

Please read these Terms & Conditions carefully and in their entirety before using www.lisagarrettnutrition.com (hereinafter referred to as the “Site”). The Site and its content are owned by Eat 2 Succeed, LLC.

The following Terms & Conditions Agreement (together with an applicable Client Agreement issued hereunder, collectively, the “Agreement”) are between you and Eat 2 Succeed, LLC (“Eat 2 Succeed”) and are here to clearly explain, outline, and layout the rules, terms, and conditions of using, viewing, and/or browsing the Site and/or purchasing or downloading any course, program, service, or product offered on or by us or the Site.

This is a legal agreement between you and Eat 2 Succeed and incorporates our [Privacy Policy](#) and [Disclaimer](#). By using any part of the Site or Services, continuing to use any part of the Site or Services, submitting any information through the Site, or purchasing or downloading any Services (defined herein), and in consideration for Eat 2 Succeed providing the Services to you, YOU ARE STATING THAT YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS SET FORTH HEREIN. The Services are offered to you conditioned on acceptance, without modification, of the terms, conditions, and notices contained herein.

You agree that you have read, understood, and consented to this Agreement. You must be at least 18 years old and be able to consent to this Agreement.

If you are under the age of 18, or you do not agree with this Agreement as stated herein, please STOP now and do not use this Site or its Services.

This Agreement contains an Arbitration Clause and require you to dispute or resolve any claim with us through Arbitration. By agreeing to this Agreement, you agree to the Arbitration Clause in Section 17 and voluntarily waive your right to a jury trial.

If you have any questions, please contact us at info@lisagarrettnutrition.com.

By proceeding on the Site and/or purchasing or downloading the Services, you hereby agree to the following:

1. Definitions:

“Client Agreement” means an agreement that may be signed by you for the provision of additional Services.

“Company”, “We”, “I”, “Our”, or “Us” means Eat 2 Succeed.

“Content” includes, but is not limited to, all materials, resources, programs, guides, blog posts, newsletters, documents, videos, audio recordings, graphics, images, text, worksheets, templates, meal plans, recommendations, and any other information or deliverable, whether provided digitally or in print, created or distributed by Eat 2 Succeed in connection with its Services. This includes both free and paid content, including content contained on the Site, as well as any materials provided during coaching sessions, group programs, and other offerings.

“Eat 2 Succeed” means Eat 2 Succeed, LLC d/b/a Lisa Garrett Nutrition.

“Intellectual Property Rights” means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.

“Services” means any and all offerings provided by Eat 2 Succeed, including, but not limited to, the Content, individual coaching, group coaching, courses, workshops, programs, templates, memberships, consultations, assessments, digital or printed materials, meal plans, webinars, live or recorded sessions, email communications, and any other support, guidance, or resources made available through the Site or by Eat 2 Succeed to you.

“Site” means www.lisagarrettnutrition.com and any and all of its associated pages, tabs, landing pages, forms, or sub-pages.

“You” or “your” means the user, customer or purchaser of the Services, or viewer of the Site.

2. Consent:

By using the Site and/or downloading or purchasing the Services, you implicitly and voluntarily agree to act in accordance with, and abide by, this Agreement, our [Privacy Policy](#).

By using the Site and/or downloading or purchasing the Services, you represent and warrant that you are at least eighteen (18) years old. Any use of, or access to, the Site and its Content by anyone under the age of eighteen (18) is unauthorized and in direct violation of this Agreement and our [Privacy Policy](#).

3. DISCLAIMER:

By using the Site, you understand that Eat 2 Succeed is not a therapist, or licensed medical professional, and therefore you need to discuss and clear any and all changes to your lifestyle, food intake, exercise regimen, or medical treatment with your physician before implementing changes or habits suggested by Eat 2 Succeed. The Content is for informational and educational purposes only, and is based on personal experience.

4. Usage Rules:

You agree to access the Site and Services only for your own personal purposes in accordance with this Agreement and any program rules or other documentation made available to you by Eat 2 Succeed. You shall not (a) make the Content or Services available to, share, or use the Content or Services for the benefit of anyone other than yourself; (b) rent, sublicense, re-sell, assign, transfer, distribute, time share, or similarly exploit the Content or Services; (c) reverse engineer, disassemble, decompile, create derivative works from, copy, modify, adapt the Content or Services, or otherwise attempt to gain unauthorized access to the Content or Services; (d) publicly display or distribute the Content or Services, including, but not limited to, distribution of screenshots, screen captures, or videos of the Content or Services, except for Content that is publicly available on the Site; (e) access the Content or Services or Buildertrend's to build a competitive product or service; (f) alter, hide or remove, or permit any third party to alter, hide or remove, any proprietary trademark or copyright markings incorporated in, marked on, or affixed to the Content or Services; (g) allow Services to be shared or used by more than one individual; or (h) access or use the Site: (1) to send or store infringing, obscene, threatening, or otherwise unlawful material, including material violative of third-party privacy rights; (2) in violation of applicable laws; (3) to send or store material knowingly or intentionally containing software viruses, worms, Trojan horses or other harmful computer code, files, or scripts; or (4) in a manner that interferes with or disrupts the integrity or performance of the Site.

5. Fees:

When you download or purchase the Services from the Site or Eat 2 Succeed, you may pay by cash, Pay Pal, credit card, or check. You agree to pay all fees when due. You are responsible for providing complete and accurate billing information to Eat 2 Succeed. If such fees are paid via credit card or other electronic means, you authorize Eat 2 Succeed to charge such fees using any of your available payment methods on file. You agree that Eat 2 Succeed may resubmit a rejected charge in its sole discretion, as permitted by applicable law and payment network rules. All payment obligations are non-cancelable, regardless if you elect an installment or "pay over time" option, and all fees paid are non-refundable. Eat 2 Succeed reserves the right to cease providing the Services, in addition to all of its other available rights and remedies, in the event that your account becomes overdue or you initiate a chargeback on fees paid.

If you elect the installment or "pay over time" option at checkout, you agree that Eat 2 Succeed has permission to automatically charge, without checking with you before each installment transaction is charged, the amount due on the date(s) agreed upon at checkout.

6. Refunds:

All payment obligations are non-cancelable and all fees paid are non-refundable.

7. Intellectual Property Ownership:

Eat 2 Succeed owns and will continue to own all right, title, and interest in and to its Intellectual Property Rights and in and to its Site, Content, and any related documentation, including improvements, enhancements, customizations, or modifications thereto. Except for the rights expressly granted in this Agreement, all rights, title, and interest in and to the Site, Content, and any related Intellectual Property Rights are hereby reserved by Eat 2 Succeed. You may not use the logos, trademarks, service marks or similar Intellectual Property Rights of Eat 2 Succeed for marketing or other purposes without Buildertrend's prior written consent.

Eat 2 Succeed welcomes feedback from you. If you provide Eat 2 Succeed with any ideas, suggestions, documents, proposals, or feedback regarding the Services ("Feedback"), you agree: (i) Eat 2 Succeed is granted an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, disclose, prepare derivative works, publish, reproduce, sublicense, or otherwise distribute and exploit the Feedback without restriction or any obligation to you, and (ii) the Feedback does not contain any confidential information of third parties, and (iii) Eat 2 Succeed is under no obligation of confidentiality, express or implied, with respect to the Feedback.

8. Limited License to You:

Eat 2 Succeed hereby grants you a non-exclusive, non-sublicensable, non-transferable, revocable right to access and use the Services, pursuant to this Agreement.

You may not use the Site, Content, or Services in any manner that is unauthorized, improper, against this Agreement or [Privacy Policy](#), or which violate U.S. intellectual property laws, unless authorized by us in writing beforehand.

9. License to Eat 2 Succeed:

By commenting on the Site, or submitting documents to Eat 2 Succeed via contact form, email, or social media, you represent that you are the lawful owner of said documents, statements, and/or the information they contain. You grant Eat 2 Succeed a perpetual, irrevocable license to use your comments or submissions in Eat 2 Succeed's sole discretion, as it relates to Eat 2 Succeed's business purposes.

10. Links to Third-Party or External Websites:

The Site may contain or include website URL links to third-party or external websites. Typically, these URL links are provided so that you may directly access a site that contains relevant information. Please note we are not liable for any of the information contained on or within the third-party or external websites. We are not responsible for the way they handle your personal information, whether they have a privacy policy, or any information you provide to them by visiting their website. You are responsible for reading and agreeing to, or expressing disagreement with, the external website's privacy policy or terms & conditions.

11. MANDATORY ARBITRATION AND PROHIBITION ON CLASS ACTIONS:

PLEASE READ THIS SECTION CAREFULLY, IT EXPLAINS THE TERMS UPON WHICH YOU ARE WAIVING YOUR RIGHT TO BRING CLAIMS ARISING UNDER THIS AGREEMENT IN A COURT OF LAW OR TO HAVE A JURY RESOLVE ANY DISPUTES HEREUNDER. Except if other applicable laws require otherwise, the parties hereto agree and understand that any dispute or claim related to your use of the Site or Services, any disputes regarding any alleged breach of this Agreement, to the extent such dispute cannot otherwise be resolved, as well as any other action to enforce the terms of this Agreement or for the breach of this Agreement, shall be referred to final and binding arbitration, and not in court.

The Federal Arbitration Act and federal arbitration law apply to this Agreement.

Any arbitration proceeding will take place in the State of Nebraska, subject to the laws of the State of Nebraska and will otherwise be governed by the then-current commercial arbitration rules of the American Arbitration Association, and the parties hereto expressly waive their rights, if any, to have any such matters heard by a court or jury, or administrative agency whether federal or state. The parties in any arbitration to enforce this Agreement or remedy its breach will equally share the costs associated with such arbitration proceedings; provided, that, each party shall pay its own attorney's fees. Within fourteen (14) days after the commencement of arbitration, each party shall select one person to act as arbitrator and the two selected shall select a third arbitrator within ten (10) days of their appointment. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association.

All parties agree that any dispute resolution proceedings (including any arbitrations and any court proceedings) will be conducted only on an individual basis and not as a plaintiff or class member in any purported class, consolidated, or representative proceeding. Class actions and class arbitrations are prohibited. If for any reason a claim proceeds in court rather than in arbitration we each waive any right to a jury trial.

12. Limitation of Liability:

EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 11 ("INDEMNIFICATION"), IN NO EVENT SHALL EITHER PARTY'S OR ITS AFFILIATES' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE GREATER OF (A) THE AGGREGATE FEES PAYABLE BY YOU FOR THE SERVICE DURING THE PREVIOUS TWELVE (12) MONTHS, OR (B) ONE HUNDRED AND 00/100 DOLLARS (\$100.00). YOUR SOLE AND EXCLUSIVE RIGHT AND REMEDY IN CASE OF DISSATISFACTION WITH THE SOLUTION OR ANY OTHER GRIEVANCE SHALL BE TERMINATION (WITHOUT REFUND) AND DISCONTINUATION OF ACCESS TO, OR USE OF THE SERVICES.

IN NO EVENT SHALL EAT 2 SUCCEED OR ITS AFFILIATES HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY (A) LOST PROFITS, REVENUES, OR LOSS OF USE, OR LOSS OF DATA, OR INFORMATION (B) INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, (C) BODILY INJURY OR EMOTIONAL DISTRESS, OR (D) REPUTATIONAL HARM, HOWEVER CAUSED, WHETHER BASED ON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, INDEMNITY OR CONTRIBUTION, OR UNDER ANY OTHER THEORY OF LIABILITY AND WHETHER OR NOT BUILDERTREND HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

13. Warranties:

You warrant that this Agreement is legally binding upon you and enforceable in accordance with its terms.

Disclaimer: EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS SECTION, TO THE FULLEST EXTENT PERMITTED BY LAW, THE SITE, CONTENT, SERVICES, AND ALL RELATED COMPONENTS AND INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND EAT 2 SUCCEED AND ITS AFFILIATES EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE AND NON-INFRINGEMENT. NOR ARE THERE ANY WARRANTIES CREATED BY COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE AND EAT 2 SUCCEED DOES NOT WARRANT THAT THE SITE, CONTENT, OR SERVICES WILL MEET YOUR NEEDS. YOU ACKNOWLEDGES THAT EAT 2 SUCCEED DOES NOT WARRANT THAT THE SITE, CONTENT, AND SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. EAT 2 SUCCEED IS NOT RESPONSIBLE FOR AND DISCLAIMS ALL LIABILITY RELATED TO DELAYS. SOME STATES DO NOT ALLOW EXCLUSION OF AN IMPLIED WARRANTY, SO THIS DISCLAIMER MAY NOT APPLY IN ALL CIRCUMSTANCES.

14. Release of Eat 2 Succeed:

By using the Site or downloading or purchasing the Services, you agree to release, forgive, and forever discharge Eat 2 Succeed, its subsidiaries, employees, agents, contractors, subcontractors, and affiliates from any and all claims, suits, actions, charges, demands, liabilities, damages, judgments, and/or costs, whether known or unknown, both legal and equitable in any manner.

15. Governing Law; Venue:

This Agreement and any disputes arising under it shall be governed by the laws of the State of Nebraska without regard to its conflict of laws provisions. Subject to Section

19, each party consents to the personal jurisdiction and venue of the state or federal courts located in Omaha, Nebraska.

16. Force Majeure:

Eat 2 Succeed shall not be liable to you for any delay or failure to perform any obligation under this Agreement if the delay or failure is due to events which are beyond the reasonable control of Eat 2 Succeed, including but not limited to natural disaster, civil disturbance, acts of terrorism or war, labor conditions, governmental actions, interruption or failure of the Internet or any utility service, failures in third-party hosting services, and denial of service attacks (each a "Force Majeure Event"). Eat 2 Succeed shall be relieved from its obligations (or part thereof) as long as the Force Majeure Event lasts and hinders the performance of said obligations (or part thereof). Eat 2 Succeed shall promptly notify you and make reasonable efforts to mitigate the effects of the Force Majeure Event.

17. MANDATORY ARBITRATION AND PROHIBITION ON CLASS ACTIONS:

PLEASE READ THIS SECTION CAREFULLY, IT EXPLAINS THE TERMS UPON WHICH YOU ARE WAIVING YOUR RIGHT TO BRING CLAIMS ARISING UNDER THIS AGREEMENT IN A COURT OF LAW OR TO HAVE A JURY RESOLVE ANY DISPUTES HEREUNDER. Except if other applicable laws require otherwise, the parties hereto agree and understand that any dispute or claim related to your use of the Site or Services, any disputes regarding any alleged breach of this Agreement, to the extent such dispute cannot otherwise be resolved, as well as any other action to enforce the terms of this Agreement or for the breach of this Agreement, shall be referred to final and binding arbitration, and not in court.

The Federal Arbitration Act and federal arbitration law apply to this Agreement.

Any arbitration proceeding will take place in the State of Nebraska, subject to the laws of the State of Nebraska and will otherwise be governed by the then-current commercial arbitration rules of the American Arbitration Association, and the parties hereto expressly waive their rights, if any, to have any such matters heard by a court or jury, or administrative agency whether federal or state. The parties in any arbitration to enforce this Agreement or remedy its breach will equally share the costs associated with such arbitration proceedings; provided, that, each party shall pay its own attorney's fees. Within fourteen (14) days after the commencement of arbitration, each party shall select one person to act as arbitrator and the two selected shall select a third arbitrator within ten (10) days of their appointment. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association.

All parties agree that any dispute resolution proceedings (including any arbitrations and any court proceedings) will be conducted only on an individual basis and not as a plaintiff or class member in any purported class, consolidated, or representative proceeding. Class actions and class arbitrations are prohibited. If for any reason a claim proceeds in court rather than in arbitration we each waive any right to a jury trial.

18. Relationship of the Parties: The parties are and shall be independent contractors with respect to all services provided under this Agreement. This Agreement do not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. There are no third-party beneficiaries to Terms & Conditions.

19. Termination of Your Use:

At our sole discretion, we are permitted to terminate your use or access to the Site, Courses, Services, and/or Products, and Purchases/Downloads if you abuse, violate, or breach any of this Agreement, [Privacy Policy](#) and [Disclaimer](#) or any other terms to which you have agreed to.

20. Entire Agreement:

This Agreement, including all attachments, exhibits, addendums, our [Privacy Policy](#), and any Client Agreement(s) hereunder, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes and replaces any prior or contemporaneous representations, understandings and agreements, whether written or oral, with respect to its subject matter. The parties are not relying and have not relied on any representations or warranties whatsoever regarding the subject matter of this Agreement, express or implied, except for the representations and warranties set forth in this Agreement. To the extent of any conflict or inconsistency between the provisions of the Agreement and any Client Agreement, the Agreement shall prevail.

Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order, vendor onboarding process, web portal, or any other Customer order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

21. Severability; No Waiver:

In the event that any provision of this Agreement is found to be invalid or unenforceable pursuant to any judicial decree or decision, such provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and remain enforceable between the parties. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

22. Modifications:

Eat 2 Succeed reserves the right to change, modify, amend, or otherwise alter this Agreement at any time without notice to you. You acknowledge and agree that your access to or use of the Site or Services is governed by the then-current Terms &

Conditions that is effective at the time of your access to or use of the Site or Services. If Eat 2 Succeed makes material changes to the Terms & Conditions, it will notify you by updating the “Updated on” date indicated at the bottom of this page with the date that revisions to this Agreement were last made. You should revisit this Agreement on a regular basis as revised versions will be binding upon you. Any such modification will be effective upon Eat 2 Succeed’s posting of such new terms. You understand and agree that your continued access to or use of the Site or Services after the effective date of modifications to this Agreement indicates your acceptance of the modifications.

23. Your Privacy:

Please read our [Privacy Policy](#) for how we handle your personal information.

24. Contact:

If you have any questions or concerns regarding this Agreement, you may contact us using the following information:

Website: www.lisagarrettnutrition.com

Email: info@lisagarrettnutrition.com

Last Updated: April 21, 2025