

## **Terms of Use**

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By using our Programs, you agree to be bound by the following Terms, including those additional terms and conditions and policies contained herein. In addition, when using our Website, you agree to abide by any posted guidelines for all of products or services, which may change from time to time, and to comply with all applicable laws, regulations and rules. If you object to any of these Terms, any guidelines, or any subsequent modifications, or if you become dissatisfied with the Website or our products or services, you should immediately discontinue use of the Website. These Terms remain in force and effect as long as you are a user of the Website and/or a registered user. In the event of termination of any membership, service or feature, you will still be bound by your obligations under these Terms, including any indemnifications, warranties and limitations of liability.

By submitting or otherwise providing any user content, you grant Company, without any compensation to you, a nonexclusive, royalty-free, perpetual, irrevocable, right to use, produce, reproduce, modify, adapt, publish, perform, translate, create derivative works from, distribute, communicate to the public by telecommunications, and display such user content throughout the world in any media for all purposes, including in advertising and promotions. You further grant us the right to use the name you submit in connection with such user content. You represent and warrant that you have all rights necessary for you to grant the licenses granted in this section.

You should periodically review these Terms. Company reserves the right, at any time, to change the Terms by publishing revised terms on the Website. Any use of the Website and/or our products or services by you after our publication of any such changes shall constitute your acceptance of these Terms, as modified, with regard to any additional use of the Website or additional purchase of products or services. You agree that Company is permitted to access and use any other information provided by you to provide products or services and, if necessary, to access such information to obtain contact information in order to provide notifications relating to the products or services we provided to you.

**IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THIS WEBSITE. BY USING THE WEBSITE AND AGREEING TO BE BOUND BY THESE TERMS, YOU CONFIRM THAT YOU ARE AT LEAST 18 YEARS OLD AND THAT YOU ARE LEGALLY COMPETENT TO ENTER INTO A CONTRACT.**

## **Access to the Website and Restrictions on Your Use of Website and Programs**

You represent that: (a) you are of legal age in your state or province of residence, or if not, you have obtained parental or guardian consent to allow you to use this website; (b) you are providing us with valid payment information which you are authorized to use; and (c) authorize us to make any and all such charges to the valid payment information for the price of the Products you order, together with any taxes, fees, or shipping charges.

Company grants you a limited, revocable, nonexclusive, non-transferable license to access our Website and use our products and services for your own personal use only. You agree to access and use this website only for personal and non-commercial purposes and only in accordance with applicable law. You may not download or modify any portion of the Website except as expressly permitted by the Company in writing. No content, workouts, handouts, resources, videos, interviews, or posts (“Materials”) from the Website may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way without our express, written permission. Violation of these Terms results in the automatic termination, without notice, of your license to access the Website and also may constitute the infringement of Company's copyright, trademark and/or other intellectual property rights.

Except as expressly provided herein, you are not granted any right or license, by implication, estoppel, or otherwise, in or to any patent, trademark, copyright, or proprietary rights or property of Company or any third party, in connection with your permitted use of the Website and any Materials provided by Company or any third party on the Website. The Website, including custom graphics, images, and logos of the Website (including its design, layout, color combinations, button shapes and other graphical elements) are protected by copyright, state and federal laws and may not be copied or recreated, in whole or in part.

You agree that you will not do any of the following:

1. Use the Website for any unlawful purposes or solicit others to perform or participate in any unlawful acts.
2. To harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability, any other users of the Website, the Company, its employees, agents and affiliates, or any third party content providers to the Website and the Company.
3. Post any obscene or immoral content or message on the Website.
4. Disable, interfere, or circumvent the security of the Website or features that prevent, limit or restrict use or copying of the Website or any Materials.
5. Copy, reproduce, republish, upload, post, transmit, or distribute, in any way, any Materials or content, in whole or in part, without our express written permission.
6. Transmit any software or other materials containing viruses, worms, Trojan horses, defects, date bombs, time bombs or other destructive or harmful items.
7. Modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Website or attempt to derive any source code or underlying ideas or algorithms on the Website.

8. Use any data mining, robots, spiders, or similar data-gathering and extraction programs or methods within the Website or in any way reproduce or circumvent the navigational structure or presentation of the Website or its contents.
9. "Frame" or "mirror" the Website or any part.
10. Spam, phish, flood, pharm, pretext, spider, crawl, or scrape.
11. Resell or make commercial use of the Website or Materials; or make any derivative use of the Website or Materials.

Any violation of the Terms, as contained herein, may result in the termination of your access to the Website, in the Company's sole discretion. If your access to the Website is terminated for a violation of the Terms, you acknowledge and agree that you shall not be entitled to any refund of payment made for access to the Website, Programs, or products and services.

## **Privacy Policy**

We use your data to provide and improve the Service. By using the Website, you agree to the collection and use of information in accordance with this policy.

We collect several different types of information for various purposes to provide and improve our Service to you.

Types of Data Collected:

### **Personal Data**

While using our Service, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you ("Personal Data"). Personally identifiable information may include, but is not limited to:

- Email address
- First name and last name
- Phone number
- Address, State, Province, ZIP/Postal code, City
- Cookies and Usage Data

We may use your Personal Data to contact you with newsletters, marketing or promotional materials and other information that may be of interest to you. You may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or instructions provided in any email we send or by contacting us.

### **Usage Data**

We may also collect information how the Service is accessed and used ("Usage Data"). This Usage Data may include information such as your computer's Internet Protocol address (e.g. IP address), browser type, browser version, the pages of our Service that you visit, the time and date of your visit, the time spent on those pages, unique device identifiers and other diagnostic data.

### **Tracking Cookies Data**

We use cookies and similar tracking technologies to track the activity on our Service and hold certain information. Cookies are files with small amount of data which may include an

anonymous unique identifier. Cookies are sent to your browser from a website and stored on your device. Tracking technologies also used are beacons, tags, and scripts to collect and track information and to improve and analyze our Service. You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our Service.

Examples of Cookies we use:

- Session Cookies. We use Session Cookies to operate our Service.
- Preference Cookies. We use Preference Cookies to remember your preferences and various settings.
- Security Cookies. We use Security Cookies for security purposes.

### Use of Data

Company uses the collected data for various purposes:

- To provide and maintain our Service
- To notify you about changes to our Service
- To allow you to participate in interactive features of our Service when you choose to do so
- To provide customer support
- To gather analysis or valuable information so that we can improve our Service
- To monitor the usage of our Service
- To detect, prevent and address technical issues
- To provide you with news, special offers and general information about other goods, services and events which we offer that are similar to those that you have already purchased or enquired about unless you have opted not to receive such information

### Transfer of Data

Your information, including Personal Data, may be transferred to — and maintained on — computers located outside of your state, province, country or other governmental jurisdiction where the data protection laws may differ than those from your jurisdiction.

If you are located outside United States and choose to provide information to us, please note that we transfer the data, including Personal Data, to United States and process it there.

Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer.

We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy and no transfer of your Personal Data will take place to an organization or a country unless there are adequate controls in place including the security of your data and other personal information.

### Disclosure of Data

#### Business Transaction

If the Company is involved in a merger, acquisition or asset sale, your Personal Data may be transferred. We will provide notice before your Personal Data is transferred and becomes subject to a different Privacy Policy.

#### Disclosure for Law Enforcement

Under certain circumstances, we may be required to disclose your Personal Data if required to do so by law or in response to valid requests by public authorities (e.g. a court or a government agency).

### Legal Requirements

The Company may disclose your Personal Data in the good faith belief that such action is necessary to:

- To comply with a legal obligation
- To protect and defend the rights or property of the Company
- To prevent or investigate possible wrongdoing in connection with the Service
- To protect the personal safety of users of the Service or the public
- To protect against legal liability

### Security of Data

The security of your data is important to us, but remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect your Personal Data, we cannot guarantee its absolute security. You are solely responsible for the security and confidentiality of your password and account, and any and all activities that occur and orders placed under your account. You must notify us immediately of any unauthorized use of your account or any other breach of security. Even if you notify us, you will be responsible for any activities that occur using your access credentials, including any charges resulting from the use of your account.

### "Do Not Track" Signals

We do not support Do Not Track ("DNT"). Do Not Track is a preference you can set in your web browser to inform websites that you do not want to be tracked. You can enable or disable Do Not Track by visiting the Preferences or Settings page of your web browser.

### Service Providers

We may employ third party companies and individuals to facilitate our Service ("Service Providers"), to provide the Service on our behalf, to perform Service-related services or to assist us in analyzing how our Service is used. These third parties have access to your Personal Data only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.

### Analytics

We may use third-party Service Providers to monitor and analyze the use of our Service.

### Google Analytics

Google Analytics is a web analytics service offered by Google that tracks and reports website traffic. Google uses the data collected to track and monitor the use of our Service. This data is shared with other Google services. Google may use the collected data to contextualize and personalize the ads of its own advertising network. You can opt-out of having made your activity on the Service available to Google Analytics by installing the Google Analytics opt-out browser add-on. The add-on prevents the Google Analytics JavaScript (ga.js, analytics.js, and dc.js) from sharing information with Google Analytics about visits activity.

For more information on the privacy practices of Google, please visit the Google Privacy Terms web page: <https://policies.google.com/privacy?hl=en>

### Payments

We may provide paid products and/or services within the Service. In that case, we use third-party services for payment processing (e.g. payment processors).

We will not store or collect your payment card details. That information is provided directly to our third-party payment processors whose use of your personal information is governed by their Privacy Policy. These payment processors adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like Visa, Mastercard, American Express and Discover. PCI-DSS requirements help ensure the secure handling of payment information.

### Links to Other Sites

Our Service may contain links to other sites that are not operated by us. If you click on a third party link, you will be directed to that third party's site. We strongly advise you to review the Privacy Policy of every site you visit. We have no control over and assume no responsibility for the content, privacy policies or practices of any third party sites or services.

### Children's Privacy

Our Service does not address anyone under the age of 18 ("Children").

We do not knowingly collect personally identifiable information from anyone under the age of 18. If you are a parent or guardian and you are aware that your child has provided us with Personal Data, please contact us. If we become aware that we have collected Personal Data from children without verification of parental consent, we take steps to remove that information from our servers.

### Changes to This Privacy Policy

We may update our Privacy Policy from time to time. We will notify you of any changes by posting the new Privacy Policy on this page.

We will let you know via email and/or a prominent notice on our Service, prior to the change becoming effective and update the "effective date" at the top of this Privacy Policy.

You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.

### Contact Us

If you have any questions about this Privacy Policy, please contact us by email: [info@drgabriellelyon.com](mailto:info@drgabriellelyon.com).

### **Purchasing Items Featured on our Website**

Company takes reasonable precautions to try to ensure that any prices quoted on the Website are correct, and to describe the items available on the Website as accurately as possible and to depict

the most up to date packaging. However, when ordering on the Website, please note that the Company does not warrant that product descriptions are accurate, complete, reliable, current, or error-free..

### **Pricing Errors and Omissions**

Please be aware that prices, availability and other purchase terms are subject to change without prior notice. We make every effort to insure the accuracy of the information on the Website and if errors are discovered, we correct them. Be advised that the Company reserves the right to revoke any stated offer to correct any errors, inaccuracies, or omissions, including after an order has been submitted, after it has been confirmed, or after your credit card has been charged.

### **Disclaimer and Limitation of Liability**

THE INFORMATION PRESENTED ON THE WEBSITE IS FOR GENERAL INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO BE MEDICAL OR HEALTHCARE ADVICE, OR TO BE USED FOR MEDICAL DIAGNOSIS OR TREATMENT. FURTHER, THE INFORMATION AND CONTENT PROVIDED IS NOT INTENDED TO BE A SUBSTITUTE FOR PROFESSIONAL ADVICE OR SERVICES FROM A QUALIFIED HEALTHCARE PROVIDER FAMILIAR WITH YOUR MEDICAL HISTORY AND UNIQUE FACTS. ANY CONTENT PROVIDED HEREIN DOES NOT CONSTITUTE THE PRACTICE OF MEDICINE, NURSING, OR OTHER PROFESSIONAL HEALTH CARE SERVICES. THE CONTENT CONTAINED HEREIN DOES NOT CONSTITUTE THE GIVING OF MEDICAL ADVICE, EVEN IF THE CONTENT PROVIDED IS BY A HEALTHCARE PROFESSIONAL, MEDICAL DOCTOR, OR NURSE. NO POST, CONTENT, OR INTERACTION IN THE FOREVER STRONG COMMUNITY SHALL GIVE RISE TO A DOCTOR/PATIENT RELATIONSHIP. USERS SHOULD NOT DISREGARD OR DELAY IN OBTAINING MEDICAL ADVICE FOR ANY MEDICAL CONDITION THEY MAY HAVE AND SHOULD SEEK THE ASSISTANCE OF THEIR HEALTHCARE PROFESSIONAL FOR ANY SUCH CONDITIONS. BEFORE BEGINNING ANY WORKOUTS, TRAINING PLANS, OR ANYTHING ELSE CONTAINED IN THE WEBSITE, YOU SHOULD CONSULT YOUR PHYSICIAN. BY YOUR PARTICIPATION AND USE OF THE WEBSITE YOU AGREE TO COMMUNICATE WITH YOUR PHYSICIAN; ADDITIONALLY YOU AGREE TO INDEMNIFY THE COMPANY AND ITS OWNERS, PRINCIPALS, EMPLOYEES AND REPRESENTATIVES, FOR ALL INJURIES STEMMING FROM THE FAILURE TO REVIEW ANY WORKOUTS, TRAINING PLANS, OR ANYTHING ELSE CONTAINED IN THE WEBSITE, WITH YOUR PHYSICIAN OR FROM PARTICIPATING IN ANY WORKOUTS, TRAINING PLANS, OR ANYTHING ELSE CONTAINED IN THE WEBSITE AGAINST YOUR PHYSICIAN'S RECOMMENDATION.

YOU AGREE THAT THE COMPANY'S LEGAL LIABILITY, INCLUDING THE LIABILITY OF ITS OWNERS, PRINCIPALS, EMPLOYEES AND REPRESENTATIVES, FOR ANY CLAIM MADE BY YOU ARISING OUT OF YOUR USE OF THE WEBSITE, WORKOUTS, OR CONTENT OFFERED THEREON SHALL BE LIMITED TO THE

AMOUNT YOU HAVE PAID TO THE COMPANY. TO THE FULLEST EXTENT OF THE LAW, UNDER NO CIRCUMSTANCES WILL SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES BE AWARDED. YOU UNDERSTAND THAT FOLLOWING THE ANY FITNESS OR WORKOUT PLAN MAY RESULT IN INJURY OR DEATH; THAT YOU HAVE CONSULTED WITH YOUR PHYSICIAN, AND YOU AGREE TO ASSUME THE RISK OF INJURY OR DEATH.

THE COMPANY USES REASONABLE EFFORTS TO INCLUDE ACCURATE AND UP TO DATE INFORMATION IN THE WEBSITE, THE COMPANY DOES NOT MAKE ANY WARRANTY THAT THE WEBSITE WILL MEET YOUR REQUIREMENTS OR THAT THE WEBSITE WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR TIMELY, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED. THE COMPANY MAKES NO WARRANTIES AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE, WORKOUTS, OR CONTENT.