

Disclaimer and Waiver

By use of this website or purchase or use any of the programs, products, services, communications (in-person, by email, phone, text or otherwise), social media, videos or online coaching of Zein Wafaie and/or His Fruits Enterprises LLC, dba _____, (individually and collectively, the “Website, Products and Services”) you are agreeing to accept all parts of this Disclaimer and Waiver.

Refunds. A 24-hour notice is required for cancellation or rescheduling of all appointments. All payments received by us for online and in-person training or programs are non-refundable.

Use for Educational and Informational Purposes Only. The information provided under the Website, Products and Services is for educational and informational purposes only, for your own use. When using the Website, Products and Services, you acknowledge that our role is exclusively as a holistic health/wellness coach, and no other role.

Not Evaluated by the FDA. The information, products and services contained in the Website, Products and Services have not been evaluated by the Food and Drug Administration and are not intended to diagnose, treat, cure, or prevent any disease, or to be considered medical or mental health advice.

No Substitute for Medical Advice. The Website, Products and Services do not, and may not be used to, diagnose, treat, prevent or cure any disease or condition, and are not a substitute for the advice, treatment and/or diagnosis of a qualified licensed health care provider, including without limitation, a physician’s care. The Website, Product and Services do not provide a second opinion or in any way attempt to alter the treatment plans or therapeutic goals/recommendations of your personal physician or other licensed health care provider. WE ARE NOT LICENSED HEALTH CARE PROVIDERS AND WE ARE NOT HOLDING OURSELVES OUT TO BE SO IN ANY CAPACITY. You agree to always seek the advice of your personal physician or licensed health care provider regarding any questions or concerns about your specific health situation, including without limitation, possible or actual pregnancy, known or suspected food sensitivity or allergy, dietary restrictions, specific health diagnoses, and any medications or supplements. You should consult with licensed health care providers before implementing any suggestions obtained through our Website, Products and Services, including without limitation, those relating to exercise, lifestyle, weight loss, food, vitamins, herbal supplements, engaging in an elimination diet, detox or cleanse; or participating in any other aspect of a weight loss, healthy eating, exercise or lifestyle program. You agree that you will not disregard or delay seeking professional medical advice because of information available through the Website, Products and Services, nor will you stop taking any medications without speaking to your licensed health care providers. If you suspect that you have a medical problem, you agree to promptly contact your licensed health care provider.

No Guarantees of Results. Our role is to support and assist you in reaching your own health and fitness goals, but your success depends primarily on your own effort, motivation, commitment

and follow-through. You are solely and personally responsible for your results, health, and well-being. We do not guarantee that you will achieve a particular result or outcome. Any testimonials, statements or examples shown through the Website, Products and Services are only examples or illustrations of what might be possible for you. We make no warranty regarding the accuracy of our content.

No Endorsement. Reference or links in the Website, Products and Services to any third-party opinions, advice, programs, products or services do not constitute any endorsement, and we are not responsible for any content, products, or services linked or referenced.

Assumption of Risk. You agree that any use of any product, suggestion or recommendation of any kind on or through the Website, Products and Services is to be taken at your own risk, with no liability on our part. You accept full responsibility for the consequences of your use, or non-use, of any information provided by the Website, Products and Services.

No Warranties. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE WEBSITE, PRODUCTS AND SERVICES. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Waiver of Liability; Release of Claims. IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY TYPE OF DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EQUITABLE OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO ANY USE OF OR RELIANCE ON THE WEBSITE, PRODUCTS AND SERVICES, AND YOU HEREBY RELEASE US FROM ANY AND ALL CLAIMS, INCLUDING, WITHOUT LIMITATION, THOSE RELATED TO LOST PROFITS, PERSONAL OR BUSINESS INTERRUPTIONS, PERSONAL INJURIES, ACCIDENTS, MISAPPLICATION OF INFORMATION, OR ANY OTHER LOSS, PHYSICAL OR MENTAL DISEASE, CONDITION OR ISSUE EXPERIENCED BY YOU, EVEN IF WE ARE EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR DIFFICULTIES. BY YOUR USE OF THE WEBSITE, PRODUCTS AND SERVICES, YOU AGREE TO FULLY AND COMPLETELY HOLD HARMLESS, INDEMNIFY AND RELEASE US AND OUR EMPLOYEES, OWNERS, STAFF, CONSULTANTS, AFFILIATES AND AGENTS FROM ANY AND ALL LIABILITY, DAMAGES, CAUSES OF ACTION, ALLEGATIONS, SUITS, SUMS OF MONEY, CLAIMS AND DEMANDS WHATSOEVER, IN LAW OR EQUITY, THAT YOU EVER HAD, NOW HAVE OR WILL HAVE IN THE FUTURE AGAINST US, ARISING FROM YOUR USE OF THE WEBSITE, PRODUCTS AND SERVICES, UNLESS ARISING FROM THE GROSS NEGLIGENCE ON OUR PART, BUT **INCLUDING THOSE CAUSED BY OR ARISING OUT OF NEGLIGENCE ON OUR PART.**

Severability. In the event that any provision in this Disclaimer and Waiver is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from this Disclaimer and Waiver, and such determination shall not affect the validity and enforceability of any other remaining provisions.

Choice of Law. This Disclaimer and Waiver shall be governed by and construed in accordance with the laws of the State of Texas (regardless of the laws that might otherwise govern under applicable Texas principles of conflicts of law).