

Next Level Functional Nutrition / Susan Allen, RDN, CCN, FMNS

2022-23 TERMS AND CONDITIONS

The following Terms and Conditions are for all training programs, recorded session of any kind, private mentoring, and hot-topic webinars provided by Next Level Functional Nutrition

By acknowledging you have read these terms and conditions, you agree to our copyright and refund policy and any other provisions of these terms and conditions.

Next Level Functional Nutrition is a wholly owned subsidiary of Nutriwellness, Inc, which is located at 20466 Black Tree Lane, Estero, FL 33928. Susan Allen, also known as Susan Allen-Evenson is the founder and CEO of Nutriwellness Inc and Next Level Functional Nutrition training.

1. Qualification Requirements to enter Training:

Hot-topic webinars and IFMNT Culinary training: Registration is open to all

IFMNT Introductory series: Registration is open to those with a nutrition or health related degree, credentialed healthcare professionals, as well as Dietetic interns and students in nutrition degree programs only.

All other Course offerings: Because this training is medical (medical nutrition therapy) in nature and involves an exceptionally high level of science, registration is open to those with a nutrition science degree and credentialed healthcare professionals with nutrition in their scope of practice (MD, DO, NP, ND, CCN, CNS, etc). Dietetic interns and students in a coordinated degree program with Dietetic internship following or included) may initiate certification or other NLFN training but do not qualify for our certification until their internship is completed and they have satisfied all requirements to practice in their state of residence. Any registrant identified as having falsely provided credentials, and therefore found not qualified to be enrolled, will be immediately dis-enrolled with no refunds being given.

2. Payment Policy:

All major credit and debit cards are accepted for payment, as is PayPal. Checks are not excepted, with the exception of group registrations, wherein only one (1) check will be accepted on behalf of the group (paid-in-full registration only – no payment plans) Returned checks or denied credit card charges on payment plans will incur a \$25 fee for reprocessing. Please contact us at IFMNTRD@gmail.com to arrange group registration via check.

3. Refund Policy:

All cancellation requests must be received in writing to ifmntrd@gmail.com. We are not responsible for requests not received for any reason. No refund shall exceed the amount that was paid.

NLFN Membership: Due to the nature of membership benefits exceeding value beyond the cost of membership, there are no refunds for the yearly NLFN Platinum level membership once it is purchased.

If a refund request is made in writing to ifmntrd@gmail.com for either the Gold or Emerald level memberships within 5 days of purchases, a refund will be issued less a 25% administrative fee.

Private Mentoring (individual or package sessions):

All private mentoring individual or package enrollments are non-refundable, and must be used within the allowable timeframe published at the time of registration. Any mentoring time paid for but not used is subject to forfeiture. You may submit for an extension on time in writing to IFMNTRD@gmail.com , and if granted, a fee may be assessed for this extension not to exceed \$50. Extensions will not be granted in excess of 6 months' time. As an alternative, you may "transfer" you time allotment to another healthcare professional, though the timeframe restrictions will still apply.

Hot Topic Webinars:

If there is a registration fee for a hot topic webinar, refund requests must be received in writing no less than 48 hours prior to the event to receive full refund. Refund requests made within 48 hours but not less than 24 hours from even start will receive 50% refund. No refunds are given within 24 hours of the event. Note: Any recording of the event webinar will not be provided to anyone receiving a refund. Send all refund requests to IFMNTRD@gmail.com

All Training Courses:

All registrations for pre-recorded classes (or series of classes), and all hot-topic webinars, whether live or recorded, are non-refundable once access is given.

No refunds/credits will be given outside of the cancellation guidelines due to any registrant's inability to complete a course for any reason. Likewise, unless otherwise granted in writing, no extension of payments owed shall be allowed for anyone with permission to extend course access for any reason. Anyone on a payment plan who does not qualify for a refund as described herein, shall be obligated to continued monthly payments on schedule, as agreed. Payment plans are automated and will be charged monthly on the anniversary of your registration date to the card you originally registered with. It is your responsibility to update your credit card to avoid any disruption of this automated monthly process (i.e expired cards, etc.). You may change your credit card for billing purposes at any time. Credit card updates to credit card payments may be made through you NLFN account portal on our website at any time.

All bonuses not already received will be immediately forfeited for anyone cancelling training in which bonuses were offered.

You expressly understand and agree that your space in our class is valuable as our class size is limited, therefore...

Live IFMNT Introductory Series or any live series Culinary Class Registrations: Cancellations received prior to the live session course start date are refunded in full less a \$50 cancellation fee. Once the live sessions have begun, cancellations received prior to the second class are refunded in full, less a \$75 cancellation fee. For registrations received prior to the live series start, there are no refunds after the commencement of class 2. For registrations received after the live series start (while the series is still being given live), cancellations received up to 3 days after course access is given will receive a full refund

of monies paid, less a \$50 cancellation fee. For these same registrations, no refunds are allowed after 3 days of course access.

There are no refunds for any registration received for a recorded series in general; where all live sessions are completed, and the course is only available as a recorded series.

Functional Nutrition Grand Rounds: Cancellations received prior to course starting are refunded in full less a \$50 cancellation fee. Cancellations received within 7 days of the first class occurring are refunded in full, less a \$75 cancellation fee. No refunds after this time frame.

Full-course IFMNT Certificate of Training (COT) Bundle:

For registrations prior to the start of a new course:

Cancellations received before and up to 7 days after the first class are refunded the full amount paid, less a \$350 cancellation fee. For registrations received no later than the first week of a course start, cancellation requests between 8 and 30 days after the first live webinar of the series are refunded the full amount less a \$500 administrative fee, and those received between day 31 and day 60 from the commencement of a new live series are refunded less a \$650 cancellation fee. No refunds after 60 days. For those enrolled via a payment plan, there will be no refunds of payment plan financing fees.

For registration received after the start of a new course series, but before 60 days of course commencement:

Cancellations received up to 5 days after course access is given are refunded the full amount less a \$350 cancellation fee. Between 6 and 30 days after course access is given, cancellations are refunded less a \$500 cancellation fee. No refunds after 30 days of course access.

For registration received after 60 days of initial course commencement:

Cancellations received up to 3 days after course access is given are refunded the full amount less a \$600 cancellation fee. No refunds are given after 3 days of course access.

Individual Topic Modules/Courses, including Weekend Intensive:

Cancellations received prior to the first class (which may be the only class) receive a full refund less a cancellation fee equaling 10% of your registration payment. There are no refunds once a single class offering has commenced. For multi-week course, cancellation received after the first class but prior to the second day of classes will receive a refund less a cancellation fee equal to 15% of what you paid.

Specific to Weekend Intensives, where multiple class sessions may be held on the same day for one or more days: Cancellation received prior to the course commencement receive a full refund less a 10% cancellation fee. No cancellations will be accepted and no refunds shall be given after the course commences live.

Once accessed, there are no refunds for any registration received for a pre-recorded series.

Advanced IFMNT Training Registrations: Cancellations received up to 7 days after the first class of live series are refunded the full amount less a \$250 administrative fee. Cancellations received up to 20 days after program start are refunded the full amount less a \$350 cancellation. Cancellations after 20 days but within 45 days of program start are refunded the full amount less a \$500 cancellation fee. No refunds after 45 days of course commencement.

Certification Final Examination Process: Refunds are only allowed within 30 days of payment, and only before the online exam process has begun and/or a case study submission has been received in our office.

For **any** cancellations: we are not responsible for problems related to receiving your cancellation notice sent to us electronically/mechanically, or telegraphically. It is your responsibility to secure written confirmation of our receipt of your cancellation. You may opt to send a certified letter to Nutriwellness Inc at 20466 Black Tree Ln, Estero FL 33928. The postmarked date will serve as your cancellation notice date.

For ALL courses, refunds will not be granted for your lack of attendance/participation in our training, including your ability to access any recordings provided of same. It is your responsibility to note course access expiration dates and to review any available recordings as well as access any materials available for download during the course access time (prior to expiration). **Note: recordings offered of any of our trainings are never available for download, and must always be reviewed during published course access time.**

4. Payment Plans:

When choosing a payment plan option, you agree to having your credit card auto-billed each month on the anniversary date of your registration for the number of months as indicated specifically in your registration process. You agree to pay any additional finance fees that are added (included in your published payment amount).

You are obligated to keep your account portal updated with any changes to your contact or payment information. We are not responsible for issues preventing you from receiving our telephone calls, emailed or mailed correspondence. Your lack of providing a viable credit card processing payment option in your portal does not constitute cancellation in our program, and does not relieve you of your responsibility to any payment agreement for the product or service we provide.

We encourage all full-bundle COT or advanced training students on an active payment plans who develop financial burden during the program to contact us immediately. Cases will be considered on an individual basis, but may qualify for a restructure of your payment plan. We are in no way obligated to restructure any payment plans in default.

Any monthly payments not able to be processed or paid in general will incur a late fee of \$25 per late payment. Payments later than 30 days shall constitute grounds for temporary suspension from the course until payments are resumed, with any payments in arrears and late fees also paid. At our discretion, , the registrant may be required to pay the balance owing in full along with any penalty fees in order to get reinstated in a class after having defaulted on payments. Reinstatement is always limited to and conditional on the available remaining class access time.

Checks are not accepted for payment plans, though with permission, may be accepted to catch up for a late payment circumstance. Returned checks will incur a \$25 fee for processing.

Payments are due regardless of your participation in training and may not be deferred for any reason without written agreement by Susan Allen or her agents, who are in no way obligated to extend same.

Delinquent payments over 60 days will be reported to credit bureaus, which may negatively affect your credit.

5. Course Extensions:

Should extreme circumstances arise that prevent you from completing a course during its published access time, you shall be provided an opportunity for extension. This extension shall incur an additional fee which will be announced (in the course portal or forum) no later than 15 days prior to the course access end time. Extension time and fee varies depending on the course but in no case, shall individual registrant extensions exceed 6 months of time. Extension requests must be made prior to course end and be made in writing through email (IFMNRD@ gmail.com). Anyone wishing more time than the available extension time shall be afforded an opportunity to retake a future same training within 2 years' time at a 50% reduced cost of that future course's published fee, provided the original course was paid in full. No retake discount will be extended to anyone who had not completed payment obligations for the previous course. If no same training exists within that 2-year timeframe, unless exceptions are made by us, this option shall not be available, or will only be available as there is a viable option offered.

Course Access: Course access is always limited, as published on our website at the time of your registration. Recording access of training webinars is always limited to course access time. All other course materials including slides, handouts, and CPE are downloadable to your computer, though this must occur during advertised course access time. It is the registrant's responsibility to download all available course materials including CPE certificates.

Requests for materials after program access cutoff are limited to CPE certificates only and such requests shall incur an administrative fee of no less than \$25 each, but not more than \$250 depending on how many CPE certificates are requested. This is at the sole discretion of Susan Allen or her agents. **Such requests shall only be fulfilled within 2 years of course access deadline.**

Note: Extension options described above apply only to training courses, and not individual hot-topic webinars. Hot-topic webinar recordings (as they are offered) are always available for a limited-time, after which they may be added to webinar archives and only available to NLFN Gold and Platinum (not Emerald) level members for the duration of their membership, or until they should become outdated and removed. Note: CPE for webinars is only given for the live version initially offered. There will be no CPE for recorded webinars. It is up to the individual to self-report any hours of education recording reviews to their credentialing provider.

6. Session Recordings and Course Materials Access

All training session recordings made available are accessible for review throughout the program, but only within the course portal access timeframe, as published in any of all the following: course's orientation letter, orientation or course closing webinars, course calendar, or published within the course access portal. While other class materials (handouts, slides, CPE, etc. are available to print and for permanent download to your personal files, session recording access will cease once a course portal is closed. Recordings are for your personal education/use and may not be shared under any circumstances. Although we make every effort to assist in technical issues, we are not responsible for course access problems related to your computer function or internet access. Your recording of our

training sessions is strictly prohibited. Violation will constitute immediate disenrollment in our training, and may possibly constitute a permanent ban from future trainings as well.

7. Copyright

Except that which relates to Culinary (detailed specifically below) and that which already carries copyright by another organization or individual, all Next Level Functional Nutrition website, marketing and course training materials and recordings, are subject to copyright and are the sole proprietary and intellectual property of Susan Allen and Nutriwellness Inc. As a Next Level Functional Nutrition training participant, you have permission to use material shared in this training only for non-commercial use as a healthcare provider in a practice setting for your individual client's needs or for personal health improvement. The information provided in our training programs including certification examination content and recordings (from training sessions or private mentor sessions, may not be used in any form for duplication, publication, posting on any websites or blogs, for broadcasting or taping, nor be used for commercial purposes nor educational purposes except with your individual patients/clients. You may not adapt, revise, broadcast, reverse engineer, duplicate, publish, modify, disseminate, display, perform, transfer or otherwise distribute any content or other material, unless specifically authorized by Susan Allen-Evenson or these terms of use. Several forms you receive may be customizable to your practice; however, you agree to respect copyright and trademarks of any material displaying same and not provide to others for customization, nor customize as your own.

Use of the training materials/information for any purpose other than as contemplated in the terms of use is a violation of Susan Allen's copyright and proprietary rights. Send all information requests to: Susan Allen at 20466 Black Tree Lane, Estero FL, 33928 or to IFMNTRD@gmail.com

For the duration of the Next Level Functional Nutrition training programs and for no less than 24 months following final completion (course access time) of the training session/series you (the registrant) are enrolled in, you shall not engage as a presenter, advisor, consultant, employee or any like roles/positions, personally or with any individuals or companies that provide same or similar training/education to that offered by Next Level Functional Nutrition, Susan Allen or any of her guest instructors. Doing so will constitute grounds for immediate dismissal from our training (for anyone still in an active program) without refund and a ban of participation in any future training. Furthermore, at our discretion, your violation of this may be subject to legal recourse. Culinary training information/materials are being provided by Amanda Archibald (The Genomic Kitchen) and are grounds for separate legal recourse if the terms are violated.

All rights not expressly granted herein are reserved by Susan Allen. You agree to indemnify and hold Susan Allen and her affiliates, officers, agents, directors, contractors and employees harmless from any claims, actions, costs, liabilities, expenses and damages, including reasonable attorneys' fees and expenses, made against her by any third party due to or arising out of your participation in Next Level Functional Nutrition training and your use of the materials of same, and/or your violation of this terms of use. While you are receiving educational information regarding medical nutrition therapy, you are entirely responsible for your use personally and in practice.

The terms of use constitute the entire agreement between you and Susan Allen/Nutriwellness Inc, govern your participations in training and supersede any prior agreements between you and Susan Allen

concerning her training offerings. You also may be subject to additional terms and conditions that may apply when you participate in affiliated training with any program speakers including but not limited to Amanda Archibald, RDN.

The terms of use and the relationship between you and Susan Allen will be governed by the laws of the state of Florida without regard to its conflict of law provisions. You and Susan Allen agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Sarasota, state of Florida. The failure of Susan Allen to exercise or enforce any right or provision of the terms of use shall not constitute a waiver of such right or provision. If any provision of the terms of use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the terms of use remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to participation in IFMNT training or the terms of use must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Please report any violations of these terms of use by contacting Susan Allen directly by written correspondence to IFMNTRD@gmail.com.

Terms and conditions additional and specific for the "IFMNT Culinary" as either a portion of our courses or as a separate offering. Whether you are participating in IFMNT Culinary as a component of IFMNT Training or as a stand-alone course, there are no refunds. Culinary intellectual property statement and terms: We honor you as a professional and are pleased to provide you with educational tools that will make a meaningful difference in the lives of the people you serve. We have worked hard to design these visionary tools and request that you honor our trademark and copyright terms and conditions as defined below. Trademarks: "Field to Plate" and "The Genomic Kitchen" are registered trademarks of Field to Plate, LLC and Amanda Archibald. Other marks, graphics, typefaces, trade names and logos appearing in these materials may also be trademarks, service marks or trade dress of Field to Plate, LLC. All other trademarks appearing in these materials are the property of their respective owners. Nothing contained in these materials should be construed as granting, by implication or otherwise, any license or right to use any of Field to Plate, LLC's or The Genomic Kitchen's trademarks, service marks or trade dress, and our trademarks, service marks and trade dress may not be used in any manner for any purpose without our express written consent in each instance. Copyright: the materials presented are intended for your personal and educational use only. These materials contain copyrighted material, including text, photos, graphics, illustrations, images and logos (collectively, the "FTP or TGK content"). These materials are protected pursuant to U.S. Copyright laws, international conventions and other copyright laws. Field to Plate, LLC, owns copyright of the original content in these materials. You may not modify, distribute, pin, display, reproduce or create derivative works from or in any way exploit any of these materials without our express permission. Subject to your compliance with these terms of use, you may make copies of these printed materials for only those individual clients that you teach or counsel for educational purposes. Materials must remain in their original form with the Field to Plate or Genomic Kitchen logo and copyright symbol. Use of these materials for any other purpose is not permitted. Access terms: recording, sharing recordings, providing access to recordings, copying or storing of any content for other than personal or educational use with your personal clientele/patients is

not permitted. Information requests should be directed to Amanda Archibald at amanda@genomickitchen.com