

TERMS OF SERVICE

Bloom Nutrigenomics

Effective Date: March 20, 2025

By visiting **bloomnutrigenomics.co** (the “Site”), you agree to and accept the terms of this **Terms of Service Agreement** (the “Agreement”).

1. OVERVIEW

Bloom Nutrigenomics (“Company,” “we,” “us,” or “our”) provides functional nutrition services, wellness consultations, and educational resources through this Site. These Terms govern your access and use of 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**. Any changes will be posted on this page, and continued use of our Site means you accept the updated Terms.

If you **do not agree** with these Terms, please do not use this Site or our services.

2. SITE USE & ELIGIBILITY

You may only use this Site if you:

- ✓ Are **18 years or older**
- ✓ Provide **accurate and up-to-date** information when signing up
- ✓ Do not use this Site for **illegal or unauthorized purposes**

Prohibited activities include:

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

We reserve the right to **terminate your access** if you violate 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 6: 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 laboratory tests or bloodwork review)
- **Nutritional Guidance**
- **Community & Faith-Based Support**

4. CLINICIANS' SCOPE OF PRACTICE & LICENSURE PROTECTION

A. No Medical Diagnosis, Treatment, or Emergency Care

Bloom Nutrigenomics provides **medical nutrition therapy, health and wellness consulting, mental health therapy, speech-language pathology therapy, and personal training/fitness coaching** as part of its services. These services are offered **within the legal scope of practice** for each discipline and are intended for **educational and wellness purposes only**.

- ✓ Our services **do not replace** medical care from a **licensed physician, psychiatrist, neurologist, or other healthcare provider**.
- ✓ We **do not diagnose, treat, cure, or prescribe medications** for any disease, disorder, or condition.
- ✓ Clients are responsible for maintaining care with their **primary healthcare provider** and should seek **licensed medical support** for any health concerns beyond the scope of our services.

B. Functional Nutrition & Wellness Services

- ✓ Our services are provided by **Licensed Florida Nutritionists** who are legally authorized to offer **Medical Nutrition Therapy (MNT)** under Florida law.
- ✓ **Medical Nutrition Therapy (MNT)** involves **personalized dietary interventions, nutrition assessments, and evidence-based nutrition counseling** for the management and prevention of chronic diseases.

- ✓ While we are licensed to provide MNT, our services **do not replace** medical care provided by a **physician or other licensed medical provider**.
 - ✓ We work **in collaboration with your healthcare team** to ensure a **comprehensive, integrative approach** to your well-being.
 - ✓ Clients are responsible for consulting their **primary healthcare provider** before making significant **dietary or supplement changes**, especially if managing **chronic conditions, taking prescription medications, or undergoing medical treatment**.
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C. Mental Health Counseling Services (If Selected as an Add-On)

- ✓ Mental health support is **provided by a Licensed Mental Health Counselor (LMHC) or Licensed Clinical Social Worker (LCSW)** in accordance with state laws.
 - ✓ Services are **educational and supportive** and **do not include diagnosis or treatment** of mental health disorders as defined by the **DSM-5**.
 - ✓ Mental health services are **not a substitute for psychotherapy, psychiatric care, or emergency mental health treatment**.
 - ✓ Clients experiencing a mental health crisis should seek **immediate help** by calling **911** or reaching out to a crisis hotline.
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D. Speech-Language Pathology (SLP) Services (If Selected as an Add-On)

- ✓ Speech-language services are provided by a **licensed Speech-Language Pathologist (SLP)** and follow **state and federal regulations**.
 - ✓ These services support **communication, speech, and swallowing health** but **do not replace** medical evaluations from an **ENT, neurologist, or gastroenterologist**.
 - ✓ Clients should seek **medical attention** for concerns requiring **diagnostic medical evaluations**, such as **persistent swallowing issues or neurological speech disorders**.
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E. Personal Training & Fitness Coaching (If Selected as an Add-On)

- ✓ **Fitness coaching and personal training services** are provided by **Certified Personal Trainers (CPTs) or Licensed Professionals** in accordance with industry standards.
- ✓ Recommendations focus on **general fitness, mobility, strength training, and exercise education**.
- ✓ Fitness coaching is **not a substitute for physical therapy, rehabilitation, or medical treatment** for injuries or chronic conditions.

✓ Clients should consult their **primary care provider** before engaging in new exercise programs, particularly if they have **pre-existing conditions, heart disease, or musculoskeletal injuries**.

F. Informed Consent & Client Acknowledgment

By using our services, clients acknowledge and agree that:

✓ All services are **educational and wellness-based** and **do not constitute medical treatment, physical therapy, or licensed rehabilitation**.

✓ They are responsible for seeking **licensed medical care** for conditions requiring **formal diagnosis, prescription, or treatment**.

✓ **Mental health services are not crisis or emergency intervention services**, and Bloom Nutrigenomics does not provide 24/7 support for mental health emergencies.

✓ **Personal training services are fitness-based** and do not diagnose or treat **injuries, chronic pain, or medical conditions**.

✓ Bloom Nutrigenomics, its practitioners, and affiliated professionals are **not liable** for injuries, health complications, or adverse effects resulting from participation in our services.

G. Emergency & Medical Disclaimer

If you are experiencing a **medical or mental health emergency**, please seek immediate assistance by:

✓ Calling **911**

✓ Visiting the nearest **emergency center**

✓ Contacting your **licensed medical professional**

5. REFUND, PAUSE & RESUME POLICY

A. Refund Policy

Due to the **customized nature** of our programs and the **upfront costs** of functional lab testing, **we do not issue refunds** once a purchase is made.

- Lab tests are **non-refundable** as they are shipped directly from the laboratory.
- Once services have commenced, payments are **final and non-refundable**.

B. Pause & Resume Policy

We understand that unforeseen circumstances may arise. If you need to **pause your participation**, you may **resume the program within 6 months** from the original start date, provided that:

- You notify us **in writing** at **hello@bloomnutrigenomics.co**
- Any completed lab tests and consultations **cannot be refunded or reissued**
- You resume participation at the stage where you left off

If the 6-month period passes without resumption, your enrollment will be **considered complete**, and no further services will be provided.

6. PRIVACY & DATA PROTECTION

Your privacy is important to us. By using our Site and services, you agree to our **Privacy Policy**.

- ✓ We follow **HIPAA, CCPA, and GDPR** guidelines to protect sensitive health data.
- ✓ Your data will **never be sold** to third parties.
- ✓ We use **secure platforms** (e.g., **Practice Better**) for health-related communications.

For details, read our **Privacy Policy**.

7. MEDICAL DISCLAIMER

- ✓ **Bloom Nutrigenomics is not a medical practice.** We do not diagnose, treat, or cure any disease.
- ✓ Our services are intended for **educational and informational purposes only**.
- ✓ Always consult your **licensed healthcare professional** before making health decisions.

By using our services, you acknowledge that:

- ✓ You are responsible for your own health choices.
 - ✓ No information provided is intended as **medical advice**.
 - ✓ Bloom Nutrigenomics is not liable for any health outcomes related to your participation.
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8. INTELLECTUAL PROPERTY RIGHTS

All **content, trademarks, and materials** on this Site are owned by **Bloom Nutrigenomics and Herbally Ashley, Inc.**

- ✓ You **may not** reproduce, modify, or distribute our materials without written permission.
- ✓ Any unauthorized use may result in **legal action**.

If you would like to request permission to use our content, please contact hello@bloomnutrigenomics.co.

9. PAYMENT & BILLING TERMS

By enrolling in our programs, you agree to:

- ✓ Pay the **full price** of your selected package.
- ✓ Allow Bloom Nutrigenomics to charge your **credit card on file** for recurring payments (if applicable).

Failure to complete payment may result in:

- ✗ **Late fees** or penalties
 - ✗ Suspension of services until payment is received
 - ✗ Legal collection efforts for outstanding balances
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10. LIMITATION OF LIABILITY

By using this Site and our services, you agree that:

- ✓ Bloom Nutrigenomics is **not liable** for any **direct, indirect, incidental, or consequential damages** related to your health or business decisions.
- ✓ We do not **guarantee specific health outcomes**, as every individual's results vary.
- ✓ In the event of **technical failures**, we are not responsible for service interruptions.

In no case shall **Bloom Nutrigenomics' total liability** exceed **\$100 USD**.

11. DISPUTE RESOLUTION & GOVERNING LAW

- ✓ This Agreement is governed by **Florida state laws**.
 - ✓ Any disputes will first be resolved through **good-faith negotiation**.
 - ✓ If unresolved, disputes will be settled through **binding arbitration** in **Tallahassee, FL**.
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12. SEVERABILITY CLAUSE

If any section of this Agreement is found **invalid or unenforceable**, the remaining terms will **remain in effect**.

13. CHANGES TO TERMS

We reserve the right to update these Terms at any time.

- ✓ Updates will be posted **on this page**.
 - ✓ If changes impact your services, we will notify you via email.
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14. CONTACT INFORMATION

If you have questions about these Terms, contact us at:

Email: hello@bloomnutrigenomics.co

Website: bloomnutrigenomics.co

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