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- Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization (or succeeding in such an attempt);
- Attempting to interfere or interfering with the operation of our Site, our provision of services to any other visitors to our Site, our hosting provider or our network, including, without limitation, via means of submitting a virus to the Site, overloading, "flooding", "mailbombing" or "crashing" the Site;
- Forging any TCP/IP packet header or any part of the header information in any email or transmission or posting to our Site.

You represent, warrant and agree that you will comply with the above Security Rules.

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Attn: Lisa Nelson RD LLC
PO Box 534
Custer, SD 57730

By email:

lisa@lisanelsonrd.com (Subject Line: Copyright Infringement Notice)

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Disclaimers/Limitation of Liability

YOU UNDERSTAND AND AGREE THAT COMPANY LIMITS ITS LIABILITY IN CONNECTION WITH YOUR USE OF THE SITE AS SET FORTH BELOW: UNDER NO CIRCUMSTANCES SHALL COMPANY, ITS PARENT, SUBSIDIARIES, OR AFFILIATES OR THE FOUNDERS, OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES OF EACH OF THEM (COLLECTIVELY, THE "COMPANY ENTITIES AND INDIVIDUALS") BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, ECONOMIC, PUNITIVE, OR CONSEQUENTIAL DAMAGES THAT ARE DIRECTLY OR INDIRECTLY RELATED TO (1) THE SITE, THE CONTENT, OR YOUR UPLOAD INFORMATION; (2) THE USE OF, INABILITY TO USE, OR PERFORMANCE OF THE SITE; (3) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY COMPANY OR LAW ENFORCEMENT AUTHORITIES REGARDING YOUR USE OF THE SITE OR CONTENT; (4) ANY ACTION TAKEN IN CONNECTION WITH COPYRIGHT OWNERS; (5) ANY ERRORS OR OMISSIONS IN THE SITE'S TECHNICAL OPERATION, EVEN IF FORESEEABLE OR EVEN IF THE COMPANY ENTITIES AND INDIVIDUALS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, STRICT LIABILITY TORT (INCLUDING, WITHOUT LIMITATION, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR THEFT OR DESTRUCTION OF THE SITE). IN NO EVENT WILL THE COMPANY ENTITIES AND INDIVIDUALS BE LIABLE TO YOU OR ANYONE ELSE FOR LOSS OR INJURY, INCLUDING, WITHOUT LIMITATION, DEATH OR PERSONAL INJURY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL THE COMPANY ENTITIES AND INDIVIDUALS TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED ONE HUNDRED DOLLARS (\$100).

THE COMPANY ENTITIES AND INDIVIDUALS ARE NOT RESPONSIBLE FOR ANY DAMAGE TO ANY USER'S COMPUTER, MODEM, CELL PHONE, HARDWARE, SOFTWARE, OR OTHER EQUIPMENT OR TECHNOLOGY INCLUDING, WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION.

YOUR ACCESS TO AND USE OF THIS SITE IS AT YOUR RISK. IF YOU ARE DISSATISFIED WITH THE SITE OR ANY OF THE CONTENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESSING AND USING THE SITE OR THE CONTENT.

YOU RECOGNIZE AND CONFIRM THAT IN THE EVENT YOU INCUR ANY DAMAGES, LOSSES OR INJURIES THAT ARISE OUT OF COMPANY'S ACTS OR OMISSIONS, THE DAMAGES, IF ANY, CAUSED TO YOU ARE NOT IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION PREVENTING ANY EXPLOITATION OF ANY SITE, PROPERTY, PRODUCT, PROGRAM, TELEVISION SHOW, MOTION PICTURE OR OTHER AUDIO/VISUAL CONTENT OWNED OR CONTROLLED BY COMPANY AND/OR ITS PARENTS, SUBSIDIARIES, AND/OR AFFILIATES OR YOUR UPLOAD INFORMATION, AND YOU WILL HAVE NO RIGHTS TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, DISTRIBUTION, ADVERTISING, EXHIBITION OR EXPLOITATION OF ANY COMPANY SITE, PROPERTY, PRODUCT, PROGRAM, TELEVISION SHOW, MOTION PICTURE OR OTHER AUDIO/VISUAL CONTENT OR YOUR UPLOAD INFORMATION OR ANY AND ALL ACTIVITIES OR ACTIONS RELATED THERETO.

BY ACCESSING THE SITE, I UNDERSTAND THAT I MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Indemnity

You agree to defend, indemnify and hold harmless the Company Entities And Individuals with respect to any and all costs, claims, demands, investigations, liabilities, losses, damages, judgments, settlements, costs and expenses, including attorneys' fees arising out of or in connection with this Terms, including, without limitation: (a) your use of the Site; (b) your violation of these Terms or any law, rule or regulation; (c) your use of the Content; or (d) any of Your Upload Information. You will cooperate as fully and reasonably as required by Company in the defense of any claim. Notwithstanding the foregoing, Company retains the exclusive right to settle, compromise and pay any and all claims, demands, proceedings, suits, actions or causes of actions which are brought against Company herein under the Terms and under this Indemnity provision and in no event shall you settle any such claim without Company's prior written approval.

Governing Law

THESE TERMS AND THE INTERPRETATION OF THESE TERM SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF **SOUTH DAKOTA**, WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES AND SPECIFICALLY WILL NOT BE GOVERNED BY THE UNITED NATIONS CONVENTIONS ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, IF OTHERWISE APPLICABLE.

International Use of Site

We control and operate the Site from the United States, and all information is processed within the United States. We do not represent that materials on the Site are appropriate or available for use in other locations. You agree to comply with all applicable laws, rules and regulations in connection with your use of the Site. It is possible that some software that may be downloaded from the Site is subject to government export control or other restrictions. By visiting and using our Site, you acknowledge these restrictions and agree that either you are not subject to them or you will comply with all applicable laws regarding the transmission of technical data exported from the United States.

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 Site. Any controversy or claim arising out of or relating to these Terms and/or the Web Site 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 South Dakota, in the City of Custer, County of Custer, 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 South Dakota, in the City of Custer, County of Custer. You waive the defense of forum non conveniens.

Compliance with Governing Law

You are solely responsible for compliance with applicable laws, rules, and regulations in connection with your use of the Site and the Content, including, without limitation, those governing your transmission or use of any software or data.

Entire Agreement

These Terms and any applicable end-user license or similar agreements contain the sole and entire agreement between the parties with respect to the Site, the Content and Your Upload Information and supersedes any and all other prior written or oral agreements between them. You also may be subject to additional terms and conditions that are applicable to certain parts of the Site.

Section Titles

The section titles in these Terms are for your convenience only and do not have any legal or contractual effect.

Construction and Enforcement of Terms

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. Failure to enforce any provision of these Terms or other applicable agreement will not result in a waiver of that term or of any other term. 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.

The failure of the Company to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

No Joint Venture or other Relationship

You agree that no joint venture, partnership, employment, or agency relationship exists between the Company and you as a result of this Agreement or your use of the Site.

Limitations Period

Any claim or cause of action you may have with respect to the Company or the Site must be commenced within one (1) year after the claim or cause of action arose.

No Assignment

You may not assign the Terms or any of your rights or obligations under the Terms without the Company's express written consent. The Terms inure to the benefit of the Company's successors, assigns and licensees.

Termination

The Company may terminate this Agreement and deny you access to the Site at any time, immediately and without notice, if, in the Company determines that you have failed to comply with any provision of these Terms. You understand and agree that Company will determine your compliance with these Terms in its sole discretion. The Company reserves the right to deny access to all or part of the Site 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 Site, or upon demand by Company, you must destroy all materials obtained from this Site and all related documentation.

To contact us with any questions or concerns in connection with these Terms or the Site, or to provide any notice under these Terms to us please refer to our Contact Us page.

This Terms of Use Agreement was last updated on November 29, 2012 and is effective immediately.

NewU Support Group:

All terms of use outlined above apply to the use of NewU - Your Weight, Your Health, Your Choice.

This group operates as a partnership between Lisa Nelson RD LLC and Ursula Ridents, RD Inc.

This group does not replace the professional medical advice or care you receive from you're a physician and/or other health care provider, nor diagnosis or treat any disease. The views expressed belong to the individuals who posted them and do not necessarily reflect the views of Lisa Nelson, RD and Ursula Ridents, RD. The use of information or advice used from this website is the full responsibility of the client/purchaser. Lisa Nelson RD LLC and/or Ursula Ridents will not be held liable. By engaging in services offered through the NewU Support Group, you are acknowledging that the legal and physical office of Ursula Ridents, RD Inc. is located in the state of California, USA and any complaints or malpractice issues will be filed in the state of California and resolved in compliance with California laws. The state of California does not require licensure of dietitians. Ursula Ridents is a Registered Dietitian for the state of California under the Commission on Dietetic Registration (CDR), the credentialing agency for the American Dietetic Association.