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7. The Company shall use commercially reasonable efforts to restrict unauthorized access to our data and files. However no system whether or not password protected can be entirely impenetrable. You acknowledge that it may be possible for an unauthorized third party to access, view, copy, modify, or distribute the data and files you store using the Site. Use of the Site is completely at your own risk.

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12. You agree to indemnify and hold the Company and each of its directors, officers employees, and agents, harmless from any and all liabilities, claims, damages and expenses, including reasonable attorney's fees, arising out of or relating to (i) your breach of this Agreement, (ii) any violation by you of law or the rights of any third party, (iii) any materials, information, works and/or other content of whatever nature or media that you post or share on or through the Site, (iv) your use of the Site or any services that the Company may provide via the Site, and (v) your conduct in connection with the Site or the services or with other users of the Site or the services. The Company reserves the right to assume the exclusive defense of any claim for which we are entitled to indemnification under this Section. In such event, you shall provide the Company with such cooperation as is reasonably requested by the Company.

13. The provisions of these Terms of Use are for the benefit of the Company, its subsidiaries, affiliates and its third party content providers and licensors, and each shall have the right to assert and enforce such provisions directly or on its own behalf.



14. This agreement shall be governed by and construed in accordance with the laws of the State of Massachusetts, without giving effect to any principles of conflicts of law. You further submit to the exclusive jurisdiction of the state and federal courts sitting in Boston, Massachusetts. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

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Please also review the Terms of Use at heatherbuda.com which also govern use of this Site.

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The Site's various mailing lists, downloads, special offers, contests, registration forms, and surveys may request that you give us contact information such as your name, mailing and/or e-mail address, demographic information such as your age and gender, and personal preference information such as your



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The Company may disclose user information in special cases when we have reason to believe that disclosing this information is necessary to identify, contact or bring legal action against someone who may be causing injury to or interference (either intentionally or unintentionally) with the Company's rights or property, other users of the Site, or anyone else that could be harmed by such activities.

Children Age 13 and Under: The Company recognizes the special obligation to protect personally identifiable information obtained from children age 13 and under. AS SUCH, IF YOU ARE 13 YEARS OLD OR YOUNGER, THE COMPANY REQUESTS THAT YOU NOT SUBMIT ANY PERSONAL INFORMATION TO THE SITE OR TO THE COMPANY. If the Company discovers that a child age 13 or younger has signed up on the Site or provided us with personally identifiable information, we will delete that child's identifiable information from our records.

The Company nonetheless encourages parents to go online with their kids. Here are a few tips to help make a child's online experience safer:

1. Teach kids never to give personal information, unless supervised by a parent or responsible adult. Includes name, address, phone, school, etc.
2. Know the sites your kids are visiting and which sites are appropriate.
3. Look for Website privacy policies. Know how your child's information is treated.
4. Check out the FTC's site for more tips on protecting children's privacy online

Use of Cookies: Cookies are pieces of information that a website transfers to an individual's computer hard drive for record keeping purposes. Cookies make using our Site easier by, among other things, saving your passwords and preferences for you. These cookies are restricted for use only on our Site, and do not transfer any personal information to any other party. Most browsers are initially set up to accept cookies. You can, however, reset your browser to refuse all cookies or indicate when a cookie is being sent. Please consult the technical information relevant to your browser for instructions. If you



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Malware/Spyware/Viruses: Neither the Company nor the Site knowingly permit the use of malware, spyware, viruses, and/or other similar types of software.

Links to External Sites: The Company is not responsible for the content or practices of third party websites that may be linked to the Site. The Company is also not responsible for any information that you might share with such linked websites. You should refer to each website's respective privacy policy and practices prior to disclosing any information.

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Via email: heatherbudanutrition@gmail.com

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