Disclaimer (the "*Disclaimer*") of Type One Type Fun, LLC (the "*Company*", "we", "us", or "our") and www.cheeverwellness.com (together with any and all related components, sub-pages, pop-up pages, tabs, or forms, the "*Website*")

Welcome and thank you for choosing to be a part of this community! Before using the Website, please read this Disclaimer in its entirety. Throughout this Disclaimer, any references to "**you**" shall refer to you as the viewer, customer, or user of the Website. If you do not agree to the terms of the Disclaimer, you are to stop immediately and discontinue your use of the Website. By visiting and using the Website, you voluntarily agree to the terms of this Disclaimer. This Website and any information shared on this Website in any form or transmitted through or in email content sent by the Company, including, but not limited to, e-books, guides, worksheets, forms, blog posts, social media posts, webinars, live workshops and video trainings (collectively, the "**Content**") are owned by the Company.

For Informational and Inspirational Use Only; No Professional Advice.

The Website, the Content, and any course, group coaching program, membership program, one-on-one coaching services, social media posts, emails, PDF material, journal, merchandise, video, podcast episode, functional lab test review, or any other product or service offered by the Company or in collaboration with any other person or entity (together with the Website, collectively, "*Content, Programs, Services, Offerings, and/or Products*"), are solely for informational and inspirational use as a self-help tool and are not intended to be professional medical advice, mental health advice, or medical nutrition therapy of any kind.

We recommend to ALWAYS speak to a licensed medical provider prior to making any changes to your routine, including, but not limited to, nutrition, exercise, dietary supplementation, and use of home products and devices and personal care products. We are not trained or licensed to, and do not, diagnose or treat any diseases, disorders, illnesses, injuries or conditions and none of the Content, Programs, Services, Offerings, and/or Products should be taken as medical advice, prescription, disease diagnosis, disease prevention, or disease treatment. We are not a substitute for a licensed physician or other appropriate healthcare provider. Your use of, download of, accessing of, purchase of, or viewing of any Content, Programs, Services, Offerings, and/or Products constitutes your acknowledgement and agreement that our Content, Programs, Services, Offerings, and/or Products do not constitute professional medical advice, mental health advice, or medical nutrition therapy. Furthermore, you are not to delay or forego seeking medical advice or treatments because of any Content, Programs, Services, Offerings, and/or Products. None of our Content, Programs, Services, Offerings, and/or Products shall be considered to provide any professional financial, accounting or legal advice and by using, downloading, accessing, purchasing, or viewing any of our Content, Programs, Services, Offerings, and/or Products you acknowledge and agree that none of our Content, Programs, Services, Offerings, and/or Products provide professional financial, accounting, or legal advice.

Technology Disclaimer. Although we strive to provide you with uninterrupted access to our Content, Programs, Services, Offerings, and/or Products and any private or public member forums, Facebook groups, and our social media channels (such forums, groups and channels,

our "*Additional Channels*"), there may be periodic outages, scheduled repair or update periods, or other technical issues with our business partners or otherwise that prevents you from using, downloading, accessing, purchasing, or viewing any of our Content, Programs, Services, Offerings, and/or Products and/or our Additional Channels for a period of time, which may be extensive or otherwise out of our control. You acknowledge and agree that the Company is not responsible or liable for any damages, costs, losses, or refunds in connection with any such interruptions to your access of our Content, Programs, Services, Offerings, and/or Products and/or Products.

Affiliate and Sponsored Arrangements; Endorsement.

Our Content, Programs, Services, Offerings, and/or Products may include links to, or discount or referral codes associated with, third-party products, brands, offerings, companies, coaches, practitioners, and/or websites:, including, without limitation, the Amazon Associates Program, Amazon Influencer Program, Total Diabetes Supply Affiliate Program, Dexcom Affiliate Program, Diabetes Affiliate Program, Mastering Diabetes Affiliate Program, Smart Blood Sugar Affiliate Program, Diabetes Freedom Affiliate Program, Live It Up Affiliate Program, Premier Shakers, Cronometer Affiliate Program, Muscle and Strength Affiliate Program with respect to which we have an affiliate, endorsement, or joint venture relationship that entitles to us to receive compensation, fees, product credit, or other payment in the event you make a purchase through any such links or use our discount or referral codes (such arrangements, collectively, "Affiliate *Arrangements*"). We may also from time to time have Content (such as, but not limited to, social media posts and blog posts) that is sponsored by a third-party brand, company, coach, practitioner, and/or other service provider for which we receive compensation, fees, product credit, or other payments in connection with our posting or creating such Content (such arrangements, collectively, "Sponsored Arrangements"). The name of the sponsor and the fact that any such Content is sponsored will be clearly disclosed at the time of posting any such Content.

We only enter into Affiliate Arrangements and Sponsored Arrangements with products, brands, companies, coaches, practitioners, and/or other service providers that we feel will provide value to our audience; however, any such Affiliate Arrangement or Sponsored Arrangement does not constitute our endorsement or specific support of any such product, brand, company, coach, practitioner and/or other service provider. You must decide for yourself whether any such product, brand, company, coach, practitioner, and/or other service providers with which we have an Affiliate Arrangement or Sponsored Arrangement is right for you and your personal situation based on your own independent investigation and review of any such product, brand, company, coach, practitioner or other service provider. We make no representations, warranties, or guarantees regarding the quality, effectiveness or safety of any products, brands, companies, coaches, practitioners, and/or other service providers with which we have an Affiliate Arrangement. We specifically disclaim any liability that may arise in connection with your decision to use, access, or purchase, any product, offering, or service with which we have an Affiliate Arrangement or Sponsored Arrangements.

In addition, should you choose to use, access, or purchase any product, offering, or service with which we have an Affiliate Arrangement or Sponsored Arrangement, you will be subject to the terms and conditions of use and privacy policies related to any such products, brands, companies, coaches, practitioners, and/or other service providers.

We truly appreciate the support we receive through your participation in any of our Affiliate Arrangements or Sponsored Arrangements, as it helps us to continue to run our business and offer our Content, Programs, Services, Offerings, and Products.

Testimonials. Our Content, Programs, Services, Offerings, and/or Products may feature testimonials from actual past or current customers, clients, users, or followers to provide information on, and examples of, experiences others have had with our Content, Programs, Services, Offerings, and/or Products. These customers, clients, users, and followers have a different health history than you and results will be very individualized. You must always consider your personal situation, use common sense, and consult with your licensed medical provider prior to incorporating any changes based on any of our Content, Programs, Services, Offerings, and/or Products. You acknowledge and agree that the results of any Content, Programs, Services, Offerings, and/or Products as described in a testimonial are not typical, are for illustrative purposes only, and cannot be guaranteed or assumed to be achievable through your use, download, viewing, or purchase of, or access to, any of our Content, Programs, Services, Offerings, and/or Products.

Errors and Omissions. Although we have spent a significant amount of time and effort researching and creating the information in our Content, Programs, Services, Offerings, and Products, we cannot make any representation, guarantee or warranty that such Content, Programs, Services, Offerings, and/or Products are free from errors or omissions in fact, are applicable to your situation, or are reliable, complete and up-to-date. You acknowledge and agree that the Company is not responsible or liable for losses or damages incurred due to any such errors and omissions that may be contained in our Content, Programs, Services, Offerings, and/or Products.

Limitation of Liability and Assumption of Risk.

You acknowledge and agree that you will hold the Company and its owners, principals, directors, officers, employees, agents, and contractors (collectively, the "**Company Group**") harmless for any and all claims related to your direct or indirect use of the Content, Programs, Services, Offerings, and/or Products. In no event shall the Company Group be liable for, and you agree to waive any claims for, any general, indirect, special, consequential, or exemplary damages which may arise from your direct or indirect use of the Content, Programs, Services, Offerings, and/or Products.

You acknowledge and agree that there are unknown individual circumstances and risks that may arise in connection with your direct or indirect use of the Content, Programs, Services, Offerings, and/or Products that cannot be foreseen or anticipated and that may impact your individual results or the results of your business. The Company Group does not assume liability for, and you acknowledge and agree that you accept all risk of, injury, accidents, death, physical or mental disease or condition, loss of profits, loss of clients, loss of sales, loss of goodwill, loss of data, computer failures, or any other loss or damages that may result from your direct or indirect use of the Content, Programs, Services, Offerings, and/or Products and any recommendations or suggestions made by the Company Group in connection with our Content, Programs, Services, Offerings, and/or Products.

Indemnification and Release of Claims. You agree to indemnify, defend, and hold harmless the Company Group from and against any and all claims, losses, damages, liabilities, actions, penalties, fines, costs (including attorney's fees) in any way arising from or related to your use of our Content, Programs, Services, Offerings, and Products.

NO WARRANTIES. YOU ACKNOWLEDGE AND AGREE THAT WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, RELATED TO OUR CONTENT, PROGRAMS, SERVICES, OFFERINGS, AND PRODUCTS AND ALL OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED. OUR CONTENT, PROGRAMS, SERVICES, OFFERINGS, AND/OR PRODUCTS ARE TO BE TAKEN "AS IS" AND AT YOUR OWN RISK.

Changes to the Disclaimer. We reserve the right to make changes to this Disclaimer at any time and without notice to you. Please refer to the Website's Disclaimer from time to time when visiting our Website, as the most current version of the Disclaimer will be available to view and the date on which last updated will be indicated at the bottom of the Disclaimer. Your continued use of the Website after the date such new Disclaimer is posted shall constitute your acceptance of any the terms of any such revised disclaimer.

Privacy Policy and Terms and Conditions. Please carefully read our <u>Privacy Policy</u> and our <u>Terms and Conditions</u> before using, downloading, accessing or viewing our Content, Programs, Services, Offerings, and/or Products.

Contact Us Regarding the Disclaimer. We welcome any questions or feedback you have on the Disclaimer or our Privacy Policy and Terms and Conditions. Please contact us at: **typeonetypefun@gmail.com**

Updated on Mar 28, 2024.