



Nudge Fit Terms of Service

Nudge Fit, DBA The Nudge and its affiliates (collectively, “TheNudge, LLC”) provides all information on this site (together with all content and the underlying source HTML files that implement the hypertext features, collectively this “Site”) exclusively under the following Terms and Conditions and all applicable laws:

1. OWNERSHIP, LICENSE, & RESTRICTIONS ON USE:

(1.1) All rights, title and interest (including all copyrights, trademarks and other intellectual property rights) in this Site belong to TheNudge, LLC, DBA The Nudge. In addition, the names, images, pictures, logos and icons identifying TheNudge LLC, DBA The Nudge and services are proprietary marks of TheNudge LLC and/or its subsidiaries or affiliates. Except as expressly provided below, nothing contained herein shall be construed as conferring any license or right, by implication, estoppels or otherwise, under copyright, trademark or other intellectual property rights.(1.2) You are hereby granted a non-exclusive, non-transferable, limited license to view this Site, and to download and/or print insignificant portions of materials retrieved from this Site provided (a) it is used only for informational, non-commercial purposes, and (b) you do not remove or obscure the copyright notice or other notices. Except as expressly provided above, no part of this Site, including but not limited to materials retrieved there from and the underlying code, may be reproduced, republished, copied, transmitted, or distributed in any form or by any means, without the express written permission of TheNudge LLC.

2. GOVERNING LAWS IN CASE OF DISPUTE; JURISDICTION:

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Kansas, USA, as they apply to agreements made and solely performed therein. Disputes arising hereunder or in any way related to this Site shall be exclusively subject to the jurisdiction of the Federal Courts of the United States of America and/or the State Courts of Kansas, and jurisdiction therefore shall rest solely in Kansas, USA.

3. DISCLAIMERS:

(3.1) THIS SITE IS PROVIDED ON AN “AS IS”, “AS AVAILABLE” BASIS AND THENUDGE LLC, DBA THE NUDGE EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THENUDGE LLC, DBA THE NUDGE DOES NOT WARRANT OR REPRESENT THAT ANY MATERIAL ON THIS WEBSITE IS ACCURATE, COMPLETE, CURRENT, RELIABLE, OR ERROR-FREE.

(3.2) TheNudge LLC, DBA The Nudge disclaims all responsibility for any loss, injury, claim, liability, or damage of any kind resulting from, arising out of, or in any way related to (a) any errors in or omissions from this Site, including but not limited to technical inaccuracies and typographical errors, (b) any third party websites or content therein directly or indirectly accessed through links in this Site, including but not limited to any errors in or omissions there from, (c) the unavailability of this Site or any portion thereof, (d) your use of this Site, or (e) your use of any equipment or software in connection with this Site.

4. LIMITATION OF LIABILITY OF A COVERED PARTY:

(AS DEFINED BELOW) SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS’ FEES AND LOST PROFITS OR SAVINGS) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THIS SITE, INCLUDING ITS CONTENT, REGARDLESS OF ANY NEGLIGENCE OF ANY COVERED PARTY. “Covered Party” means TheNudge LLC, DBA The Nudge and its services, affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any of them.

5. LINKS TO THIRD PARTY SITES:

TheNudge LLC, DBA The Nudge provides links to third party web sites for your convenience. TheNudge LLC, DBA The Nudge does not assume any responsibility for the (i) content of, (ii) technology implemented by, or (iii) privacy practices of third party sites and all use is at your own risk. You should review the privacy policy and terms of use for each third party site and confirm they are acceptable prior to registration on or use of the site. Links to third party sites do not imply endorsement of the sites by TheNudge LLC, DBA The Nudge.

6. CHANGES TO SITE AND THESE TERMS AND CONDITIONS:

This Site and these Terms and Conditions may be changed by TheNudge LLC, DBA The Nudge with or without notice. Please review this link on a regular basis for changes. Continued use of this Site following any change constitutes your acceptance of the change.

7. ENTIRE AGREEMENT; SEVERABILITY:

These Terms and Conditions incorporate by reference any notices contained on this Site and constitute the entire agreement with respect to your access to and use of this Site. If any provision of these Terms and Conditions is unlawful, void or unenforceable, then that provision shall be deemed severable from the remaining provisions and shall not affect their validity and enforceability.

8. RETURNS & REFUNDS:

TheNudge LLC, will not accept returns. According to FDA Policy Sec. 460.300, I acknowledge that I cannot return or receive refunds for medications and/or injections once the medications/injections have been ordered. If you have any issues or concerns with your order, this will be between the purchaser and the outsourced compounding pharmacy according to their policies. **The Nudge LLC will not facilitate replacements.** Nudge Fit, a service owned by The Nudge LLC, cannot be held responsible for any shipment issues, damages, delays, delivery notifications, etc.

9. MESSAGES, BLOGS & SHARING:

TheNudge LLC, DBA The Nudge may, now or in the future, allow users to post, upload, transmit through, or otherwise make available on the Site (collectively, "submit") messages, receipts, text, illustrations, personal stories, reviews, illustrations, files, graphics, photos, comments, sounds, music, videos, information, content, or other materials ("User Content"). TheNudge LLC, DBA The Nudge is not responsible for User Content for any links or images embedded in the User Content, or for the results obtained by using the User Content. TheNudge LLC, DBA The Nudge does not endorse or warrant, and is not responsible for the accuracy, timeliness, completeness, or reliability of any opinion, advice, or statement contained in User Content. Under no circumstances will TheNudge LLC, DBA The Nudge be liable for any loss or damage caused by reliance on the Site, User Content or information or materials obtained through User Content.

You shall not submit any User Content that is protected by copyright, trademark, patent, trade secret, moral right, or other intellectual property, personal, contractual, or property right of a third party without the owner's express permission. You are solely liable for any damages resulting from your failure to obtain consent. You shall not submit content that (a) violates or infringes the rights of others; (b) is unlawful, defamatory, threatening, harassing, abusive, libelous, invasive of privacy or publicity rights, vulgar, obscene, pornographic, profane, lewd, lascivious, excessively violent, or otherwise objectionable; (c) encourages criminal conduct or conduct that gives rise to civil liability or otherwise violates any law; (d) advertises goods or services; (e) solicits funds; (f) contains instructions, formulas, or advice that could harm or injure; or (g) is a chain letter of any kind.

User Content, including any personally identifiable information (including as name, address, telephone number, or email address), is accessible to other users, including people you may not know. Making this information available may result in receiving unsolicited emails or of other users sharing Your information. You should use discretion when communicating with others or disclosing personal information. TheNudge LLC, DBA The Nudge has no control over and shall have no liability for any damages resulting from the use or misuse by any third party of information that you make public by submitting it. If you choose to make personally identifiable information available you do so at your own risk.

By submitting User Content, you automatically grant TheNudge LLC, DBA The Nudge a world-wide, royalty-free, perpetual, irrevocable, non-exclusive, fully sublicensable and transferable, right and license to use, record, sell, lease, reproduce, distribute, create derivative works, from publicly displaying or perform, transmit, publish, and otherwise exploit the User Content, in whole or part as TheNudge LLC, DBA The Nudge deems appropriate including, but not limited to, in connection with TheNudge LLC, DBA The Nudge, or its subsidiaries' or affiliates', business.

TheNudge LLC, DBA The Nudge has the right, but not the obligation, to monitor the User Content. We reserve the right not to post any User Content, but we do not have an obligation to post, maintain, screen or otherwise use User Content. We may discontinue the ability to submit User Content at our own discretion.

The User is responsible for evaluating the accuracy, timeliness, and completeness of all content on the Site including User Content.

10. PRODUCT & SERVICE AVAILABILITY IN FOREIGN COUNTRIES:

This Site may contain references or cross references to Empower Pharmacy products and services that are not available in every country.

11. IF YOU DO NOT AGREE...

IF THESE TERMS AND CONDITIONS ARE NOT ACCEPTABLE IN FULL, YOU MUST IMMEDIATELY TERMINATE YOUR USE OF THIS SITE AND SERVICES.