

TERMS OF SERVICE AGREEMENT

Bloom Nutrigenomics

Effective Date: March 20, 2025

By accessing **bloomnutrigenomics.co** (the "Site"), you agree to and accept these **Terms of Service** (the "Agreement").

If you do not agree to these Terms, you must immediately discontinue use of this Site and any services provided by Bloom Nutrigenomics.

0. ACCEPTANCE OF TERMS

"By accessing and using this Site, you acknowledge that you have read, understood, and agreed to these Terms of Service. Continued use of our Site and services constitutes your acceptance of these Terms. You also affirmatively agree that these Terms constitute a binding legal agreement enforceable against you. If you do not agree, you must immediately discontinue use of this Site and services."

1. OVERVIEW

Bloom Nutrigenomics ("Company," "we," "us," or "our") provides **licensed functional nutrition services, health and wellness consultations, and educational resources** through this Site. These Terms govern your **access, use, and purchases** related to our website, services, programs, and digital content.

By using our Site and services, you:

- **Accept** these Terms of Service
- **Acknowledge** that Bloom Nutrigenomics operates under **Herbally Ashley, Inc.**
- **Agree** to follow all **applicable U.S. federal and Florida state laws**

We reserve the right to modify these Terms at any time. Updates will be posted on this page, and continued use of our Site means you **accept the updated Terms.**

2. SITE USE & ELIGIBILITY

- You must be **18 years or older** to use this Site.
- You must provide **accurate and up-to-date** information when signing up.
- You may not use this Site for **illegal or unauthorized purposes**.

Data Collection & Privacy Consent (GDPR, CCPA, HIPAA Compliance)

"By using our Site and services, you explicitly consent to:

- **The collection, processing, and storage** of your personal data in accordance with our **Privacy Policy**.
- **Receiving electronic communications** regarding your account, purchases, or updates to our services.
- **The use of cookies, tracking technologies, and data analytics tools** as described in our Privacy Policy.

Users may opt out of marketing communications by emailing **hello@bloomnutrigenomics.co."**

Prohibited Activities

- Posting offensive, defamatory, or misleading content
- Hacking, phishing, or interfering with Site security
- Sharing private health data in public forums

Right to Refuse Service

"We reserve the right to refuse service at our sole discretion. This includes cases where users:

- Violate these **Terms of Service**
- Engage in **fraudulent, abusive, or harassing** behavior
- Fail to comply with our **payment terms**
- Provide **false or misleading health information**

We may suspend or terminate access for violations of these Terms."

3. SERVICES & PURCHASES

By purchasing or signing up for services, you agree that:

- You are **entering into a voluntary agreement** with Bloom Nutrigenomics.
- Our services **do not replace** medical care (see **Section 8: Medical Disclaimer**).
- Payments are **final** and subject to our **Refund and Pause/Resume Policy**.

Your health investment may include:

- Consultations (**private and group coaching**)
 - **Functional Lab Testing** (GI-MAP, 3x4 Genetic Testing, and other lab tests)
 - **Licensed Medical Nutrition Therapy (MNT)**
 - **Community & Faith-Based Support**
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4. GOVERNING LAW & DISPUTE RESOLUTION

- These Terms are **governed by Florida state laws**, regardless of user location.
- By using this Site, you agree that disputes **shall be resolved exclusively** in Florida courts.
- **International clients** submit to **Florida jurisdiction** and waive objections related to foreign laws.

Mandatory Arbitration & Class Action Waiver

"Any disputes must be resolved through **binding arbitration** rather than court litigation.

- All arbitration shall be conducted under the **American Arbitration Association (AAA)** rules in Tallahassee, Florida.
- Users waive the right to **file class actions, collective lawsuits, or representative claims**.
- Each party will bear its own legal fees, and arbitration costs will be split **unless otherwise determined by the arbitrator**.
- The arbitrator **may not award punitive, special, or consequential damages**.

Users waive the right to request arbitration in any other jurisdiction outside of Florida.

If arbitration is found unenforceable, disputes will be **resolved exclusively in Florida courts**.

Exceptions: Users may file claims in **small claims court** if the claim qualifies under Florida law."

5. SOCIAL MEDIA & COMMUNICATIONS DISCLAIMER

- **User-generated content** on our social media does not guarantee specific results.
 - Engagement on social platforms **does not establish** a client-provider relationship.
 - **Do not share confidential health information** through social media.
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6. USER-GENERATED CONTENT POLICY

By submitting **testimonials, comments, or social media posts**, you grant Bloom Nutrigenomics a:

- **Non-exclusive, royalty-free, worldwide license** to use, modify, and display your content.
 - Right to **remove content** that violates laws or is defamatory.
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7. DIGITAL PRODUCTS & SERVICES DISCLAIMER

- We **do not guarantee** that our digital services will be **error-free or uninterrupted**.
- We are **not responsible** for system failures, delays, or disruptions caused by **third parties**.
- Users must maintain **compatible devices, browsers, and internet connections**.

If you experience technical issues, contact us at **hello@bloomnutrigenomics.co**.

8. FULL MEDICAL DISCLAIMER

- **Bloom Nutrigenomics is NOT a medical practice.**
- Our recommendations are for **educational and informational purposes** only.
- Clients should **consult their healthcare provider** before making dietary or supplement changes.

No Guarantee of Results

"Bloom Nutrigenomics makes no representations or guarantees regarding the effectiveness of its services, consultations, nutritional advice, or functional lab testing. **Individual results vary** and depend on numerous factors beyond our control."

If you have a medical emergency, **call 911**.

Independent Responsibility for Health Choices

"Users acknowledge that:

- They are **solely responsible** for their health decisions and dietary choices.
- All **nutritional advice** is provided as general guidance, **NOT** as medical treatment.
- They **must inform** their healthcare provider of any dietary or supplement changes.

Bloom Nutrigenomics is not responsible for any health complications resulting from user choices."

9. AFFILIATE DISCLOSURE (FTC COMPLIANCE)

- Some links on our Site **are affiliate links**, meaning we may **earn a commission**.
- We **only recommend** products we believe in, regardless of affiliate relationships.
- Affiliate relationships will be **clearly disclosed**, per **FTC guidelines**.

Bloom Nutrigenomics is **not responsible** for third-party products or transactions.

10. REFUND, PAUSE & RESUME POLICY

- **Lab tests are non-refundable** once shipped.
- Payments are **final** and non-refundable after services begin.

Subscription-Based or Recurring Services

"For subscription-based or recurring services:

- Clients must provide at least **14 days' written notice** before the next billing cycle to cancel.
- Failure to cancel before the deadline **may result in continued charges**, which are non-refundable.
- If a payment fails, services will be **paused until the balance is settled**.

Users are responsible for managing their own subscriptions and billing preferences."

Chargeback Fraud Protection

- **Unauthorized chargebacks** will be disputed legally.
- Clients who **file fraudulent chargebacks** may face **collection efforts**.
- Disputes should be directed first to **hello@bloomnutrigenomics.co**.

Chargeback fraud may result in **permanent service bans**.

11. LIMITATION OF LIABILITY

- Bloom Nutrigenomics shall **not be liable** for:
- **Loss of income, business, or revenue**.
- **Adverse health outcomes** from recommendations.
- **Technical failures, service interruptions, or data breaches** beyond our control.

Third-Party Liability Waiver

"Bloom Nutrigenomics is not responsible for:

- Errors, delays, or **lost lab results** from third-party laboratories.
- Payment disputes, refunds, or chargebacks related to third-party payment processors (e.g., PayPal, Stripe).
- Defective, delayed, or **fraudulent products** purchased through **affiliate links** or third-party vendors.
- **Data breaches, unauthorized transactions, or service disruptions** caused by third-party providers.

Users acknowledge that **disputes with third-party providers** must be handled **directly with those companies**."

AI & Automated Content Errors

"Additionally, Bloom Nutrigenomics shall not be liable for:

- Any errors, omissions, or inaccuracies in **AI-generated content** or **automated reports**.
- The interpretation, misuse, or reliance on **health assessments, quizzes, or automated recommendations**.
- **Failure of third-party AI-driven tools**, chatbots, or analytics software used within our services.

Users acknowledge that **AI-powered insights are informational only** and should never replace professional medical advice."

11.1 NO IMPLIED WARRANTIES

"Bloom Nutrigenomics expressly disclaims all warranties, **express or implied**, including but not limited to:

- **Merchantability** (fitness of a product or service for ordinary use).
- **Fitness for a particular purpose** (guarantees of specific health benefits).
- **Non-infringement** (freedom from third-party claims over intellectual property).

All services are provided 'as-is' and 'as-available,' with **no guarantee** of uninterrupted or error-free operation. Users assume full responsibility for reliance on our recommendations."

12. FORCE MAJEURE (UNFORESEEN CIRCUMSTANCES)

- Bloom Nutrigenomics is **not liable** for delays or failures due to:
- **Natural disasters, cyberattacks, pandemics, war, or government actions.**
- **Internet disruptions, power failures, or third-party failures.**

New & Emerging Threats

"Additionally, Bloom Nutrigenomics shall not be liable for service disruptions caused by:

- **AI system failures**, algorithm malfunctions, or AI-driven content errors.
- **Blockchain**, cryptocurrency, or smart contract failures impacting payments or transactions.
- **Supply chain disruptions** affecting third-party labs, supplement providers, or affiliated services.

No refunds will be issued for force majeure events."

13. CHANGES TO TERMS

- We may **update these Terms** at any time.
- Major changes will be announced via **email** or **website notice**.

13.1 SURVIVAL CLAUSE

"Even after termination, the following provisions of these Terms shall remain in effect indefinitely:

- **Refund Policy** (Users cannot request refunds after cancellation).
 - **Arbitration & Governing Law** (Any past disputes must still be handled in Florida courts).
 - **Limitation of Liability** (Users may not hold us liable for past interactions).
 - **Intellectual Property Rights** (User-generated content submitted before termination remains under our license)."
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14. CONTACT INFORMATION

- **Email:** hello@bloomnutrigenomics.co
- **Website:** www.bloomnutrigenomics.co
- **Last Updated:** March 20, 2025

15. INDEMNIFICATION

"By using our Site or services, you agree to **indemnify, defend, and hold harmless** Bloom Nutrigenomics, its officers, employees, contractors, and affiliates from any claims, liabilities, damages, or expenses (including reasonable attorneys' fees) arising out of or related to:

1. Your **use or misuse** of the Site or services.
2. **Any breach** of these Terms of Service or violation of any law or regulation.
3. **Any third-party claims** that arise from content you submit, upload, or transmit through our Site or social media.
4. **Your violation** of any rights of another person or entity.

This obligation will survive the **termination** of your account or use of our services."