

HEALTHY MEALS DIRECT DISCLOSURE AND WAIVER

1. Binding Terms & Conditions: The following Terms and Conditions apply to Healthy Meals Direct website (<https://www.healthymealsdirect.com/>), your purchase of any Healthy Meals Direct food online, or in store. By purchasing from Healthy Meals Direct's meals and/or online packages, you agree to be legally bound by these Terms and Conditions. Healthy Meals Direct reserves the right, in its sole discretion to alter, amend, add, remove, and modify any segment of these Terms and Conditions. By placing an order and using the service with Healthy Meals Direct after these Terms and Conditions have been modified, you agree to accept all such modifications to the Terms and Conditions.

2. We are not Medical- Professionals: Healthy Meals Direct does not offer medical advice, either on its website or in any of our locations. Consult a licensed physician or healthcare provider if you have any medical related questions about any foods, or meal plans offered by Healthy Meals Direct. Healthy Meals Direct's weight loss strategies are not offered or intended to treat, mitigate, or cure any type of disease, illness, or weight problem and is not a replacement for sound medical advice. Nothing stated or presented by Healthy Meals Direct, whether on the website or otherwise, is intended to be a substitute for professional medical advice, diagnosis, or treatment.

3. Disclaimer: Healthy Meals Direct is not liable, under any circumstances, for any illness or health problem that may result from the consumption of its prepared foods, meals, and services. Healthy Meals Direct may not be appropriate for certain people including people who 1) Contain a food allergy; 2) Have underlying health conditions that will affect your diet. Consult your physician before altering your diet or beginning any diet, nutrition, or meal plan offered by Healthy Meals Direct.

4. Allergies: Healthy Meals Direct shall not be liable for an allergic reaction you have to any foods, purchased from, or delivered by Healthy Meals Direct. The most common food allergens are: gluten (wheat), peanuts, soy, shellfish, dairy, eggs, nuts, and fish. Healthy Meals Direct does not accommodate dairy, eggs, nuts, or fish allergies and Healthy Meals Direct foods and meal plans commonly include these ingredients. We are unable to make any meal modifications and therefore, you should thoroughly read the ingredients prior to ordering, purchasing and most importantly, consuming. If you're allergic to any of these items, you should know that while we make every effort not to do so, as you should make us aware of what allergies you do have. We cannot guarantee that there won't be any cross contamination with your other meals.

5. Restrictions of Liability: IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY YOU TO HEALTHY MEALS DIRECT. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, OR PUNITIVE DAMAGES CAUSED, WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH

DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

6. Reimbursement: You agree to indemnify, defend, protect, and hold harmless Healthy Meals Direct and its suppliers, licensors, affiliates, employees, and agents from and against any and all claims, actions, awards, demands, damages, obligations, losses, liabilities, settlements, costs, and expenses (including, but not limited to, reasonable attorneys' fees) arising from or relating to: 1) your use of and access to Healthy Meals Direct strategies and website; 2) your violation of any of these Terms and Conditions; and 3) your use of and consumption of any Healthy Meals Direct food or other products. This indemnification shall survive the termination of these terms and your use of Healthy Meals Direct's site, items and/or services.

7. Binding Law: Healthy Meals Direct's goods and services and these Terms shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws rules.

8. Protection of Intellectual Property: Despite any provision of these Terms and Conditions to the contrary, in the event that you could be deemed to infringe or diminish Healthy Meals Direct intellectual property rights, including but limited to, copyright, trademark, confidential information, good will, business reputation then Healthy Meals Direct retains any and all rights and remedies in both law and at equity including but not limited to injunctive relief and such actions will be filed in the appropriate state or federal courts.

9. Relationship and Warranties : Neither the making of these Terms nor the performance of Terms shall be construed to constitute Healthy Meals Direct or you an agent, employee, or legal representative of the other party for any purpose, nor shall these Terms be deemed to establish a joint venture or partnership. Other than as set forth herein, neither party shall have any right or authority to create any obligation, warranty, representation or responsibility, express or implied, on behalf of the other party in any manner whatsoever.

EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, THE GOODS AND SERVICE ARE PROVIDED BY HEALTHY MEALS DIRECT TO YOU ON AN "AS IS", "WHERE IS", AND "WITH ALL FAULTS" BASIS WITH NO WARRANTIES, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. Divisibility: If any provision of these Terms is found to be invalid, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any provision of these Terms shall be deemed a further or continuing waiver of such provision or any other provision.

11. Weight Loss Strategy: We cannot guarantee weight loss. Due to different body types, age, metabolism and underlying conditions, we cannot prove it's 100% effective. The effectiveness comes from consecutively following our meal plans and exercise.

12. Termination: Healthy Meals Direct reserves the right to terminate your account and your access to the website for any reason without any advance notice. (Reasons for termination include but are not limited to 1) abusing a permanent discount and extending to additional parties that should not qualify 2) not using the website for purchasing meals. 3) inactivity after non-use for an extended period of time such as 3 years.)

13. Overview of Agreement: These terms constitute the entire agreement between you and Healthy Meals Direct. Neither party shall be bound by any conditions, definitions, warranties, or representations with respect to any other terms or conditions except as expressly provided in these written terms.