

TERMS OF USE

Updated May 14, 2019

Welcome to Awaken180. This website (“**Website**”) is owned by Awaken 180, Inc. (the “**Company**”) and is operated by the Company for itself and on behalf of its affiliates including, without limitation, Newton Weightloss, LLC, Peabody Weightloss, LLC, Quincy Weightloss, LLC and Seekonk Weightloss, LLC (collectively, “**Awaken180**”, “**we**”, “**us**” or “**our**”). “**Website**” as used in these Terms of Use (“**Terms**”) includes our pages and applications on third party social-networking services such as Instagram, Facebook or Twitter and our applications on mobile devices. Your use of the Website is subject to the following terms and conditions. By accessing and using the Website, you accept and agree to be bound by these Terms and to use the Website in compliance with these Terms. If you do not agree to these terms, please do not use the Website or any services offered by the Website. These Terms will be updated from time to time without notice.

PRIVACY

We collect information about you through your use of the Website. Our collection and use of this information is governed by our Privacy Policy (“**Privacy Policy**”), available at <https://www.awaken180weightloss.com/privacy>, which is expressly incorporated into these Terms.

LICENSE AND SITE ACCESS

Subject to your compliance with these Terms, Awaken180 grants you a limited, revocable, non-transferable, non-exclusive license to access and use the Website. You may access and use the Website only for your personal use (or, if accessing the Website on behalf of a company, only your company’s internal use). Any other access to or use of the Website or the Website Content (defined below) constitutes a violation of these Terms and may violate applicable copyright, trademark, or other laws.

You may not access, use, or copy any portion of the Website or the Website Content through the use of bots, spiders, scrapers, web crawlers, indexing agents, or other automated devices or mechanisms. You may not remove or modify any copyright notice or trademark legend, author attribution, or other notice placed on or contained within any of the Website Content. Except as expressly authorized by us in writing, in no event will you reproduce, redistribute, duplicate, copy, sell, resell, or exploit for any commercial purpose any portion of the Website or the Website Content or any access to or use of the Website or the Website Content. You may not modify, translate, enhance, decompile, disassemble, reverse engineer, or create derivative works of the Website or any of the Website Content. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, video, or form) of ours without our express written consent. You may not use any meta tags or any other “hidden text” utilizing our name or trademarks without our express written consent. You may not use the Website in such a manner that threatens the integrity, security, performance, or availability of the Website.

REGISTRATION OBLIGATIONS

There is no cost to become a registered user on the Website, and you do not have to become a registered user to use the Website. However, if you do not become a registered user, you will not have access to all of the content or services available on the Website. You must register to access the Awaken180 “mastery tapes”, exclusive recipes, your weigh-in history and related information, and any “before and after” photos you’ve submitted. If you elect to become a registered user, you agree to provide true, accurate, current and complete information about yourself, and to promptly update all such information to keep it true, accurate, current and complete.

If you elect to become a registered user on the Website, you will be prompted to provide certain personally identifiable information, and you will also be prompted to select a user name and a password. Your user name will identify you as a registered user and your password will allow you to access your account and those parts of the Website that are accessible only by registered users. Information and content accessed through your account is not accessible by any other registered users without your user name and password. You are solely responsible for protecting your registration information and password. We recommend that you do not disclose your registration information or password to others. You agree to immediately notify us of any unauthorized use of your user account or any other breach of security known to you.

HEALTH AND WELLNESS

Information accessible on this Website is not intended to be a substitute for professional medical advice. We are not a medical organization and our staff cannot give you medical advice or diagnoses and nothing contained in this Website should be construed as such advice or diagnosis. Information is often general in nature and may be helpful to some persons but not others, depending upon their personal medical needs. Above all, you should always consult with your personal physician prior to changing or undertaking a new diet. Your physician is often

in the best position to evaluate whether any particular diet is best for you. Advance consultation with your physician is particularly important if you are under eighteen (18) years old, pregnant, nursing, or have health problems. We also urge you to get periodic medical checkups as weight loss can create physical changes that should be medically monitored. Medical monitoring is especially important for people with a known medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read on this Website.

The Website Content (defined below), including the recipes and related information and commentary made available through the Website, as well as any ingredient management or cooking features, are for informational and convenience purposes only and are not intended to be (and do not constitute) dietary, nutritional, or food safety advice or recommendations specifically for you. You are solely responsible for ensuring that any food you prepare is properly cooked, and for monitoring your appliance and the doneness of your food. You agree that we are not responsible or liable for any harm or damage (including illness) that you or anyone else experiences as a result of consuming food prepared utilizing the Website's recipes or features.

People with certain conditions may not use the Awaken180 weight-loss program, which include, but are not limited to, people who: (i) are pregnant, (ii) are allergic to soy, peanuts, tree nuts, milk, eggs, fish, shellfish, wheat, soybeans or latex (which is used in food processing) (collectively, "**Allergens**"), (iii) have an eating disorder, such as anorexia or bulimia, (iv) have chronic kidney disease or (v) have a condition requiring a gluten-free diet.

Certain clients are required to provide a physician's consent to use the Awaken180 weight loss program, including, but not limited to (i) children aged 13-17 years; (ii) nursing mothers and (iii) anyone who is morbidly obese, generally defined as being 100 pounds over his or her ideal body weight and has a body mass index (BMI) of 40 or more, or has a BMI of 35 or more and is also experiencing obesity-related health conditions, such as high blood pressure or diabetes.

MEAL PLANS

As part of our services, clients may order custom, pre-cooked meals and meal packages delivered directly to their door. The meals are prepared, packaged and delivered by a third-party food preparation provider (the **Meal Plan Vendor**). Although we have selected the Meal Plan Vendor because of the care it takes to ensure the authenticity, freshness, quality and safety of its food products, we do not exercise control over the Meal Plan Vendor or its food products. You agree that we are not responsible or liable, directly or indirectly, for any damage or loss caused to you by your purchase or consumption of the meals provided by the Meal Plan Vendor.

The terms and conditions regarding meal packages are located on the Website at: <https://support.awaken180weightloss.com/hc/en-us/articles/360023293151-Meal-Package-Bundle>.

Purchases of the prepared meals by individuals under age 18 years is prohibited without the express authorization of a parent or guardian.

COPYRIGHT AND INTELLECTUAL PROPERTY

Unless otherwise explicitly specified, the Website (including past, present and future versions) and included content (and any derivative works or enhancements of the same), including, but not limited to, all layout, text, illustrations, instructions, files, images, designs, software, scripts, graphics, photos, sounds, music, videos, information, advertising copy, content, materials, products, services, URLs, technology, documentation, interactive features, the "look and feel" of the Website, the compilation, assembly and arrangement of the materials of the Website and any and all copyrightable material (including source and object code), (collectively, the "**Website Content**") and all intellectual property rights to the same are owned or controlled by us, our licensors, or both. All trademarks, service marks, trade names, trade identities and trade dress that may appear on the Website are owned by us, our licensors, or both. Except for the limited use rights granted to you in these Terms, you shall not acquire any right, title or interest in the Website or any Website Content. Any rights not expressly granted in these Terms are expressly reserved.

THIRD PARTY WEBSITES AND CONTENT

The Website may contain links to external third-party products, services and websites. We exercise no control over these products, services, and websites, and we are not responsible for their performance, and are not responsible or liable for any content, advertising, or other services or materials available on such websites, including their privacy policies and terms and conditions. You should carefully review the terms and conditions and privacy policies of all off-Website pages and other websites that you visit. You agree that we are not responsible or liable, directly or indirectly, for any damage or loss caused to you by your use of or reliance on any goods or services available through such external merchant or third-party products, services and websites.

SUBMISSIONS

You acknowledge that you are responsible for the information and material that you submit, post or transmit through the Website (your “**Submissions**”), and that you, and not Awaken180, will have full responsibility for each of your Submissions, including its legality, reliability, appropriateness, originality, and copyright. You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of any content and may not post material that consists of or contains political campaigning, commercial solicitation, chain letters, mass mailings, or any form of “spam.” You may not upload to, distribute, or otherwise publish through the Website any content, information, or other material that (i) violates or infringes the copyrights, patents, trademarks, service marks, trade secrets, or other proprietary rights of any person; (ii) is libelous, threatening, defamatory, obscene, indecent, pornographic, hateful, or racially, ethnically or otherwise objectionable, or could give rise to any civil or criminal liability under U.S. or international law; (iii) includes any bugs, viruses, worms, trap doors, Trojan horses or other harmful code or properties; (iv) is knowingly false or intended to mislead, confuse, or deceive others; (v) promotes illegal or harmful activities or substances; (vi) contains items that have been identified by the U.S. Consumer Products Safety Commission as hazardous to consumers and therefore subject to a recall; (vii) is harassing, threatening or insulting to others; or (viii) you were compensated for or granted any consideration for by any third party. You may not upload commercial content on the Website or use the Website to solicit others to join or become members of any other commercial online service or other organization.

We are not responsible for screening and/or verifying the information provided on or through user Submissions and we make no guaranty or warranty regarding such Submissions including, without limitation, that such Submissions are accurate, complete or reliable. User Submissions are solely the responsibility of such users and do not express the opinions of or represent an endorsement by Awaken180. Your use of the Website is at your own risk.

We may from time to time monitor, review and, in our discretion, edit or delete Submissions, however, we have no obligation to do so and we assume no responsibility or liability arising from any Submissions, including without limitation, any omission, inaccuracy, illegality, defamation, libel, falsehood, obscenity, profanity or hate speech contained in any Submissions. We will cooperate with law enforcement or a court order requesting or directing us to disclose the identity of anyone posting any information or material prohibited by this Policy. We may also disclose such information if such disclosure is reasonably necessary to protect the rights, property, or personal safety of us and our clients or the public.

Unless you expressly agree otherwise, Submissions are private and will not be publicly available. For example, any “before and after” photos you submit will be viewable only by you through your account and will not be publicly available on the Website unless you authorize us to do so in writing. We may, however, at our discretion, include any testimonials, reviews and other information regarding Awaken180 and/or your use of the Awaken180 weight loss program (“**Public Content**”) in the publicly available portion of the Website or other social media platforms if such Public Content has been posted by you on other publicly available websites or social media platforms.

Unless otherwise expressly stated herein or in our Privacy Policy, you agree that any Submission provided by you in connection with your use of the Website is provided on a non-proprietary and non-confidential basis. We reserve the right (but not the obligation) to remove or edit any Submission.

In connection with any Submissions, you grant to Awaken180 a worldwide, royalty-free and non-exclusive license to use, distribute, reproduce, modify, adapt, and publicly display such Submissions on the Website, but only for as long as you have authorized us to do so in writing or, if not so authorized, you elect to continue to include such Submissions on the Website.

TERMINATION

You may terminate your registered account, any associated email address and access to the Website by submitting a termination request by contacting us using the information provided at the end of these Terms.

We may, without prior notice, immediately terminate, limit access to, or suspend your registered account, any associated email address, and access to the Website for cause. Cause for such termination, limitation of access or suspension shall include, but not be limited to, (i) breaches or violations of these Terms, (ii) requests by law enforcement or other government agencies, (iii) unexpected technical or security issues or problems and/or (iv) engagement by you in fraudulent or illegal activities. Further, you agree that all terminations, limitations of access and suspensions for cause shall be made in our sole discretion and that we shall not be liable to you or any third party for any termination of your account, any associated email address, or access to the Website.

INTERNATIONAL ACCESS

The Website may be accessed from countries other than the United States. The prepared meals are not available outside the United States. In addition, the Website may contain other products or references to products that are not available outside of the United States. Any such references do not imply that such products will be made available outside the United States. We make no representation that the Website or Website Content is appropriate or available for use in locations other than the United States. If you access and use the Website outside the United States, you do so at your own initiative, at your own risk, and you are responsible for complying with your local laws and regulations.

COPYRIGHT COMPLAINTS

We respect the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide us with the written information specified below:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on the Website;
- Your address, telephone number, and e-mail address;
- A 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; and
- 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 contact information is provided at the end of these Terms.

DISCLAIMER OF WARRANTIES

YOUR USE OF THE WEBSITE AND THE WEBSITE CONTENT IS AT YOUR SOLE RISK. THE WEBSITE AND WEBSITE CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF THE WEBSITE OR WEBSITE CONTENT, AND YOU RELY ON THE WEBSITE AND WEBSITE CONTENT AT YOUR OWN RISK. WE DO NOT WARRANT THAT THE WEBSITE OR WEBSITE CONTENT ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM THE WEBSITE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF USE. SOME STATES MAY PROHIBIT A DISCLAIMER OF WARRANTIES, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

LIMITATION OF LIABILITY

WE WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM OR RELATED TO THE USE OF THE WEBSITE OR WEBSITE CONTENT, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

INDEMNIFICATION

You agree to defend, indemnify and hold harmless Awaken180, and its directors, officers, employees, agents, independent contractors, service providers and consultants from and against any third party claims, damages, loss, liability, costs and expenses, including reasonable attorneys' fees, arising out of or in any way connected with your access to or use of the Website or your violation of these Terms.

REMEDIES

You agree that our remedy at law for any actual or threatened breach of these Terms would be inadequate and that we will be entitled to specific performance or injunctive relief, or both, in addition to any damages that we may be legally entitled to recover, together with reasonable expenses of any form of dispute resolution, including attorneys' fees. No right or remedy of ours shall be exclusive of any other, whether at law or in equity, including damages injunctive relief, attorneys' fees and expenses. No instance of waiver by us of our rights or remedies under these Terms shall imply any obligation to grant any similar, future or other waiver.

APPLICABLE LAW; DISPUTES

These Terms are governed by the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of law. Any dispute shall be adjudicated in a state or federal court in Suffolk County, Massachusetts and you consent to exclusive jurisdiction and venue in such courts. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, related to or connected with the use of the Website or these Terms must be filed within one (1) year after such claim or cause of action arises.

GENERAL

These Terms and our Privacy Notice are the entire and exclusive agreement between Awaken180 and you regarding the Website, and these Terms supersede and replace any prior agreements between Awaken180 and you regarding the Website. We reserve the right to make changes to our Website, policies, and these Terms at any time without notice to you. By continuing to access or use the Website after those revisions become effective, you agree to be bound by the revised Terms. If any of these provisions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining provision. Our failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

CONTACTING AWAKEN180

If you have any questions or concerns about the Website or these Terms, or wish to contact us for any reason, you can reach us through the following mailing address, telephone number or email:

Awaken180, LLC
505 Tremont St.
Unit 302
Boston, MA 02116
Phone: 4259855382
Email: plopez@awaken180weightloss.com