (30) days following the appointment of the respondent(s)' arbitrator. The parties acknowledge and agree that each party shall have the option, exercisable upon written notice to the other party, to designate the arbitrator selected by such party as a non-neutral arbitrator in which event such arbitrator shall not be impartial or independent and shall not be subject to disqualification for partiality or lack of independence. Notwithstanding the foregoing, if either party fails to timely select an arbitrator pursuant to this agreement: (a) such party shall be deemed to have waived its right to a three-member arbitration panel and shall be required to participate in the arbitral proceedings with the one (1) arbitrator selected by the other party without any objection, and (b) the one (1) arbitrator selected by the other party shall thereafter be deemed a neutral arbitrator with whom neither party shall communicate ex parte concerning the arbitration.

13.3 The parties irrevocably agree to waive the right to initiate or participate in any and all class action proceeding against the other party. Any dispute that arises out of or related to this Agreement that is not arbitrated shall be resolved exclusively in the Circuit Court of Brown County, Wisconsin, USA.

14. INTEGRATION

14.1 Customer acknowledges that, in entering into and executing this Agreement, Customer relies solely upon the representations and agreements contained in this Customer and no others. This Agreement contains the entire agreement between these parties and no modification, amendment, or alteration shall be binding unless in writing and signed by a duly authorized representative of each party. This Agreement supersedes all previous contracts, agreements, or understandings.

15. NOTICES

15.1 Any notice required or permitted to be given by either party to the other under these terms and conditions shall be in writing and delivered by hand or sent by first class post and addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice and shall be deemed received on actual receipt or three (3) days after posting or within twenty-four (24) hours of transmission if sent by facsimile.

16. SEVERABILITY

16.1 If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected thereby.

17. ENTIRE AGREEMENT

17.1 This Agreement constitutes the entire agreement between the parties in connection with its subject matter. No party has relied on any

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representation or warranty except as expressly set out in this Agreement and WWA and the Customer hereby commits to submit exclusively to the jurisdiction of the courts of Green Bay, Wisconsin USA.

18. GOVERNING LAW

18.1 This Agreement and any claims arising out of or relating to this Agreement and its subject matter shall be governed by and construed under the laws of the State of Wisconsin, USA, without reference to its conflicts of law principles. In the event of any conflicts between foreign law, rules, and regulations, and United States law, rules, and regulations, United States law, rules, and regulations shall prevail and govern. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The Uniform Computer Information Transactions Act as enacted shall not apply.

19. THIRD PARTY BENEFICIARIES

19.1 Notwithstanding any other provision in this Agreement, nothing in this Agreement shall create or confer (whether expressly or by implication) any rights or other benefits in favor of any person not a party hereto.

20. FORCE MAJEURE

20.1 Any delay or nonperformance of any provision of this Agreement (other than for the payment of amounts due hereunder) caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

By signing electronically below, I agree to the Terms and Conditions described above in its entirety.

PARTICIPANT NAME:

PARTICIPANT E-SIGNATURE:

or

PARTICIPANT SIGNATURE: _____