

TERMS OF USE : Last Updated Sept 16, 2016

By using our website, you agree to these Terms and Conditions (“Terms”). We reserve the right to alter, add to, delete, modify or change these Terms of Use at any time. Your use of the Website after any amendments or updates of these Terms of Use shall signify your assent to and acceptance of such revised terms. The most current version of the policy will govern your use of the Website. We will post any changes to the Terms of Use on the Website. You should periodically review the Terms of Use to see recent changes.

The Terms are a contract between you, the user, and Meal Cure.com and DrShaunna.com, (collectively “Meal Cure”, “Dr Shaunna”, “we,” “us,” or “our”). By using our website, DrShaunna.com or MealCure.com (collectively, the “Website”) including all information, tools, products or any of our other services, you are agreeing to be bound by these Terms. If you do not agree to these Terms of Use, you should immediately cease all usage of the Website and content and services. If you violate any of the Terms we will terminate your right to use our website and services. We reserve the right to refuse service to anyone for any reason at any time.

1. Authorized Users

Our website and services are only available to people who can form legally binding contracts under the law applicable to these Terms. Our website and services are not available to minors (under 18 years of age). If you don’t qualify as an authorized user, you are not permitted to use our website or services and no contract will be formed between you and us. As a condition of your use of our website and services, you agree to give us true, accurate, current and complete information as prompted by the registration forms, when registering for or using our website and services, and to update and maintain the accuracy and completeness of the information.

2. Disclaimer of Warranties.

The Website is provided by US on an “as is” and on an “as available” basis. To the fullest extent permitted by applicable law, WE make no representations or warranties of any kind, express or implied, regarding the use or the results of the Website in terms of its correctness, accuracy, reliability, or otherwise. WE Shall have no liability for any interruptions in the use of the Website. We disclaim all warranties with regard to the information provided, including the implied warranties of merchantability and fitness for a particular purpose, and non-infringement. We DO NOT WARRANT THAT YOUR USE OF THE SERVICES WILL BE SECURE, UNINTERRUPTED, ALWAYS AVAILABLE, ERROR-FREE OR WILL MEET YOUR REQUIREMENTS, OR THAT ANY DEFECTS IN THE SERVICES WILL BE CORRECTED. WE DISCLAIM LIABILITY FOR, AND NO WARRANTY IS MADE WITH RESPECT TO, THE CONNECTIVITY AND AVAILABILITY OF THE SERVICES. Some jurisdictions do not allow the exclusion of implied warranties; therefore the above-referenced exclusion is inapplicable.

3. Limitation of Liability.

WE SHALL NOT be liable for any damages whatsoever, and in particular WE shall not be liable for any special, indirect, consequential, or incidental damages, or damages for lost profits, loss of revenue, or loss of use, arising out of or related to this web site or the information contained in it, whether such damages arise in contract, negligence, tort, under statute, in equity, at law, or otherwise, even if We HAVE been advised of the possibility of such damages. SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE SOME OF THE ABOVE LIMITATIONS IS INAPPLICABLE. Notwithstanding anything to the contrary contained herein, our liability to you for any cause whatsoever, and regardless of the form of the action, will at all times be limited to the lesser of the amount paid, if any, by you to us for the Services or \$10.00.

4. Indemnification.

User agrees to indemnify and hold us, our family, subsidiaries, affiliates, officers, agents, contractors, experts and employees, harmless from any claim or demand, including reasonable attorneys' fees and costs, made by any third party due to or arising out of User's use of the Services, the violation of this Agreement, or infringement by User, or other User of the Services using User's computer, of any intellectual property or any other right of any person or entity.

5. Use of the Services.

Your use of the Services is for your personal use only. You are entirely responsible for any and all activities which occur under your name, whether authorized or not authorized. User agrees to notify us of any unauthorized use of User's name or any other breach of security known or should be known to User. User's right to use the Services is personal to User. User agrees not to resell or make any commercial use of the Services without our express written consent.

Each User is solely responsible for, and assumes all liability regarding, (a) the information and content User contributes to the Services; (b) the information and content you post, transmit, publish, or otherwise make available through the Services; and (c) your interactions with other persons through the Services. You assume all risk when using the Services, including but not limited to all of the risks associated with any online or offline interactions with others.

We may suspend or block your ability to use the Services, without notice, for any reason and we may refuse to disclose the reason(s) for such action. All decisions regarding the suspension or termination of your ability to use the Services shall be made in our sole discretion.

6. Medical Disclaimer

THE INFORMATION PROVIDED ON THE WEBSITE AND IN ANY OTHER COMMUNICATIONS FROM OR PROVIDED THROUGH US IS NOT INTENDED AS A SUBSTITUTE FOR, NOR DOES IT REPLACE, PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. DO NOT DISREGARD, AVOID OR DELAY OBTAINING MEDICAL ADVICE FROM A QUALIFIED HEALTH CARE PROFESSIONAL BECAUSE OF SOMETHING YOU MAY HAVE READ ON THE WEBSITE. DO NOT USE THE WEBSITE FOR EMERGENCY MEDICAL NEEDS. IF YOU EXPERIENCE A MEDICAL EMERGENCY CALL 911. YOUR USE OF INFORMATION PROVIDED ON THE WEBSITE IS SOLELY AT YOUR OWN RISK. NOTHING STATED OR POSTED ON THE WEBSITE OR AVAILABLE THROUGH ANY SERVICES IS INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, THE PRACTICE OF MEDICINE OR THE PROVISION OF MEDICAL CARE.

DrShaunna.com and Meal Cure.com are not intended to diagnose, treat, cure or prevent any disease and we make no claims as such and nothing that is on this site should be misconstrued as such. Although our meal plans are healthy and loaded with superfoods, everyone has different dietary needs and potential allergies and intolerances. Medical conditions also may have a significant impact on your particular dietary requirements. Meal Cure meal planning service is not a substitute for competent medical or nutritional advice specific to your situation. You should always consult with your own health care provider as to what is right for you specifically. For personalized health related questions, please contact your own health care provider.

7. You Have No Doctor-Patient Relationship with Us.

NO LICENSED DOCTOR/PATIENT RELATIONSHIP OR MEDICAL PROFESSIONAL-PATIENT RELATIONSHIP IS CREATED BY USING INFORMATION PROVIDED BY OR THROUGH THE USE OF THE WEBSITE OR OUR SERVICES OR THROUGH ANY OTHER COMMUNICATIONS FROM US INCLUDING, BUT NOT LIMITED TO, COACHING, ANY PROVIDER ON THE WEBSITE, LINKS TO OTHER WEBSITES, OR ANY ASSISTANCE WE MAY PROVIDE TO HELP YOU FIND AN APPROPRIATE PROVIDER.

WE MAKE NO GUARANTEES, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO PROFESSIONAL QUALIFICATIONS, EXPERTISE, QUALITY OF WORK OR OTHER INFORMATION HEREIN. WE DO NOT IN ANY WAY ENDORSE ANY INDIVIDUAL DESCRIBED HEREIN. IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE ON SUCH INFORMATION.

8. Links to Third-Party Sites.

The Website may include links to other sites on the Internet that are owned and operated by online merchants and other third parties. You acknowledge that we are not responsible for the availability of, or the content located on or through, any third-party site. You should contact the site administrator or webmaster for those third-party sites if you have any concerns regarding such links or the content located on such sites. Your use of those third-party sites is subject to the terms of use and privacy policies of each site, and we are not responsible therein. We encourage all Users to review said policies of third-parties' sites.

9. Disclaimer Regarding Accuracy of Vendor Information.

In accordance with the Federal Trade Commission's Guides Concerning the Use of Endorsements and Testimonials in Advertising, you are notified that we may potentially be compensated for links to third-party sites based upon an affiliate marketing arrangement. Further, we may provide compensated endorsements of products, including those available through linked third-party sites.

Vendor information, product specifications and other information have either been provided by the vendors or collected from publicly available sources. While we make reasonable efforts to ensure that the information on the Website is accurate, we can make no representations or warranties as to the accuracy or reliability of any information provided on the Website.

Except as may be disclosed on the Website, (a) we make no warranties or representations whatsoever with regard to any product provided or offered by any vendor or Provider, and you acknowledge that any reliance on representations and warranties provided by any vendor or Provider shall be at your own risk, and (b) references made on the Website to any information, vendor, Provider, company, product, or service is not intended to constitute or imply an endorsement or recommendation by us. The failure to include the name of a vendor, company, product, or service is not to be construed as disapproval.

10. Editorial Control and Accuracy.

We make the Website available as a service to consumers for the purposes of providing an informative and educational resource. We may, but have no obligation to, have Information posted on the Website reviewed prior to publishing. It is important to note, however, that the timeliness and accuracy of any or all of the Information is not guaranteed. Neither the authors nor any other party who has been involved in the preparation or publication of this work can assure you that the Information contained herein is in every respect accurate or complete, and they are not responsible for any errors or omissions or for the results obtained from the use of such Information. You are encouraged to independently confirm the Information contained herein with other sources and to seek the advice of a qualified practitioner of health care, fitness or nutrition services as applicable.

11. Intellectual Property and Site Use

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are protected from unauthorized copying and dissemination by copyright law, trademark law, international conventions and other intellectual property laws. All Dr Shaunna and Meal Cure product names and logos are property of Dr Shaunna. All other company and product names and logos are trademarks or registered trademarks of their respective owners in certain countries. You may neither remove any copyright, trademark or other proprietary notices from any copy of, nor modify, the Content. Nothing contained on the Website should be construed as granting, by implication or otherwise, any license or right to use the Website or any Content, through the use of framing or otherwise, except: (a) as expressly permitted by these Terms of Use; or (b) with the prior written permission of Meal Cure. You shall not attempt to override or circumvent any of the usage rules or restrictions on the Website. Meal Cure reserves the right to take such steps as it deems necessary, including without limitation legal action, to restrain unauthorized activity.

12. Protecting Your Account

Some parts of our website permit username and passwords to be used. You are responsible for protecting your unique username and password and you agree to be responsible for all activities performed under your user account.

13. Use of MealCure.com

- Our meal plans, recipes and videos are copyright protected and therefore cannot be distributed or copied without permission
- Each subscription is to be used and accessed by one household only. We reserve the right to cancel your subscription for password sharing or by distributing our meal plans to another household or person. If we find that you are in violation of this agreement, we will automatically lock your account without a refund
- We've made our meal plan service affordable to allow for ease and accessibility to most people.

14. Modification of Service

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the company services (or any part thereof) with or without notice. Prices of all our products and services are subject to change. We will not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the company services.

We reserve the right to modify, alter, delete and update these Terms of Service at any time. Such alterations do not nullify our rights if infringements or breaches occurred under a previous version of these conditions. Continued use of the Services after any such changes shall constitute your consent to such changes.

15. Purchase and Payment of Services

Meal Cure provides a meal plan service that offers monthly and annual subscription terms which is subject to change without notice. When you sign up for the meal plan service, you are committing to the term you have chosen. We unfortunately are not able to offer prorated refunds at this time but would consider a "gifting" of your unused portion to a new user of your choice.

Automatic recurring billing will occur unless you cancel before the next billing date.

Cancellation of Services

Our automated system allows you to cancel your plan or renewal at anytime. Your cancellation must be done by you, the subscriber, through our site and cannot be cancelled via an email request. When you cancel, you will still be able to access our meal plans through the end of the billing cycle that you've already paid for. There will be no refunds for late cancellation.

16. Governing Jurisdiction of the Courts.

This Website is operated and provided in the Province of British Columbia, Canada. As such, we are subject to the laws of British Columbia and such laws will govern this Agreement, without giving effect to any choice of law rules. We make no representation that the Website or Services are appropriate, legal or available for use in other locations. Accordingly, if you choose to access the Website you agree to do so subject to the internal laws of the Province of British Columbia. If there is any dispute arising out of the Website and/or the Services, by using the Website, you expressly agree and consent to the exclusive jurisdiction and venue of the courts of the Province of British Columbia, for the resolution of any such dispute.