**TERMS AND CONDITIONS OF USE**

Last updated on November 12, 2021.

**IMPORTANT: PLEASE READ THESE TERM AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE!**

This website (“Site”) is owned and operated by Michael Mohamed Sports Nutrition, a business operating under the laws of Ontario, Canada. In these Terms and Conditions of Use (“Terms”), “we”, “us” and “our” refer to Michael Mohamed Sports Nutrition and the terms “you” or “your” refer to any individual user of our Site.

It is your responsibility to carefully read these Terms prior to using our Site or purchasing or accessing any of our services, products, content, webinars, courses, resources, members platforms or (collectively, “Services”). These Terms govern and define your use of the Site and Services and are legally binding on you.

We reserve the right to update and change these Terms at any time and it is your responsibility to review these Terms periodically. You can review the most current version of our Terms at any time by visiting this page. Your continued use of or access to the Site and/or Services affirms your acceptance of any changes to our Terms.

**USE OF OUR SITE AND SERVICES**

**Acknowledgement and Consent to Terms**

When you accessed our Site, you were given reasonable notice that these Terms existed. By accessing and continuing to use our Site and/or Services, and by actively clicking the acknowledgement box agreeing to these Terms and our Privacy Policy, you are legally bound to these Terms and our Privacy Policy whether or not you have read them. If you do not agree with any of our Terms, please discontinue use of our Site and Services immediately. If you wish to have any of your personal information and/or access to our Site removed, you may email us at m5mohame@hotmail.com and we will make reasonable efforts to do so. More information about how we collect, process and store your personal information can be found in our [Privacy Policy.](https://docs.google.com/document/u/0/d/10_1zDtVwmf6dzD7Nhvnw7lxZ2tshdDGs1VYBLtuOwnE/edit)

**Minimum Age**

You warrant to us that you are at least 18 years old or the minimum legal age of majority in your province and/or country of residence to use our Site and/or Services. Using our Site and Services if you are under 18 years old or the minimum age in your province and/or country is a violation of use, and we reserve the right to terminate your access if it is discovered you are a minor.

**Prohibited Behaviour**

By using our Site, you agree not to misuse or tamper with our Site or Services, including but not limited to hacking, introducing viruses, trojans, worms, logic bombs or other technologically harmful material that would harm the functionality of, or jeopardize the security of our Site. We will immediately report any such breach or what we deem in our discretion to be harmful activities to the relevant law enforcement authorities. You agree to indemnify, defend and hold us harmless from any and all third-party claims, liability, damages and/or costs arising from your use and misuse of our Site and/or your breach of these Terms.

**Updates and Changes to Site**

While we aim to keep this Site as up-to-date as possible, we cannot guarantee that all content on our Site is entirely accurate, complete, or up to date. We reserve the right at any time to modify or discontinue, in whole or in part, any Services offered, or prices for Services on our Site, without notice, at any time. We are not liable to you or any third-party for any modification, price change, suspension or discontinuation of any Services.

**FEES AND REFUNDS**

**Fees**

Fees for our Services are as listed on our Site and are in CDN dollars. We reserve the right to change our Fees at any time and without notice.

**Refunds**

For those who are looking to obtain services from us, a refund policy will be shared with you. It is described in the client services agreement which must be signed in order to receive services from us.

**No Chargebacks**You acknowledge and agree that these Terms supersede the terms of use and refund policies of any third-party payment processor or platform used by us to administer the Services. You further agree to be responsible for any fees, including legal fees, incurred by us as a result of recouping payments owing to us as a result of your initiation of any chargeback.

**INTELLECTUAL PROPERTY AND OWNERSHIP OF RIGHTS**

**Intellectual Property Rights**

All images, text, designs, graphics, page layouts, icons, videos, logos, taglines, trademarks, copyright and service marks (collectively, “Intellectual Property”) are owned by us, unless attributed otherwise. All content on the Site is proprietary to us.

If you wish to use, publish or refer to any of our Intellectual Property, you must do so by first requesting permission by emailing us at m5mohame@hotmail.com. Permission is not granted until you receive such express permission in writing from us and any terms we outline for use, which may include you providing obvious credit to us and including a link back to the webpage on our Site and/or to the social media platform where our Intellectual Property was originally posted. In no event do you obtain any rights or ownership in our Intellectual Property, or may you claim that it is your own content or creation. If you become a client, additional information regarding intellectual property will be detailed in the client services agreement you must sign to receive services.

**Use of Materials**

When as part of our Services, you are provided with certain materials for your personal use such as free sports nutrition-related resources, you acknowledge that you do not obtain any ownership interest or other rights to the materials and all copyrights and intellectual property remain with us. As a condition of your use of any materials provided to you through this Site or Services, you may not, under any circumstances, reproduce, copy, modify, sell or use such materials except as it was originally intended when it was provided by us to you.

**Course, Guide or Program Use and License**

We may consider offering courses in the future. Subject to and in accordance with these Terms and any additional guidelines provided by us, upon purchasing a Course, Guide or Program (collectively, “Course”), we grant you a limited, non-transferable, non-assignable, non-exclusive, revocable license (“License”) to make individual use of the Course, including any Course updates. This License provides you the ability to view the Course in accordance with this License. Specifically, you may not modify, copy, reproduce, republish, upload, post, transmit, translate, sell, create derivative works, exploit or distribute in any manner or by any means (including by email, on any social media platform or other electronic means) any materials or content provided by us as part of the Course. You may however, from time to time, download and/or print the Course materials as needed for your personal and individual use only, and provided that you keep intact all copyright and other proprietary notices. You may not assign or transfer your obligations or rights granted under this section to any person at any time. We reserve the right at any time to revoke the License and terminate your access to the Course at any time if we, in our sole discretion, discover or determine that you have violated these Terms. We will make reasonable efforts to notify you of any violation of the Terms and the opportunity to remedy your violation. If, however, you fail to remedy the violation or continue to violate these Terms, we will terminate your access to the Course and you will not be entitled to any refund of fees. Any refunds issued will be in our sole discretion and determined on a case-by-case basis.

**Violations and Indemnity**

We take violations and infringement of our Intellectual Property rights seriously. We expressly reserve the right to take whatever legal steps necessary to protect and defend our Intellectual Property, and violators will be prosecuted to the fullest extent permissible by law. You agree to indemnify, defend and hold us harmless for any and all damages, costs and expenses, including legal fees, arising from your use of our Intellectual Property and our enforcement of our rights.

**SECURITY**

**Use of Third-Party Applications**

In order to run our Site and provide our Services, we use a number of third-party applications for processing payment, delivering electronic newsletters, booking systems, Practice Better and Zoom in the event that you become a client and agree to the terms of the client services agreement. For more information as to how your personal information is collected, stored and processed, please refer to our [Privacy Policy](https://docs.google.com/document/u/0/d/10_1zDtVwmf6dzD7Nhvnw7lxZ2tshdDGs1VYBLtuOwnE/edit). You understand that it is your responsibility to review the terms of use for any such third-party applications. If you do not agree with the terms of use for any third-party application used by our Site, please discontinue use of our Site and Services immediately.

**Confidentiality**
You acknowledge that we have no duty of confidentiality to you, unless otherwise explicitly stated, such as in a subsequent client agreement, or as may be mandated by law or fiduciary duty.

**Your Communication with Us**
Any communications made through our ‘contact’, blog, blog comments, newsletter sign up, social media or other related pages, or directly to our phone(s), mailing or email addresses, is not held privileged or confidential and may be subject to viewing and/or distribution by third-parties. We own any and all communications displayed on our Site, servers, comments, emails, social media, or other media as permitted under law and will not give credit or pay royalties for unsolicited user-generated content such as blog comments or emails. For more information on when and how we store and use your communications or any information provided by you in those communications, please refer to our [Privacy Policy](https://docs.google.com/document/u/0/d/10_1zDtVwmf6dzD7Nhvnw7lxZ2tshdDGs1VYBLtuOwnE/edit) on this page.

We maintain the right to republish any communication or submission, in whole or in part, as reasonably necessary in the course of our business. You agree not to submit any content or communications that contain sensitive information or that could be illegal or serve an unlawful purpose, including, but not limited to communications that are potentially libelous or maliciously false, obscene, abusive, negligent, or otherwise harmful or inappropriate. We reserve the right, in our sole discretion, to block your access to our Site and Services as a result of any such behaviour that we deem inappropriate.

**ASSUMPTION OF RISK AND DISCLAIMERS**

**Assumption of Risk**
You expressly acknowledge and assume all risk associated with your access to the Site and Services and any subsequent actions you choose to take, or not to take, as a result of the information, influence or educational materials provided to you.

**Warranties Disclaimer**
We make no warranties as to our Site, the Services or any related materials. You agree that all Services and related materials are provided “as is” and without warranty of any kind either express or implied. To the fullest extent permissible pursuant to applicable law, we expressly disclaim all warranties, including, but not limited to, warranties of merchantability, fitness for a particular purpose and non-infringement.

**General Disclaimer**
To the fullest extent permitted by law, we expressly exclude any liability for any direct, indirect, or consequential loss or damage incurred by you or others in connection with the use of our Site or the Services, including without limitation any liability for any accidents, delays, injuries, harm, loss, damage, death, lost profits, personal or business interruptions, misapplication of information, physical, mental, emotional, or spiritual injury or harm, loss of income or revenue, loss of business, loss of profits or contracts, anticipated savings, loss of data, loss of goodwill, and for any other loss or damage of any kind, however and whether caused by negligence, breach of contract, or otherwise, and whether foreseeable or unforeseeable.

**Third Party Disclaimer**
You acknowledge and agree that we are not liable for any defamatory, offensive, or illegal conduct of any other participant or user, including you.

**Technology Disclaimer**
We make reasonable efforts to provide you with modern, reliable technology, software, and platforms from which to access our Site and Services. In the event of a technological failure, you accept and acknowledge that we are not in any way responsible or liable for said failure and any resulting damages to you or your business. While we will make reasonable efforts to support you, some technological issues are outside our control and you may need to access support from a third-party provider. We do not warrant that the Site or Services will be functional, uninterrupted, correct, complete, appropriate, or error-free, that defects will be corrected, or that any part of the Site or Services are free of viruses or other harmful components. We do not warrant or make any representations regarding the use or the results of the use of our Site, Services or related materials, or on third-party websites in terms of their correctness, accuracy, timeliness, reliability, or otherwise.

**No Guarantees**

While we may reference certain results, outcomes or situations on this Site or Services, you understand and acknowledge that we make no guarantee as to the accuracy of any third-party statements or the likelihood of success for you as a result of any statements or testimonials contained on our Site or as part of the Services.

By visiting our Site, no dietitian-PATIENT/CLIENT relationship is formed. We owe you no duty of confidentiality or other professional duty as a result of your use of our Site and/or Services, unless we have expressly agreed to enter into a dietitian- client/patient relationship with you.

**Third-Party Contributors**

We may provide content to you written or presented by third-party contributors on our Site. While we make our best effort to ensure all of our writers or contributors are qualified in their industry and reflect our values, we make no guarantees of quality or accuracy. All written or visual content on the Site are opinion pieces and must not be interpreted as our opinion or as specific advice. We are not liable for any third-party contributors’ content or opinions. You must not rely on Site content or third-party contributors’ opinions and always seek the appropriate professional advice.

 **Online Store Disclaimer**

Certain Services may be available exclusively online through the Site and in limited quantities. We have made every effort to display as accurately as possible the colours and images of our products that appear on the Site. We cannot guarantee that your computer monitor's display of any colour will be accurate. We reserve the right, but are not obligated, to limit the sale of Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. All descriptions of Services and pricing of Services are subject to change at any time without notice and we reserve the right to discontinue any product at any time.

We do not warrant that the quality of any Services will meet your expectations, or that any errors in the Service will be corrected.

**INDEMNIFICATION, LIMITATION OF LIABILITY, AND RELEASE OF CLAIMS**

**Release, Indemnity and Waiver**
Our Site and related materials are provided for educational and informational use only. You agree to indemnify release and save harmless Michael Mohamed and its agents, employees, contractors, volunteers, heirs, executors, administrators, successors, and assigns (collectively, “Released Parties”) for any direct or indirect loss or damage incurred as a result of your use of our Site, Services or any related communications, including as a result of any consequences incurred from technological failures such as a payment processor errors or technological malfunctions. You further waive any right you may have against the Released Parties and any legal recourse for any damages, costs, losses or expenses you may incur as a result of your use of the Site or Services. You acknowledge this release of liability is binding on your heirs, executors and anyone else who may be able to bring a legal action on your behalf in the future.

**Limitation of Liability**
We will not be held responsible or liable in any way for the information, products, or materials that you request or receive through or in relation to our Site or the Services. We do not assume liability for any third-party conduct, accidents, delays, harm, or other detrimental or negative outcomes as a result of your access of our Site and Services.

**Affiliates**
We may use affiliate links to sell certain products or services on our Site. In doing so, we disclaim any and all liability as a result of your purchase through one of the links, including but not limited to, the delivery, quality and safety of the purchased product or service. We will use reasonable efforts to notify you when and where we have placed affiliate links in addition to this disclaimer located in these Terms. You accept express liability for any and all consequences or benefits of clicking the affiliate links contained on our Site or related communications. You agree it is your obligation to read the terms and conditions for any affiliate site, services or products.

**Termination of Your Use**
If at any time we believe that you have violated these Terms, we shall immediately terminate your use of our Site, the Services and any related communications as we deem appropriate and in our sole discretion. At any time, we may block or revoke your access of our Site and Services without notice, and if necessary, block your IP address from further visits to our Site.

**Full Agreement**
You acknowledge that these Terms, together with our Privacy Policy constitute the full agreement relating to your use of the Site and Services.

**Governing Law and Jurisdiction**
These Terms as well as our Privacy Policy are governed by and interpreted in accordance with the laws of Ontario and the federal laws of Canada where applicable. Any disputes arising directly or indirectly from this Agreement will be submitted and heard exclusively in the courts of Toronto,Ontario.

**Dispute Resolution**
If we are unable to resolve any dispute related to these Terms by informal negotiations, then any resolution of this dispute will be conducted by mediation prior to pursuing any other available remedy in relation to the dispute. The Parties may agree to virtual mediation, when available.

**Severability**
If any of the provisions of these Terms are found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not, to the extent permitted by law, in any way be affected and will remain enforceable.

**Survival**

These Terms shall survive and will continue to be in full force and effect notwithstanding your decision to discontinue your use of our Site.

**Waiver of Breach**

The waiver by us of any breach of these Terms by you will not be taken to be a waiver of any of your future breaches. We reserve the right to exercise or enforce our rights at a later date.

**All Rights Reserved**

All rights not expressly set out and granted in these Terms and/or our Privacy Policy are reserved by Michael Mohamed.

**Contact**
If you have any questions about these Terms, please send an email to: m5mohame@hotmail.com