

Terms of Service Agreement

Introduction

It is common practice for naturopaths, nutritionists and other non-licensed practitioners to collect your signature on a form such as this. By doing so you acknowledge and accept that we:

- are not medically qualified;
- are not a substitute for advice from a qualified doctor;
- recommend that you consult your doctor before making any changes to your diet or exercise regime or taking any dietary supplement;
- do not warrant the accuracy of any information provided;
- are not liable for any losses you may suffer by relying on our advice;
- do not recommend any particular product;
- are not a covered entity or a business associate of a covered entity under HIPAA.

By your signature below, and/or by instructing us to provide advice and services to you, you indicate your agreement to these terms.

What we do and do not do

We obtain a set of laboratory test results from a [California Certified Laboratory in the United States] and provide you with a nutritional interpretation of those test results that you can use exclusively as an educational tool for personal health purposes.

Your doctor may use the same test results to diagnose and treat disease, but we do not do this. The information we provide is not intended to, cannot, and should not be expected to be a substitute for a personal consultation with your own qualified doctor. We do not accept any liability for any failure to identify any medical condition or disease; this is not the purpose of our services.

We may provide you with information relating to products that we believe might benefit you, but such information is not to be taken as an endorsement or recommendation. Some such products may not be available without a prescription, but we do not dispense or prescribe any prescription products. The information provided is intended for educational purposes only and should not be taken as professional medical advice or used as a substitute for medical care. We are not responsible for any adverse affects or consequences that may result, either directly or indirectly, from that information.

We will make reasonable effort to protect the privacy of your medical information that is shared with us, including any medical test results. However, that information is not protected by doctor-patient confidentiality nor is it governed by HIPAA.

Consult your doctor

We are not qualified medical advisors and make no claims to be so. The information we provide should not be taken to be, and is not a substitute for, personal medical advice and instruction. You should not take any action based solely on our advice.

You should consult your doctor:

- for any medical interpretation of your test results;
- on any matter relating to your health and well-being;
- before making any changes to your exercise or diet;
- before taking any nutritional, herbal, homeopathic or hormonal supplementation;
- before beginning any therapy.

Exclusion of warranties

We will provide our services to you with reasonable care and skill. But we make no other warranty, express or implied, with respect to those services. All other warranties are excluded to the maximum extent permitted by law.

We make no warranty as to the accuracy of the laboratory test results we receive.

We make no warranty, expressed or implied, as to the quality or effectiveness of any diagnosis, apparatus, treatment or product. In no event will we be liable for any physical or mental injury, or any negative side effects, that may arise from the use of any such diagnosis, apparatus, treatment or product.

We believe that the information we provide, including that on our web sites, brochures, flyers and information packets, is accurate, but we cannot guarantee such accuracy. We therefore make no warranty as to the accuracy of that information, and it should not be relied upon as being correct, complete or accurate. It is your responsibility to verify such matters independently from primary sources of information and by taking specific professional advice.

Exclusion of liability

If you rely on, buy or use a product or therapy, you do so at your own risk. Each person is different, and the way someone reacts to a product or therapy may be significantly different from another. We cannot predict how you may react to any particular product or therapy.

To the maximum extent permitted by law, we exclude:

- any and all liability in contract, tort (including negligence), breach of statutory duty or otherwise for any direct, indirect, special, incidental, or consequential costs, losses, claims, damages, expenses or

proceedings (including but not limited to loss of profits and wasted management time) incurred or suffered by you arising directly or indirectly out of or in connection with our services, including but not limited to any loss, damage or expense arising from any defect, error, imperfection, fault, mistake or inaccuracy with the information or advice we provide;

- any and all liability for injury or loss arising out of the use of, or reliance on, the laboratory results and/or the dietary, supplement and lifestyle suggestions we may provide;
- any and all liability for injury or loss arising from any product or treatment you may choose to take;
- any and all liability for any failure to identify any medical condition or disease. You understand and agree that this is not the purpose of our services.

This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties.

No recommendation

All material and information we may provide about products and therapies is provided solely for educational purposes and for use when discussing your health with your doctor. By providing you with such material and information, we do not necessarily endorse, recommend or promote any such product or therapy.

Program Date:

This program will commence upon the signing of this agreement and will continue for the designated agreed upon time period. Two to three weeks may be added to this frame for testing purposes. However, once the designated time period has passed, any extension will be the discretion of the practitioner.

Signature

I have read and understood the above and I agree to it.

Signature

Date

Print Name (If sending via mail or scanning and emailing document)

Entering/typing name in the signature field above constitutes signing the document, confirming the signer agrees to the terms and conditions stated.