

Terms of Use

EllenBatchelor.com and WholeBlueLiving.com

Thank you for your interest in EllenBatchelor.com and WholeBlueLiving. To ensure everyone has as positive and safe an online experience as possible, please review these Terms of Use before you start to use our Website, services, content, technologies and applications made available by or through ellenbatchelor.com or wholeblueeating.com.

These Terms of Use ("Site Terms") apply to your use of the websites owned and operated by Whole, LLC, its affiliates and related entities ("we" or "us") including www.ellenbatchelor.com, www.wholeblueliving.com, www.wholeblueeating.com and any subdomains thereof (the "Sites"). Our Website gives users the ability to consume wellness content, post comments and other user generated content, and to purchase access to a variety of online, streaming and downloadable content on a subscription or other basis, including our courses (collectively, the "Online Courses") subject to these Site Terms. You agree that all transactions will be performed electronically and that the terms of the purchase of access to and use of any Online Course will be governed by Whole's Terms of Sale. We may, in our sole discretion, change or discontinue any or all aspects of our website at any time, without notice, and without liability to you.

The term "Sites" includes the content on the Sites and all of our services provided on or through the Sites. You use the Sites anytime you access, view, link to or from, or otherwise interact or communicate with or connect to the Sites. By using the Sites, or by clicking to accept or agree to these Site Terms 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, which is incorporated herein by reference.

The Site Terms have the same effect as an agreement in writing and govern your use of the Sites. If you do not agree with any of parts of the Terms of Use, do not use the Sites. These Terms of Use may be changed from time to time without notice. Any changes will be effective when posted. Periodically review our Terms of Use to become aware of any changes. Your continued use of the Sites after any such changes take effect constitutes your acceptance to such changes. Each time you visit or log into the Sites, you reaffirm your acceptance of the Site Terms.

Services

Your use of certain features, functionality, resources, products or programs (including, without limitation, contests, sweepstakes, games, surveys, forums, newsletters, subscription registrations, content submissions, chats, bulletin boards, discussion groups, promotions, marketing opportunities, affiliate programs, requests for suggestions, requests for free products, RSS feeds, etc.) offered on or through the Sites (the "Services") may be subject to additional terms and conditions ("Service Rules"), and before you use any of the Services you may be required to indicate your acceptance of such additional Service Rules. All Service Rules are incorporated into these Terms of Use by reference.

User Requirements

You must be at least 18 years old to participate on our Sites. We do not knowingly collect personal



information from anyone under the age of 18. If you are under the age of 18, with the permission of your parent or legal guardian, you may view the Sites as a visitor. If you believe that a minor has provided information to us through the Sites or the Online Courses, please contact us by email at support@ellenbatchelor.com. We will use Our best efforts to remove all of the information provided by the child from Our system.

Applicable Laws

We comply with the CAN-SPAM Act, the Children’s Online Privacy Protection Act, the Digital Millennium Copyright Act and all applicable rules, regulation laws, statutes, ordinances, codes, and guidelines, including those of the Federal Trade Commission (collectively, “Applicable Laws”) By using the Sites you agree to abide by all Applicable Laws and to refrain from assisting anyone to evade any Applicable Law.

Our Rules

By accessing the Sites, you agree not to:

- Use the Sites in any unlawful manner or in any manner that could damage, disable, disrupt or impair the Sites or interfere with any other user’s use and enjoyment of the Sites
- Use spiders, robots, data mining techniques or similar data methods to download or otherwise, store, publish or distribute the content of the Sites
- Intercept or misappropriate data or personal information from the Sites
- Post, transmit, publish, share or otherwise make available any information, software or other material that contains a virus, malware or any other harmful component including but not limited to Trojan horses, trap doors, back doors, easter eggs, worms, time bombs, cancelbots or computer programming routines that are intended to damage or interfere with the Sites
- Intimidate, harass or insult other users
- Post, transmit, publish, share or otherwise make available any content that is abusive, harmful, unlawful, fraudulent, threatening, infringing, hateful, harassing, defamatory, insulting, obscene, profane, racist, or otherwise objectionable
- Post, transmit, publish, share or otherwise make available content that would incite a criminal offense, violate the rights of others or that would otherwise create liability or violate any Applicable Laws
- Post, transmit, publish, share, or otherwise make available any inappropriate advertising, solicitations or promotional materials including junk mail or spam that would violate the CAN-SPAM Act
- Inappropriately post, transmit, publish, share, or otherwise make available or solicit private information such as phone numbers, addresses, social security numbers
- Impersonate any person or entity (including, but not limited to, any of our employees or representatives), or falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or entity
- Use your account or another user’s account in an inappropriate or unauthorized manner
- Post the same message or comment multiple times

We reserve the right to monitor communications on the Sites between you and other users.



User Registration

If you access the Sites as a visitor, you will not be required to provide personally identifiable information. However, to access certain Services, you may be required to register or to create an account and to provide certain information.

When registering an account, you agree to:

- provide true and accurate information about yourself
- create a username that is not offensive, infringing or deceptive
- not register for more than one account,
- not register for an account on behalf of someone other than yourself
- maintain the security of your passwords and identification
- be responsible for all use and activity under your account, and the consequences thereof, regardless of whether you have authorized such use and activity
- immediately notify us of any unauthorized use of your password or account or any other breach of security

If we determine, in our sole discretion, that you have violated these Terms of Use we reserve the right, without notice, to remove your account and restrict, suspend or terminate your access to all or any part of the Sites in our sole discretion.

Restrictions on Use of Site Content

Our trademarks and service marks, along with our trade names, trade dress (the “Marks”) and designs and all other content found on our Sites, including, but not limited to, articles, recipes, art, designs, graphics, text, postings, images, links, photographs, videos, information, and music (collectively, the “Site Content”) is our property and/or the property of its respective owners. Unless noted otherwise, you may access the Sites or the Site Content for your personal and non-commercial use only. You will not acquire any ownership rights by downloading the Site Content. You may not use, modify, copy, publish, display, transmit, adapt, frame or in any way exploit the Site Content, in whole or in part, without our prior written authorization and the authorization of all respective owners of the Site Content. You must abide by all copyright notices or other restrictions contained on the Sites. Any unauthorized use of the Site Content will terminate any permissions granted herein. Such unauthorized use may also violate Applicable Laws, including copyright and trademark laws. Unless explicitly stated herein, nothing in these Terms of Use shall be construed as conferring any license to the Marks or Site Content.

Unless expressly stated on the Sites or permitted by is in writing, you may make no other use of the content available on the Sites. If you wish to make any use of material on the Sites other than that set out in this section, please address your request to: support@ellenbatchelor.com.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Sites in breach of these Site Terms, your right to use the Sites will cease 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 Sites or any content on the Sites is transferred to you, and all rights not expressly



granted are reserved by Us. Any use of the Sites not expressly permitted by these Site Terms is a breach of these Site Terms and may violate copyright, trademark and other laws.

You must not:

- Modify copies of any materials from the Sites.
- Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Sites.

User-Generated Content

We are not responsible for content posted, transmitted, published, shared or otherwise made available by users on or through the Sites (“User Content”). User Content, includes, but is not limited to, trademarks, trade names, service marks, trade dress, articles, recipes, art, designs, graphics, text, postings, images, links, photographs, videos, information, and music (collectively, “User Content”). We are a distributor (and not a publisher) of User Content. Accordingly, we have no more editorial control over such User Content than does a public library, bookstore, or newsstand. User Content does not reflect our opinions or views. Although we may monitor the Sites, we do not review all User Content. We do not endorse any User Content and make no warranties, whether express or implied, as to the accuracy, integrity or quality of any User Content. Under no circumstances will we be liable in any way for User Content, including, but not limited to, any errors or omissions in any User Content or any loss or damage of any kind incurred as a result of the use of or reliance on any User Content. We retain the right to archive or make any discussion “Read Only” or to reject, modify or remove any User Content (without notice or liability) if we consider any User Content to be in violation of these Terms of Use or otherwise inappropriate or harmful to the Sites in our sole discretion. Regardless of whether we remove such User Content, users remain solely responsible and liable for their User Content.

By posting, transmitting, publishing, sharing or otherwise making available User Content on the Sites, you automatically grant (or warrant that you have the express authority from the owner of such User Content to grant) us a worldwide royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, adapt, translate, publish and distribute such User Content (in whole or in part). We also have the right to incorporate and adapt the User Content in other works in any form, media or technology now known or hereafter developed. You further grant any other user of the Sites to access, view, store or reproduce the User Content for that user’s personal non-commercial purposes. Additionally, you represent and warrant that (1) no element of your User Content will violate or infringe upon the intellectual property or privacy rights of any third party and (2) you (and any licensor of content that you post on the Sites), have waived any “moral rights” in connection with your User Content. You are solely responsible for paying all royalties and other fees that might be due to any person or entity by reason of any User Content posted by you on or through the Sites. You acknowledge you are not entitled to any compensation for any User Content you post on the Sites.

The following content standards apply to your posts or submissions of content on or to the Sites. All of such posts and submissions must in their entirety comply with all applicable federal, state, local and



international laws and regulations. Without limiting the foregoing, your posts and submissions on or to the Sites must not:

- Contain any material which 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 Site Terms 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 other than with Our express prior written permission.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Links to Third-Party Sites

The Sites may contain links to other sites (“Third-Party Sites”) containing content, goods, services, and applications not owned by us. These Terms of Use apply only to our Sites. We do not control, endorse, take responsibility for, investigate, monitor or check for accuracy, appropriateness or completeness of any content of Third Party Sites. You release us from any and all liability, direct or indirect, and for any loss or damage in connection with your use of, or reliance on, any content of Third-Party Sites.

Copyright Complaints

We respect other people’s intellectual property rights. Therefore it is our policy to remove any materials that infringe upon another party’s intellectual property rights. In accordance with the Digital Millennium Copyright Act (the “DMCA”), and upon proper notice, we will remove User Content (and any other Site Content) that violates copyright law. If you believe your work has been infringed send an email to support@ellenbatchelor.com containing the following information: (i) the identification of the copyrighted work; (ii) the location the material on the Sites; (iii) your contact information; (iv) a statement that you have a good-faith belief that the use is unauthorized, (v) a statement that you are the copyright owner or authorized to act on the copyright owner’s behalf and (vi) a statement, made under the penalty of perjury, that all the information in your notice is accurate; and (vii) your signature (physical or electronic).

By submitting a notice, you acknowledge and agree that we may forward your notice and any related



communications to any users who posted the material identified in such notice or to other third parties.

If you believe that your User Content has been wrongfully removed from the Sites, you may send us a counter notice. The counter notice must be in writing, sent to the email address above, and include: (i) identification of the material that has been removed; (ii) your contact information; (iii) a statement that you have a good-faith belief that the material was improperly removed; (iv) a statement that you consent to the jurisdiction of the Federal District Court in the state of Colorado, and agree to accept service of process from the person who submitted the original notification that resulted in your User Content being removed (or an agent of such person) in the event he or she elects to file suit; (v) a statement, made under the penalty of perjury, that all the information in your counter notice is accurate; (vi) your signature (physical or electronic). By submitting a counter notice, you acknowledge and agree that we may forward your counter notice and any related communications to the person who submitted the original notice that resulted in the removal of your User Content or to other third parties.

Personal Advice

The Site Content cannot replace or substitute for the services of trained professionals in any field, including, but not limited to, financial, medical or legal. We encourage you to seek the advice of professionals, as appropriate, regarding the evaluation of any specific information found on the Sites. Your access and use of the Sites does not in any way create a physician-patient, confidential or privileged relationship, or any other relationship that would give rise to any duties on our part or the part of its contributors. We do not endorse any specific tests, physicians, procedures, opinions, or other information that may appear on the Sites. Your reliance on any information provided on the Sites is solely at your own risk. We make no representations or warranties concerning any treatment, action or application of medication or preparation by any person following the information offered or provided within or through the Sites. We are not liable for any direct, indirect, consequential, special, exemplary or other damages that may result, including but not limited to, economic loss, injury, illness or death.

You are advised that health advice and other Professional Advice is often subject to updating and refining due to medical and other research and developments. We are committed to bringing you the most up to date information, however, We make no guarantee that the information herein is the most recent on any particular subject. You are encouraged to consult with your health care provider or other Professional Care Provider with any questions or concerns you may have regarding any health condition or any other Condition that you may have before starting any exercise program, making changes to your diet or engaging in any other activity or program described in the Sites.

No Medical Advice

While the Site Content may be related to general and specific health issues, the Site Content is made available with the express understanding that neither Ellen Batchelor, the other experts on the Sites, nor the Sites themselves, nor users of the Sites are dispensing medical advice. Do not use information from the Sites for self-diagnosis. **IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT YOUR HEALTH AND BEFORE STARTING OR STOPPING ANY TREATMENT OR ACTING UPON INFORMATION CONTAINED ON THE SITES, YOU SHOULD CONTACT YOUR PHYSICIAN OR HEALTH CARE PROVIDER.**



Before participating in any diet or exercise program or using any diet or fitness products or services that may be described and/or made accessible in or through the Sites and/or our online courses, We strongly recommend that you consult with a physician or other healthcare provider. Whole, LLC and its staff are not licensed medical care providers, therapists, psychiatrists, psychologists, relationship counselors, life coaches, first responders or any other kind of professional care provider (“Professional Care Provider”) and have no expertise in advising on, diagnosing, examining, or treating medical, psychological, emotional, relationship or personal growth conditions of any kind (“Conditions”), or in determining the effect of any specific action, activity, routine or program (e.g., exercise or diet) on a medical condition or any other Condition. While some of Whole’s content providers may be Professional Care Providers, Whole, its staff and its content providers are not rendering professional advice of any kind to you personally, including without limitation, medical, psychological, emotional, relationship or personal growth advice, counseling, therapy, treatment or coaching (“Professional Advice”), but are merely providing general education and information to you about wellness topics. You acknowledge and agree that when participating in any diet, exercise or other activity or program described in Our Wellness Content, and/or when using any diet or fitness products or products or services described or provided through the Sites, there is the possibility of physical injury, emotional distress and/or death, and you assume the risk and responsibility for any such results.

Electronic Transactions

You agree to transact with us electronically. This means that if you wish to transact or communicate with us, you agree to do so by electronic means. You authorize us to send you important notices about the Sites and any pending transactions to an email address you provide to us, if you have purchased access to an Online Course or otherwise provided your email address to us or, in the alternative, by posting a notice on the Sites. It is your duty to keep your email address up to date and to maintain a valid email address and to ensure that emails we send you are not filtered or stopped by spam filters or other types of email blocking systems or capabilities. If you no longer desire to transact electronically with us, you may no longer use the Sites.

You are responsible for obtaining at your own expense all equipment and services needed to access and use Our Website and the Online Courses, including all devices, Internet browsers and Internet access. If you access the Sites, a Website application or an Online Course through a mobile or wireless device, you are responsible for all fees that your carrier may charge you for data, text messaging and other wireless access or communications services.

In the event you are provided with a user name and password to access any part of the Sites, including without limitation, the Online Courses to which you have purchased access, agree not share, give or sell your password or username to any other person or company. Excessive viewings or logins by you will be construed by us as fraudulent use of services, which will result in the immediate cancellation of your access to the Online Course without refund. When purchasing access to an Online Course, you agree to take all actions possible to protect your username and password from fraudulent use. 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 Site Terms.



You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the Sites your use of the Sites or your access to and use of the Online Courses or these Site Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Warranties

YOU USE THE SITES AT YOUR OWN RISK. THE SITES (AND ANY PORTION OF THE SITES) ARE PROVIDED "AS IS" "WITH ALL FAULTS" AND "AS AVAILABLE." WE DO NOT WARRANT THAT OUR WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE. THERE MAY BE DELAYS, OMISSIONS, INTERRUPTIONS AND INACCURACIES IN THE NEWS, INFORMATION OR OTHER MATERIALS AVAILABLE THROUGH OUR WEBSITE. WE DO NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO OUR WEBSITE OR ANY INFORMATION OR GOODS THAT ARE AVAILABLE OR ADVERTISED OR SOLD THROUGH OUR WEBSITE. TO THE FULLEST EXTENT PERMITTED BY THE APPLICABLE LAWS, WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE AND NON-INFRINGEMENT). We make no warranties or representations about the accuracy or completeness of content available on or through the Sites, the Site Content, or the content of any websites, any social media or other Internet resources linked to the Sites and assume no liability or responsibility for any: (i) errors, mistakes, or inaccuracies contained on the Sites; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of the Sites (or any parts thereof); (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein; (iv) any interruption or cessation of transmission to or from the Sites; (v) any bugs, viruses, Trojan horses, malware or the like which may be transmitted to or through the Sites (or any parts thereof) by any third party; and/or (vi) for any loss or damage of any kind incurred as a result of the Site Content, the use of the Sites and/or through your or any other users' exercise of any rights granted by us herein. We reserve the right, in its sole and exclusive discretion, to change, modify, add, remove or disable access without notice to any portion of the Sites (including, without limitation any of the Services).

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAWS, IN NO EVENT WILL WE BE LIABLE TO YOU OR ANYONE ELSE UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STATUTORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF USE, DATA, REVENUES, PROFITS, GOODWILL, OR OTHER INTANGIBLE LOSSES (EVEN IF WE WERE ADVISED OF, KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES).

Indemnification

You will be responsible for any harm we suffer as a result of your violation of these Site Terms or any breach by you or your representations and warranties. You agree to indemnify and hold harmless us and our officers, directors, employees, representatives, licensees, authorized designees, successors and assigns from any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable



attorneys' fees and costs) connected to (i) any of your User Content, (ii) your exercise of any of your rights granted herein, (iii) the breach of any of your warranties, representations, covenants, responsibilities or other obligations set forth in these Terms of Use, (iv) your violation of any person's intellectual property, privacy, publicity or other right, (v) the violation of any Applicable Laws and/or these Terms of Use by you and/or anyone using your registered account to access and/or otherwise use the Sites (in whole or in part), or (v) your willful misconduct or the willful misconduct of anyone accessing the Sites through your registered account. We reserve the right to assume the exclusive defense of any matter subject to indemnification by you, and you shall agree to cooperate with us in asserting any available defenses.

Jurisdiction

We control and operate the Sites from our offices in the United States. We do not represent that materials on the Sites are appropriate or available for use in other locations. Due to the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

Arbitration

These Terms of Use will be governed by, and construed in accordance with the laws of the State of Colorado. All disputes related to these Terms of Use shall be submitted for resolution to the American Arbitration Association's ("AAA") Denver, Colorado office. You hereby waive any rights to bring any civil action in any court regarding such disputes. The award rendered by the arbitrator shall be final, and judgment may be entered into it in accordance with the applicable law in the Circuit Court of Denver, Colorado. If either you or we desire arbitration, that party agrees to serve written notice of the arbitration with the other party and the AAA's Denver, Colorado office.

Waiver of Jury Trial

TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAWS, YOU HEREBY WAIVE THE RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS RELATING TO THESE TERMS OF USE, AND THE BREACH THEREOF WHETHER IN CONTRACT OR TORT AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT.

Severability; Waiver; Modification

If any provision of these Terms of Use is found unlawful, void or for any reason unenforceable, then said provision shall be severed from the remaining Terms of Use and shall not affect the validity or enforceability of the remaining provisions. Failures to timely exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. These Terms of Use constitute the entire agreement between you and us relating to the subject matter contained herein.

Injunction Relief

You hereby irrevocably waive any right to seek and/or obtain injunctive or other equitable relief or any order against us, and/or to enjoin or restrain or otherwise impair in the production, distribution, exhibition or other exploitation of any of our productions or projects.



Questions

If you have any questions regarding these Terms of Use, you may contact us at support@ellenbatchelor.com.

