

## **MMI Nutrition Guide Terms of Use**

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### **PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS SITE.**

By using this site, you signify your assent to these Terms and Conditions (“Terms”). If you do not agree to all of these Terms and Conditions, do not access or use this site!

These terms, INCLUDING THE BINDING ARBITRATION AGREEMENT CONTAINED HEREIN, constitute a legally binding agreement (“Agreement”) between you and Mark Morris Institute, Inc. (“MMI” or “we”) governing your access to, and use of, the MMI Nutrition Guide website located at [https://www.markmorrisinstitute.org/nutrition\\_guide](https://www.markmorrisinstitute.org/nutrition_guide) and any future domains or online locations that direct users to these Terms, including any content, functionality, and services offered on or through the website. Your continued use of the markmorrisinstitute.org website (“Site”) will mean you accept those changes.

### **Changes to the Terms of Use**

MMI may revise and/or update these Terms and Conditions at any time in its sole discretion. All changes are effective immediately when we post them. Your continued use of the Site following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page periodically so you are aware of any changes, as they are binding on you.

### **Eligibility and Account Registration**

To use the MMI Nutrition Guide, you must have a registered account. To have an account, you must be a veterinarian or veterinary student. If, in its sole discretion, MMI suspects that you have provided false information and/or you are not a veterinarian or working in conjunction with a veterinarian, your account may be suspended and/or disabled without notice. When registering for an account, you will be required to provide certain information to MMI (such as your email address and your name) so that we can confirm you are eligible for an online account. You agree that all information you provide to register with this Site or we otherwise collect on this Site is governed by our Privacy Policy ([https://www.markmorrisinstitute.org/nutrition\\_guide/privacy\\_policy](https://www.markmorrisinstitute.org/nutrition_guide/privacy_policy)). Please take a moment to read our Privacy Policy to understand our practices. You agree to provide accurate, current, and complete information about yourself. In some situations, we may need additional information to verify your eligibility for an online account. If that happens, we will contact you using the contact information you provided upon creating your account. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer or device.

### **Children's Privacy**

We are committed to protecting the privacy of children. You should be aware that this Site is only intended for use with those of age 18 or older and is not intended or designed to attract children

under the age of 13. We do not collect personally identifiable information from any person we know is a child under the age of 13. By using this Site, you affirm that you are more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms. If you do not meet these requirements, you must not access or use the Site.

### **Use Restrictions**

You are prohibited from using the Site: (i) for any unlawful purpose; (ii) to solicit others to perform or participate in any unlawful acts; (iii) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (iv) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (v) to cause or launch any programs, spiders, robots, or scripts or other automatic or manual devices or processes for the purpose of extracting, scraping, indexing, surveying, or otherwise data mining any portion of the Site, or unduly burdening or hindering the operation and/or functionality of any aspect of the Site; (vi) to attempt to gain unauthorized access to or impair any aspect of the Site, or the related systems, servers, or networks; (vii) to impersonate any person or entity, or otherwise misrepresent your affiliation with any person or entity; (viii) to use any portion of the Site in any manner that may give a false or misleading impression, attribution or statement as to MMI or any other person or entity; (ix) to decompile, reverse engineer, jeopardize the correct functioning of the Site, disassemble the Site, or otherwise attempt to derive the source code of the software that enables or underlies the Site, except as may be permitted by applicable law; (x) to encourage or assist a third-party to do any of the foregoing; and (xi) using or accessing the Site and/or providing Content (defined below) to others without first establishing a valid veterinarian-client-patient relationship. MMI reserves the right (but has no obligation under this Agreement) to investigate, and/or take appropriate action against you, at our sole discretion, if you violate the Use Restrictions or any other provision of this Agreement, including terminating your account, and/or reporting you to law enforcement authorities. In order to cooperate with legitimate governmental requests, subpoenas or court orders, or to protect our business and members, we may access and disclose any information we consider necessary or appropriate, including your MMI account username and password, IP address and traffic information, and usage history.

### **Intellectual Property**

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### **Disclaimer**

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ANY REFERENCE TO MMI OR THE INFORMATION CONTAINED ON THE SITE FOR COMMERCIAL PURPOSES, INCLUDING CITATION IN ANY ADVERTISING, SALES COLLATERAL OR OTHER MARKETING MATERIALS, IS STRICTLY PROHIBITED UNLESS EXPRESSLY APPROVED BY MMI. THIS RESTRICTION DOES NOT LIMIT YOUR ABILITY TO PRINT DOCUMENTATION FROM THE SITE TO PROVIDE TO CLIENTS AS PART OF A VALID VETERINARIAN-CLIENT-PATIENT RELATIONSHIP.

All Content and other materials contained on the Site are provided for informational purposes. The Content is not intended to be a substitute for professional veterinary or nutritional advice, is not intended to individually diagnose, treat or cure an animal, and is not a substitute for in-person or virtually provided individual veterinary care provided by a licensed veterinarian or individualized nutritional advice provided by Board Certified Veterinary Nutritionist®. MMI does not recommend or endorse any specific diagnostic tests, veterinarians, diets, products, procedures, opinions, or other information that may be mentioned on the Site. Reliance on any information provided by MMI, its employees, licensors, or others appearing on the Site at the invitation of MMI, is solely at your own risk. If you rely on information from this Site for the diagnosis, care, treatment of, and/or advice to your own patient or client, you agree to assume all responsibility and liability and hold MMI harmless for this reliance. MMI is not a regulatory agency, and this Site is not regulated by any regulatory agency.

### **Indemnification**

You agree to indemnify and hold harmless MMI (and its employees, licensors, joint ventures, service providers, affiliates, subsidiaries, parents, and agents) from and against any and all claims, demands, suits, proceedings, liabilities, judgments, losses, damages, expenses, and costs (including reasonable attorneys' fees) assessed or incurred by MMI, directly or indirectly, with respect to or arising out of: (i) your, or your agent's, violation of these Terms; (ii) your use of the Site or the Content; (iii) your violation of applicable laws, regulations, or third-party rights; and (iv) your willful misconduct, fraud, or negligence. MMI reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify MMI, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of MMI. MMI will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

### **Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL MMI OR ITS PROVIDERS OR LICENSORS BE LIABLE TO YOU OR ANY THIRD-PARTY FOR ANY LOST PROFITS OR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, THE SITE OR CONTENT, EVEN IF MMI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SITE AND CONTENT IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM OR BUSINESS, OR LOSS OF DATA RESULTING THEREFROM. TO THE FULLEST EXTENT PERMITTED BY LAW, MMI'S ENTIRE AGGREGATE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO YOUR ACCESS TO AND USE OF THE SITE AND/OR THE SITE CONTENT WILL NOT BE GREATER THAN \$100 IN TOTAL REGARDLESS OF THE NUMBER OF ALLEGED CLAIMS. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE

LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. WE AGREE THAT ANY CLAIM BETWEEN US MUST BE BROUGHT WITHIN TWO (2) YEARS.

### **Arbitration**

**DISPUTE RESOLUTION USING BINDING ARBITRATION.** Most user concerns can be resolved by emailing [info@markmorrisinstitute.org](mailto:info@markmorrisinstitute.org). However, **IF WE ARE UNABLE TO RESOLVE YOUR CONCERNS AND A DISPUTE REMAINS BETWEEN YOU AND MMI, THIS PROVISION EXPLAINS HOW WE AGREE TO RESOLVE IT.**

**YOU AND MMI AGREE TO RESOLVE ALL DISPUTES AND CLAIMS BETWEEN US IN BINDING ARBITRATION RATHER THAN IN ANY COURT OF GENERAL JURISDICTION. THAT INCLUDES, BUT IS NOT LIMITED TO, ANY CLAIMS ARISING OUT OF OR RELATING TO: (I) YOUR USE OF THE SITE OR ANY INFORMATION GENERATED FROM THE SITE; (II) DISPUTES RELATED TO THIS USER AGREEMENT; (III) YOUR USE OF YOUR ACCOUNT OR THE SOFTWARE; OR (IV) THE USE OF ANY PRODUCT REVIEWED, IDENTIFIED, PRESENTED OR DISCUSSED ON THE SITE. IT APPLIES REGARDLESS OF WHETHER SUCH CLAIMS ARE BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION, PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY.**

You and MMI agree to make reasonable, good faith efforts to resolve any dispute before initiating arbitration. A party who intends to seek arbitration must first send to the other a written notice that describes the nature and basis of the claim or dispute and sets forth the specific relief sought. If you and MMI do not reach an agreement to resolve that claim within 30 days after the notice is received, you or MMI may commence an arbitration proceeding. Written notice to MMI should be sent to: 1430 SW Woodhull Street #4863 Topeka, Kansas 66604 – 9998.

An arbitration is a proceeding before a neutral arbitrator, instead of before a judge or jury. Arbitration is less formal than a lawsuit in court and provides more limited opportunities for discovery than might be available in court. It follows different rules than court proceedings and is subject to very limited review by courts. Arbitrators can award the same damages and other relief that a court can award and can also award attorneys' fees to the extent allowed by the law. The arbitrator will issue a written decision and provide a statement of reasons if requested by either party. **YOU UNDERSTAND THAT BY THIS PROVISION, YOU AND MMI ARE EACH GIVING UP THE RIGHT TO SUE IN COURT AND TO HAVE A JURY TRIAL.**

The Federal Arbitration Act and federal arbitration law apply to this arbitration provision. The arbitration will be governed by the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) and, where appropriate, the AAA’s Supplementary Procedures for Consumer Related Disputes, as modified by this Agreement, both of which are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. The arbitrator is bound by the terms of this Agreement.

You agree that the arbitration will be administered by the AAA. You and MMI agree that any in-person arbitration shall be conducted in Shawnee County, Kansas, unless you advise MMI in

writing that in-person arbitration in Shawnee County, Kansas would pose an economic hardship or be unreasonably inconvenient for you. In that event, MMI agrees to conduct arbitration by Zoom or similar technology, or at a mutually agreeable alternative location.

**YOU AGREE TO NOT BRING CLASS OR COLLECTIVE ARBITRATIONS, EVEN IF THE AAA PROCEDURES OR RULES WOULD OTHERWISE ALLOW THEM, AND AGREE THAT THE ARBITRATOR MAY AWARD MONEY OR INJUNCTIVE RELIEF ONLY IN FAVOR OF THE INDIVIDUAL SEEKING RELIEF AND TO THE EXTENT OF THEIR INDIVIDUAL CLAIM, AND NOT ON BEHALF OF ANY CLASS OR IN ANY REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL CAPACITY.**

MMI may change this arbitration provision in the future. If MMI makes any future change to this provision, you may reject any such changes by sending written notice to MMI within 30 days of the change at 1430 SW Woodhull Street #4863 Topeka, Kansas 66604. By rejecting future changes, you agree to arbitrate any dispute between you and MMI according to this current provision.

If you do not agree to resolve disputes in this way, you may elect to “opt out” of this provision within 30 days of the time you agree to this Agreement. If you elect to opt out, you will remain subject to all other terms of this Agreement except this provision, which will not apply to you. To opt out of this provision, email [info@markmorrisinstitute.org](mailto:info@markmorrisinstitute.org) with the subject line “Arbitration Opt Out” within 30 days of the date you agreed to this Agreement.

### **Termination**

The Terms will remain in full force and effect while you access and use the Site. We may suspend or terminate your right to use the Site at any time for any reason at our sole discretion, including for any use of the Site in violation of these Terms. Upon termination of your rights under these Terms, your right to access and use the Site will terminate immediately. MMI will not have any liability whatsoever to you for any termination of your rights under these Terms.

### **Governing Law**

All matters arising out of or relating to these Terms, the Site, or the Content will be governed and construed in accordance with the laws of the State of Kansas, without regard to its conflict of law principles. If the Agreement to Arbitrate is found not to apply to you or your claim, you agree to the exclusive jurisdiction of the state and federal courts in Kansas to resolve your claim.

### **Linking to the Website**

You may link to our Site, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

### **Third-Party Links**

The Site may include links to online content provided by third parties including without limitation veterinary information and advice by third parties (collectively “**Third-Party Content**”). Third-Party Content is provided for your convenience and information only. Third-Party Content is not under the control of MMI and MMI is not responsible for any Third-Party Content. The inclusion of Third-Party Content on the Site does not imply endorsement, affiliation, partnership, or sponsorship by MMI. Use of any Third-Party Content is at your own risk.

### **Local Laws**

MMI makes no representation that the Site or Content is appropriate or available for use in jurisdictions outside the United States. Access to the Site from jurisdictions where such access is illegal is prohibited. If you choose to access the Site from other jurisdictions, you do so at your own risk and are responsible for compliance with applicable local laws.

### **Miscellaneous**

These Terms constitute the entire agreement between you and MMI regarding the Site and Content. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in the Terms are for convenience only and have no legal or contractual effect. If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

### **Contact**

For questions on these Terms, please contact MMI at [info@markmorrisinstitute.org](mailto:info@markmorrisinstitute.org).