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We may make changes to the features, functionality or content of our website at any time. We reserve the right in our sole discretion to edit or delete any data appearing on our website.

Your Duty To Other Users

Your use of our website is for your own personal, non-commercial benefit. In no way are you to leverage our website in a way that mines for the personal information of other, whether in blog comments or otherwise, for your own use or for the benefit of others. This includes, but is not limited to, spam (unsolicited commercial email).

If you inadvertently obtain personal information about other users, you shall not share this with anyone else.

Restricted access

Access to certain areas of our website is restricted. We reserve the right to restrict access to other areas of our website, or indeed our whole website, at our discretion.

If we provide you with a user ID (username) and password to enable you to access restricted areas of our website or other content or services, you must ensure that that user ID and password is kept confidential. You may not share your user ID and/or password with anyone for any reason, either directly or indirectly. You accept responsibility for all activities that occur under your user ID or password.

We may disable your user ID and password at our sole discretion or if you breach any of the policies or terms governing your use of our website or any other contractual obligation you owe to us.

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Viruses, etc.

You also understand that our website cannot and does not guarantee or warrant that files available for downloading through our website will be free of infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to our website for the reconstruction of any lost data.

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User Submissions

As a user of our website, you are responsible for your own communications and are responsible for the consequences of their posting. You must not do the following things: post material that is copyrighted, unless you are the copyright owner or have the permission of the copyright owner to post it; post material that reveals trade secrets, unless you own them or have the permission of the owner; post material that infringes on any other intellectual property rights of others or on the privacy or publicity rights of others; post material that is obscene, profane, defamatory, threatening, harassing, abusive, hateful, or embarrassing to another user of our website or any other person or entity; post a sexually-explicit image; post advertisements or solicitations of business; post chain letters or pyramid schemes; or impersonate another person.

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Social Media Warning (Divulgence of Personal & Private Information)

Social media has provided a platform for internet users to disclose much personal information about themselves, in a way that seems innocuous, if not proper and expected. However, more than a few folks have already lived to regret personal information that was shared either by them or others. This has long been true of simple email. It is exponentially true of social websites and applications for social media on any other website, including this one. You are cautioned against carelessly disclosing information.

3. Indemnification.

You agree to indemnify, defend and hold harmless our website, its members, officers, directors, employees, agents, licensors, suppliers and any third party information providers to our website from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any use of our website or violation of this Agreement (including negligent or wrongful conduct) by you or any other person accessing our website.

4. Third Party Rights.

The provisions of paragraphs 2 (Use of the Service), and 3 (Indemnification) are for the benefit of our website and its owners, officers, directors, employees, agents, licensors, suppliers, and any third party information providers to the Service. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its/their own behalf.

5. Term; Termination.

We reserve the right to investigate complaints or reported violations of these Terms of Service and Conditions of Use and to take any action we deem appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any data necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, IP addresses and traffic data.

This Agreement, in whole or in part, may be terminated without notice at any time for any reason. The provisions of paragraphs 1 (Copyright, Licenses and Idea Submissions), 2 (Use of the Service), 3 (Indemnification), 4 (Third Party Rights), 6 (Hiring an Attorney / No Attorney-Client Relationship), and 7 (Miscellaneous) shall survive any termination of this Agreement, in whole or in part.

6. Hiring an Investment Advisor, Attorney, or Medical or Other

Professional / No Attorney-Client Relationship or Fiduciary Capacity. Choosing a lawyer, doctor, or investment advisor is a serious matter and should NOT be based solely on data contained on our website or in advertisements.

The law is constantly changing and the data may not be complete or accurate depending on your particular legal issue. Each legal issue depends on its individual facts and different jurisdictions have different laws and regulations. This is why you should seriously consider hiring licensed, professional counsel in your jurisdiction.

Medical issues are complex, and can often stem from both organic and psychological factors. Never should a website be used as a source of diagnosing or treating medical problems.

Financial matters are highly individualistic. Risk tolerance is just one factor to consider before making any investments or financial decisions. For these, and other, reasons, you should look to the guidance of a trained professional, not a website.

You may send us email, but in no instance will this communication in any way be construed as initiating an attorney-client relationship, or other professional relationship,

and so the contact should not include confidential or sensitive data because your communication will not be treated as privileged or confidential.

7.Miscellaneous.

Governing Law

This Agreement shall be treated as though executed, set in force, and performed in the State of our address on record (Home State).

Accordingly, it shall be governed and construed in accordance with the laws of the Home State in terms of those applicable to agreements, without regard to conflict of law principles.

Disputes

Any cause of action by you with respect to our website must be instituted within one (1) year after the cause of action arose or be forever waived and barred. All actions shall be subject to the limitations set forth in these Terms of Service and Conditions of Use.

Any legal claim arising out of or relating to these Terms of Service and Conditions of Use or our website, excluding intellectual property right infringement and other claims by us, shall be settled confidentially through mandatory binding arbitration per the American Arbitration Association commercial arbitration rules. The arbitration shall be conducted in the Home State. Each party shall bear one half of the arbitration fees and costs incurred, and each party shall bear its own lawyer fees. All claims shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party.

Modification

Neither the course of conduct between the parties nor industry trade practice shall act to modify any provision of this Agreement.

Assignability

Our website may assign its rights and duties under this Agreement to any party at any time without notice to you.

Contra Preferentum

The language in these Terms of Service and Conditions of Use shall be interpreted as to its fair meaning and not strictly for or against any party. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party (i.e. contra preferentum) shall not apply in interpreting these Terms of Service and Conditions of Use, as the Agreement shall be construed as having been co-authored by the parties.

Severability

Should any part of these Terms of Service and Conditions of Use be held invalid or unenforceable, that portion shall be construed as much as possible consistent with applicable law and severability shall apply to the remaining portions, so that they remain in full force and effect.

This Agreement Prevails

To the extent that anything in or associated with our website is in conflict or inconsistent with these Terms of Service and Conditions of Use, these Terms of Service and Conditions of Use shall take precedence.

Waiver

Our failure to enforce any provision of these Terms of Service and Conditions of Use shall not be deemed a waiver of the provision nor of the right to enforce the provision.

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Weight Loss Disclaimer

This website does not provide medical advice.

Causes for being overweight or obese vary from person to person. Whether genetic or environmental, it should be noted that food intake, rates of metabolism and levels of exercise and physical exertion vary from person to person. This means weight loss results will also vary from person to person. No individual result should be seen as typical

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