

Wahls Protocol™ Programs Seminar Terms and Conditions

These Terms and Conditions shall govern Seminar Services performed by Dr. Terry Wahls LLC (“Wahls Seminar”) and set out the responsibilities and obligations of the Attendee. By clicking “I Agree” below and registering for a Wahls Seminar, you are entering into a legally binding agreement with Dr. Terry Wahls, LLC, an Iowa Corporation (“Wahls”). These Seminar Terms and Conditions are incorporated by reference into and are an integral part of the Wahls Protocol® Programs Agreement, which can be found at <http://terrywahls.com/terms-conditions/>.

1. **Scope of Service.** Upon registration and payment for a Wahls Seminar, Wahls will provide to Attendee a seminar in the area of functional medicine. The scope of services rendered by Wahls pursuant to this Agreement shall be solely limited to those described herein and provided for on Wahls’ website as part of the Wahls Seminar. Wahls reserves the right to substitute services equal to or comparable to the Wahls Seminar for Attendee if the need arises.
2. **Registration.** Attendee registration for Wahls Seminars is provided at www.terrywahls.com.
3. **Price.** Attendee shall compensate Wahls \$1247.00 for early bird registration (registration by May 21), \$1497.00 for standard registration (registration between May 22 and June 30), and \$1797.00 for late registration (registration after July 1) as the fee for the Wahls Seminar.
4. **No Doctor-Patient Relationship.** NO LICENSED DOCTOR/PATIENT RELATIONSHIP OR MEDICAL PROFESSIONAL-PATIENT RELATIONSHIP IS CREATED BY USING INFORMATION PROVIDED BY OR THROUGH THE USE OF THE WAHLS SEMINARS OR THROUGH ANY OTHER COMMUNICATIONS FROM WAHLS.
5. **No Medical Advice.** THE INFORMATION PROVIDED IN THE WAHLS SEMINAR IS NOT INTENDED AS A SUBSTITUTE FOR, NOR DOES IT REPLACE, PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. DO NOT DISREGARD, AVOID OR DELAY OBTAINING MEDICAL ADVICE FROM A QUALIFIED HEALTH CARE PROFESSIONAL BECAUSE OF INFORMATION YOU MAY HAVE RECEIVED FROM THE WAHLS SEMINARS. DO NOT USE THE WAHLS SEMINARS FOR MEDICAL NEEDS. IF YOU EXPERIENCE A MEDICAL EMERGENCY, CALL 911. ATTENDEE’S USE OF INFORMATION PROVIDED BY THE WAHLS SEMINAR IS SOLELY AT ATTENDEE’S OWN RISK. NOTHING STATED IN THE WAHLS SEMINAR OR AVAILABLE THROUGH ANY SERVICES IS INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, THE PRACTICE OF MEDICINE OR THE PROVISION OF MEDICAL CARE. Attendee is 100% responsible for their progress and results from the Wahls Seminar. Attendee is a vital element to the success of the Wahls Protocol Diet and Wahls cannot control Attendee. Wahls makes no warranties, representations, or guarantees whether verbally or in writing regarding performance of this Agreement other than those specifically enumerated herein. Wahls expressly disclaims the implied warranties of titles, merchantability, and fitness for a particular purpose. Wahls makes no guarantee or warranty that the Wahls Seminar will meet Attendee’s requirements or that all attendees will achieve the same results.
6. **Cancellation by Attendee.** All cancellations by Attendee must be provided to Wahls in writing at customerservice@terrywahls.com. NO REFUNDS WILL BE GIVEN. In the event of cancellation, Attendee will be given a pre-recorded Wahls Seminar. Attendee is solely responsible for a

cancellation of hotel, airline, and/or car rental reservations. Wahls is not responsible for any consequential or other losses resulting from Attendee's cancellation of the Seminar.

7. **Cancellation by Wahls.** In the unlikely event of Wahls' cancellation, or if specific speakers are cancelled, the seminar will be continued with alternative speakers and prerecorded material as needed to conduct the live event. Alternatively, if the entire live seminar is cancelled, Attendee will be provided access to a pre-recorded version of the specific Wahls Seminar. NO REFUNDS WILL BE GIVEN. Wahls is not responsible for any consequential or other losses resulting from Wahls cancellation of the Seminar.
8. **Ownership of Materials.** Wahls is the sole and exclusive owner and shall retain all right, title, and interest in and to all tangible and intangible work products provided to Attendee with respect to the Wahls Seminar including, without limitation, all documents in electronic or any other form ("Materials"). Wahls grants Attendee a limited right to use the Materials pursuant to this Agreement for Attendee's internal, non-commercial use only. Attendee shall not reproduce, use, display, perform, publish or distribute, including by sale or license, in whole or in part, any Materials without the express written consent of Wahls.
9. **Use of Wahls Seminar Recordings.** Attendee consents to recordings being made of the Wahls Seminar. Wahls reserves the right to use, at its sole discretion, course materials, videos and audio recordings of the Wahls Seminar, and materials submitted by Attendee in the context of the Wahls Seminar for future lecture, teaching, and marketing materials, and further other goods/services provided by Wahls, without compensation to Attendee. Attendee consents to its name, voice, and likeness being used by Wahls for future lecture, teaching, and marketing materials, in addition to other goods/services provided by Wahls, without compensation to Attendee.
10. **Use of Name and Marks.** Seminar attendance shall not result in any certification or authorization to use the Wahls name and trademarks. All content included or available in the Wahls Seminars is © Dr. Terry Wahls LLC with all rights reserved, or is the property of Wahls and/or third parties protected by intellectual property rights. Any use of materials or Information in the Wahls Seminar, including reproduction, modification, distribution, replication, or other commercial exploitation of any kind, without prior written permission is strictly prohibited.

WAHLS PROTOCOL®, WAHLS™ DIET, WAHLS PALEO PLUS™, and WAHLS PALEO DIET™ are trademarks of Dr. Terry Wahls LLC. These trademarks may not be used without express written permission. In certain circumstances, permission will be given to certain Attendees to use the Wahls name and trademarks.

All other trademarks displayed in the Wahls Seminar are the trademarks of their respective owners and constitute neither an endorsement nor a recommendation of those trademark owners. In addition, such use of trademarks or links to the web sites of vendors is not intended to imply, directly or indirectly, that those vendors endorse or have any affiliation with Wahls.

11. **Limitation of Liability.** OTHER THAN SPECIFICALLY PROVIDED HEREIN, WAHLS SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, AND IN PARTICULAR WAHLS SHALL NOT BE LIABLE FOR ANY

SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOSS OF REVENUE, OR LOSS OF USE, ARISING OUT OF OR RELATED TO THE WAHLS SEMINARS OR THE INFORMATION CONTAINED IN IT, WHETHER SUCH DAMAGES ARISE IN CONTRACT, NEGLIGENCE, TORT, UNDER STATUTE, IN EQUITY, AT LAW, OR OTHERWISE, EVEN IF WAHLS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. **Indemnification.** Attendee shall indemnify and hold Wahls, its affiliates, officers, contractors, consultants, experts, and employees harmless from any claim or demand, including reasonable attorneys' fees and costs, made by any third party due to or arising out of Attendee's use of a Wahls Seminar, the violation of this Agreement by Attendee, or infringement by Attendee of any intellectual property.
13. **Controlling Agreement.** In the event of any conflict between the provisions contained in this Agreement and any marketing materials used by Wahls, its affiliates, officers, contractors, consultants, experts, and employees, the provisions in this Agreement shall be controlling.
14. **Choice of Law/Venue.** This Agreement shall be deemed made and entered into in the State of Iowa and shall be governed and construed under and in accordance with the laws of the State of Iowa, excluding its conflict of law rules. The parties agree to try to amicably resolve any disputes arising out of or relating to this Agreement by themselves. Dr. Terry Wahls LLC and Attendee agree to work between themselves for a minimum of sixty (60) days to solve any disputes. If after 60 days, the dispute cannot be resolved, Wahls and Attendee agree to submit disputes to a confidential non-binding mediation with a mediator agreed upon by both parties. Mediation will take place in Johnson County, Iowa. Prior to the beginning of the mediation process, Wahls and Attendee may agree that if there is one or more disputed items that remain unresolved at the end of the mediation, the parties will proceed with confidential binding arbitration, again with a mutually agreed upon arbitrator. If the parties cannot agree upon an arbitrator, then each party will choose an arbitrator and those two arbitrators will agree upon a third person to serve as a three person arbitration panel.
15. **Non-Disparagement.** In the event that a dispute arises between Wahls and Attendee or a grievance by Attendee, the only venue for resolving such a dispute shall be in the venue set forth herein below. In the event of a dispute between the Parties, neither Party will engage in any conduct or communications, public or private, designed to disparage the other.
16. **Survivability.** The ownership, non-circumvention, non-disparagement, proprietary rights, and any other provisions that by their sense and context the parties intend to have survive, shall survive the termination of this Agreement for any reason.
17. **Severability.** If any of the provisions contained in this Agreement, or any part thereof, is hereafter construed to be invalid or unenforceable, the same shall not affect the remainder of such provision or any other provision contained herein, which shall be given full effect regardless of the invalid provision or part thereof.

18. **Other Terms.** Upon execution by checking the box "I agree," or emailing a statement of agreement, or signing below, or on the reverse of this document, the Parties agree that any individual, associate, and/or assignee shall be bound by the terms of this Agreement. A facsimile, electronic, duplicate or e-mailed executed copy or acceptance of this Agreement, with a written or electronic signature or statement, shall constitute a legal and binding instrument with the same effect as an originally signed copy.