

TERMS OF USE

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ACCEPTANCE OF TERMS

Your use of the Web Sites is subject to these TERMS, which may be updated by us from time to time without notice to you. It is important for you to refer to these TERMS from time to time to make sure that you are aware of any additions, revisions, or modifications that we may have made to these TERMS. Your use of the Web Site constitutes your acceptance of these TERMS.

DESCRIPTION OF WEB SITE SERVICES

The Sites are available to individuals seeking information concerning Amanda Hayes Morgan, Happy, Healthy, Free Program, and its business operations. Nothing on the Sites is, or should be construed as, a recommendation for a specific treatment regimen or a substitute for the advice of a healthcare professional.

INTELLECTUAL PROPERTY OWNERSHIP; LICENSE; COPYRIGHT

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The past, present and future Web Site content, including, but not limited to, materials, logos, copy, graphics, text, logos, images, audio, video, source code, domain names, trade names, service marks, and any and all copywritable material are the property of Amanda Hayes Morgan, LLC or its licensors and are protected by U.S. and international copyright, trademark and/or other intellectual property rights laws. Except to the minimum extent otherwise expressly permitted under this Agreement, you may not copy or exploit materials used in conjunction with the Site without the express written approval of Amanda Hayes Morgan, LLC. You may not

remove, alter, obscure or obliterate any proprietary notices, such as copyright and trademark notices, contained in this Site.

TRANSACTIONS

Certain e-products may be offered for sale on our Web Sites. In the event you wish to purchase or to subscribe for any of these products or Services, you will be asked by our Websites or an authorized third party to supply certain information, including without limitation, your full name, address, telephone number and credit card information. You agree to provide our Web Sites or such third party with the foregoing information as well as any other mandatory information that is accurate, complete and current, and to comply with the terms and conditions of any agreement that you may enter into governing your purchase of the e-product. You shall be responsible for all charges incurred through your account as well as for paying any applicable taxes.

Some services offered by Web Sites are subscription-based services. When you open a subscription-based account, you hereby agree to pay all charges to your account, including any applicable taxes, in accordance with billing terms in effect at the time the fee or charge becomes payable. We reserve the right to change the amount of, or basis for determining, any fees or charges for Services we provide, and to institute new fees, charges or terms effective upon notice to subscribers. We reserve the right to terminate any account at any time for any reason. We agree that we will notify you when, and if, we decide to terminate your account.

Your subscription will be automatically renewed and your credit card will be automatically charged on a quarterly, monthly or weekly basis, depending upon the billing terms for your account, for as long as you remain a member. You agree that we will not be obligated to send you any renewal or advance billing notices or confirmations that your credit card has been charged. Our merchant account will attempt to charge your card a maximum of 3 times. After the 3rd attempt, we will email you for a new credit card number. If you do not provide a new number, we reserve the right to disable your access and account. You are required to pay any amounts still owed to us at the time your account is suspended or terminated.

In the event you elect to terminate your subscription you can email team@amandahayesmorgan.com. Terminations are not retroactive. If you terminate your membership after your membership period has begun, you may be entitled to a refund for the unexpired portion of that membership period, less any applicable minimum charges. You may still be obligated to pay for other charges incurred. If you have an outstanding balance due on any subscription account, you hereby agree that we may charge these unpaid fees to your credit card.

ACCEPTABLE USE

Any conduct by you on our Web Sites that we believe, in our sole discretion, restricts or inhibits any other user from using or enjoying our Websites will not be permitted. You agree to use our Web Sites only for lawful purposes.

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of our Websites, use of our Web Sites, or access to our Web Sites. You agree not to access our Web Sites by any means other than through the interface provided by us for use in accessing our Web Sites. You understand that the robots.txt file is the only means by which robots are authorized to access our Websites. You agree not to violate any of the robot access policies. You agree to not reproduce and/or use the information on our Web Sites without permission.

EMAIL/NEWSLETTER

To keep you informed about our latest news, blogs, recipes, developments, or new additions to Amanda Hayes Morgan's website we may notify you via email. You may unsubscribe from our mailing list by following the unsubscribe instructions of any email you receive from us. You will only receive emails from us if you elected to do so. We do not share, sell or trade email address.

TESTIMONIALS

Notice about testimonials or emails from readers: testimonials and emails from readers are all true, reflect the opinions and experiences of real users of Amanda Hayes Morgan's services and products, and are submitted to Amanda Hayes Morgan, LLC voluntarily by clients.

If you would like to submit a testimonial or email to Amanda Hayes Morgan, LLC you agree that it becomes the exclusive property of Amanda Hayes Morgan, LLC which for example includes the rights to reproduce, edit (for length but not general content), and/or publish the testimonial, which may include your name or initials and city/state/country of residence.

JURISDICTION AND VENUE

You waive all rights to trial by jury in any action or proceeding instituted in connection with these TERMS and/or the Web Sites. Any controversy or claim arising out of or relating to these TERMS and/or the Web Sites shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of Connecticut, in the City of New Canaan, County of Fairfield, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Any matters or proceedings that are not subject to arbitration as set forth in this Section 18 of these TERMS and/or for entering any judgment on an arbitration award, shall take place in the State of Connecticut, in the City of New Canaan, County of Fairfield. You waive the defense of forum non conveniens.

MISCELLANEOUS

You are solely responsible for compliance with applicable laws, rules, and regulations in connection with your use of the Web Sites and the Content, including,

without limitation, those governing your transmission or use of any software or data. These TERMS and any applicable end user license or similar agreements contain the sole and entire agreement between the parties with respect to the Web Sites, the Content and Your Upload Information and supersedes any and all other prior written or oral agreements between them. The section titles in these TERMS are for your convenience only and do not have any legal or contractual effect. You agree that these TERMS will not be construed against Company by virtue of having drafted these TERMS. If any provision of these TERMS shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, such holding or action shall be strictly construed and shall not affect the validity or effect of any other provision of these TERMS. No waiver on the part of Company of any of these TERMS will be of any force or effect unless made in writing and signed by a duly authorized officer of Company.

TERMINATION

You understand and agree that Company will determine your compliance with these TERMS in its sole discretion. Company reserves the right to deny access to all or part of the Web Sites and to deny access to any person in its sole discretion without notice or liability of any kind. Any violation of these TERMS may be referred to law enforcement authorities. Upon termination of your user account or access to the Web Site, or upon demand by Company, you must destroy all materials obtained from the Web Sites and all related documentation.

These terms of service were last updated on January 1st, 2016, and are effective immediately.