**Coaching Services Informed Consent, Disclosure Waiver and Release of Liability and Terms of Service Agreement**

**Last Updated: May 11th, 2019**

Welcome to LifeBase. We believe that transparency is the key to any healthy relationship. We appreciate that you trust us with information that is important to you, the “User” (collectively referred to throughout as “I”, “you”, “me”, “my” or “myself”), and we want to be transparent about how we use it. We appreciate that you have chosen to use one of our services. You will learn about the coaching services, platform suggestions, cancellation policies, data we collect, how we use it, the controls we give you over your information, and the measures we take to keep it safe.

LifeBase Solutions LLC (“LifeBase”) and Southside Sports Nutrition, LLC and their current and future owners, parents, affiliates and subsidiaries, including, but not limited to ekin Nutrition LLC (“ekin” or “ekin Nutrition) (collectively referred to throughout as “LifeBase,” “we”, “us” or “the Company”), offer a variety of products and services, including the LifeBase and ekin Nutrition application(s), coaching dashboard, macro exchange tracker app, hardware, coaching services, platform suggestions, cancellation policies, software, APIs, products, blogs, applications, devices, hardware, content and other technology products and services; our e-commerce websites and applications and all other current and future digital products and service offerings we make available, including any products and services provided in collaboration with our partners (collectively referred to throughout as, the “Services”). We are driven to create Services that enhance the lives and performance of all wellness seekers and athletes everywhere, and thatʼs why we refer to online and offline community members as “athletes.”

These Terms and Conditions of Use (collectively referred to throughout as “Terms”, “TOS” or “Agreement”) govern your access to and use of our Services. Please read the Terms carefully before using our Services, as they are a legally binding contract between you and LifeBase. Your access and use of the Services (regardless of whether you create an account with us), constitutes your agreement to these Terms and our Privacy Policy, which is incorporated into the Terms. Stated alternatively, if you disagree with any part of the Terms, then you are not permitted to use our Services. Further, by accessing and using our Services, you understand and agree that your Personal Data (as that term is defined in our Privacy Policy) and User-Generated Content that is shared with a Service may also be shared among the entirety of LifeBase and its other Services.

Please contact us through our Support Team if you have any questions via email at support@lifebase.solutions.

**COACHING SERVICES**

I acknowledge, fully understand and accept that the Nutrition Platform (“Platform”) enables one to one Coaching Services. I will receive automated Coaching from the Platform and the Platform will enable me to communicate with a live health, fitness, or wellness Coach (collectively “Coaching Services”) that is non-medical in nature. My personal nutrition coach (“Coach”) will typically be someone with which I have contracted for his or her services. However, Coaches may be provided by third parties, such as my employer, insurance company, or by third-party Coaching service providers (“Coach”). I understand, certify, consent and agree that during and after voluntarily signing up for the Platform and participating in Coaching Services from LifeBase the following:

* The Platform is designed to allow me to improve and make informed decisions about my health, but the Coaching Services are not meant to take the place of a primary care physician, they are not a substitute for a medical examination and neither my Coach or the Platform functions as a physician, to diagnose or treat disease, nor do these services replace the necessary services of a licensed physician. A nutrition consultation as provided by a Coach does not constitute a medical service or health care treatment. I am strongly encouraged that in addition to any health consultation, that I maintain a relationship with one or more physicians qualified to care for my health condition(s).
* It may be important to alert my primary healthcare provider to the fact that I’m consulting with my Coach as an adjunct to traditional care. Coaching Services may alter the need or efficacy of medications therefore it is imperative to fully disclose all medications and supplements at the initial consultation andto my primary healthcare provider. The Coaching Services provided are not considered to be medical advice and that I am encouraged to continue to pursue medical care with my healthcare provider.
* I assume all responsibility and any risks associated with the nutritional choices that I make. I agree to hold the Company harmless and release them from any liabilities associated with suggestions and information given by them to me relating to dietary changes or nutritional supplements. I specifically recognize and agree that I have been advised by the Company that dietary changes and/or the taking of nutritional supplements may have differing effects on individuals. I understand that with respect to changes in my diet or in my nutritional practices it is suggested that I consult with my physician and primary healthcare provider.
* I verify and confirm that I am physically healthy and have NOT been advised to NOT participate in the Platform by a qualified medical professional. I have NOT been advised to discontinue treatments with any other medical specialists or other health care providers. I assume full responsibility for any injuries or damages, known or unknown, sustained by participating in any Coaching Services and waive any claim I may have against Company
* My acceptance is being given prior to my Coach rendering any service, advice, and/or suggestions whatsoever.

**PLATFORM SUGGESTIONS**

I acknowledge, fully understand and accept that the suggestionsof the Platform are based upon a combination of the Company’s nutrition and health coaching education and knowledge of natural health literature and the company makes no representations, claims, or guarantees regarding the efficacy of suggestions. Individualized suggestions are offered and applied as an educational and informative consultation. Any action taken as a result of the consultation is done at the sole discretion and risk of User.

The Company provides no guarantee or assurances that through Coaching Services, I will achieve my wellness goals, lose weight, or overcome or avoid health issues, such as cardiovascular disease or diabetes. I acknowledge, fully understand and accept that the platform has limitations including, but not limited to:

* The nutritional food database utilized by the Platform is provided by a third-party and as such should not be assumed accurate.
* The suggestions provided by the platform, including but not limited to food suggestions or macro changes are based upon a number of data points, including the accuracy of the input data by the User and as such, cannot be assumed reliable.
* The Platform automatically reviews and creates scores, including but not limited to a Compliance Score, based upon the input data by the User. These scores accuracy are limited by a number of factors including the accuracy of the input data by the User and therefore cannot be assumed to be reliable, nor can obtaining specific Compliance Scores guarantee the user goals may, can or will be achieved.

**DATA AND INFORMATION**

I have reviewed, acknowledge, fully understand and accept theCompany Privacy Policy <https://dashboard.ekinnutrition.com/privacyoverview.html> (“Privacy Policy”), which includes, but is not limited to: Information We Collect, How We Use Information, Control: Your Choices, Rights To Access Your Personal Data, Data Retention, Analytics And Advertising Services Provided By Others, Our Policies For Children, How We Secure Information, Risks and Considerations, Business Transactions, Key Definitions and VU Information and I understand that:

* The use of the Coaching Services, will allow the Company to collect information about such use, including but not limited to: the plan, goals, and actions I record with my Coach, food entries and results, my calendar events, communications with my Coach, notes my Coach records about me, and other information submitted by me or my Coach. This information also can generally be categorized as Registration Information, Self-Reported Information, and/or User Content (collectively called Volunteered User Information or “VU Information”) as found in the Privacy Policy (“Privacy Policy”) <https://dashboard.ekinnutrition.com/privacyoverview.html> or in the full Privacy Statement (“Privacy Statement”).
* Periodically (generally weekly) I will measure my body on a bioelectrical impedance, body composition analyzer (“Analyzer(s)”) that utilizes a direct segmental multi-frequency analysis method, to provide data to the Platform. The Company exclusively owns the rights to my data generated by the Analyzer(s) and I allow the Company to hereby perpetually convey, assign, and exclusively license all rights of use to the Entity User Data (“the Data”) and Entity data derived, generated or outputted from the Analyzer(s), including, but not limited, to the Analyzer(s) and the Data used in conjunction with the Platform, collectively also called the VU Information. These rights will survive the expiration or termination of this User Agreement.
* My consent will continue forever for both my identified data and de-identified data, unless I cancel my consent to my non de-identified data, in writing to the Company atLifeBase Solutions LLC 4800 S Louise Ave #300, Sioux Falls, SD 57106 or I use the Platform account settings and tools to withdraw my consent including by stopping the use of the Platform, removing my access to a third-party service, or deleting my non de-identified data or my account. However, this will not affect any information that has already been disclosed.
* A person to whom records and information are disclosed pursuant to this User Agreement, may not further use or disclose the medical information unless additionalauthorization is obtained from me or unless such disclosure is specifically required or permitted by law.
* I grant the Company the right and permission to take, use, re-use, publish, and republish photographic portraits or pictures of me or in which I may be included, in whole or in part, or composite or distorted in character or form, without restriction as to changes or alterations, in conjunction with my name or a fictitious name, or reproductions thereof in color or otherwise, made through any medium at the Company, and in any and all media now or hereafter known for illustration, promotion, art, editorial, advertising, trade, or any other purpose whatsoever, both separately and collectively in conjunction with my VU Information. I also consent to the use of any published matter in conjunction therewith. I hereby waive any right that I may have to inspect and approve the finished product or copy that may be used in connection with an image that the Company has taken, or the use to which it may be applied. I further release the Company from any claims for remuneration associated with any form of damage, foreseen or unforeseen, associated with the proper commercial or artistic use of these images unless it can be shown that said reproduction was maliciously caused, produced and published for the sole purpose of subjecting me to conspicuous ridicule, scandal, reproach, scorn and indignity. I acknowledge that the photos, if any, were taken in a completely proper and highly professional manner, and this release in advance is willingly signed.

**TERMINATION OR CANCELLATION OF PREMIUM SERVICES**

I have reviewed, acknowledge, fully understand and accept theCancellation Policy. Services and membership programs are collectively referred to as “Premium Services”. The Cancellation Policy is as follows:

* If you do not pay the fees or charges due for your use of the Premium Services, we may make reasonable efforts to notify you and resolve the issue; however, we reserve the right to disable or terminate your access to the Premium Services (and may do so without notice). You can cancel the Premium Services at any time. Once you have cancelled your Premium Service and received confirmation, no other changes can be made to your account. The cancellation of a Premium Service will go into effect at the end of your current billing cycle, and you will have the same level of access to the Premium Service through the remainder of such billing cycle. For example, if you are billed on a monthly basis and cancel during a given month, you will be charged for the entirety of that month and maintain access to the Premium Service through the end of that month. There are no refunds for termination or cancellation of your Premium Service. If you no longer wish to subscribe to a Premium Service, it is your responsibility to cancel your Premium Service in due time, regardless of whether or not you actively use the Premium Service.

**USER CERTIFIES AND RELEASES**

I certify that I am not a minor, and am free and able to give such consent. In consideration for being allowed to utilize the Platform, on behalf of myself and my next of kin, heirs and representatives, I release from all liability and promise not to sue the Company and its employees, officers, directors, volunteers and agents from any and all claims, including claims of negligence, resulting in any physical or psychological injury (including paralysis and death), illness, damages, or economic or emotional loss I may suffer. I agree to hold the Company harmless from any and all claims, including attorney’s fees, that may occur. If the Company incurs any of these types of expenses, I agree to reimburse the Company. If I need medical treatment, I agree to be fully financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance. I understand the legal consequences of signing this document, including (a) releasing the Company from all liability, (b) promising not to sue the Company, (c) and assuming all risks of utilizing the Platform. I understand that this document is written to be as broad and inclusive as legally permitted by the State of South Dakota. I agree that if any portion is held invalid or unenforceable, I will continue to be bound by the remaining terms. I have read this document, and I am signing it freely. No other representations concerning the legal effect of this document have been made to me.

The Company reserves the right, in its sole discretion, to cancel, remove, modify, orsuspend the User from the Platform for any reason whatsoever or for no reason. Any and all disputes, claims, and causes of action arising out of or in connection with the use of the Platform, shall be resolved individually, without resort to any form of class action.

BY **Clicking Acceptance (Accepting)** THIS AGREEMENT, I CERTIFY THAT I AM OVER 18 YEARS OF AGE. I CERTIFY THAT I HAVE READ THIS DOCUMENT AND FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A VOLUNTARY SERVICE AND I AM AGREEING TO THE USER AGREEMENT AND RELEASE OF LIABILITY.

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Platform User’s Name/Date/Signature

Parent Signature (If athlete is under 18 years of age)

(signature)

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Printed Name

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