



Terms and Conditions for a One-on-One Visit

This Participation Agreement (the “Agreement”) is made between Functional Bites, LLC and the client (the “Client”). In this Agreement, the terms “you” and “your” refer to the “Client”.

A “One-on-One” visit is a time period in which Alejandra Boker, Registered Dietitian (RD) and owner of Functional Bites, LLC, provides nutrition and wellness recommendations based on the patients’ physical, psychological and social needs. Recognition is also given to the patient’s individual eating habits, which are sometimes influenced by cultural or religious background. Recommendations are adjusted based on the age, sex, and activity level of the patient.

Structure: Service, Refunds, Cancellations, Scheduling

Functional Bites, LLC offers two types of one-on-one visits: 1) an initial visit and 2) a follow-up visit. Below you will find more information in regards to the visits:

Duration: The initial visit has a duration of 60 minutes and the follow visit has a duration of 45 minutes. Functional Bites, LLC understands that you have busy schedules and therefore takes pride in not keeping you waiting or keeping you longer than planned. Each session will end 45 or 60 minutes after it was scheduled to begin.

Late arrivals: If you arrive late to your visit, the appointment will still end at the arranged time.

Frequency of visits: The frequency of the follow-up visits will depend on the need of the Client.

Visit Extensions: If the visit extends past the allotted time of the appointment, Functional Bites, LLC will inform the Client, and if agreed upon by the Client, an additional cost will be added. If the visit is extended an additional 10 minutes, the cost will be \$10.

Extras: If you have scheduled a follow up session after the most recent session, you have access to Functional Bites, LLC via email (functionalbites@gmail.com) or text message between scheduled sessions. Please do not hesitate to email your questions or thoughts along the way. You will not be billed for any email responses requiring under a five to ten minute response.

Scheduling: Appointments are scheduled on the www.myfunctionalbites.com website. The Client will be able to schedule and pay for visits online. Visits can also be scheduled directly with Alejandra Boker, RD via email or phone.

Cancellation: Once an appointment is scheduled, the Client will be expected to pay for it prior to the visit unless the Client provides a 24-hour advanced notice of cancellation. If the Client needs to cancel or reschedule the appointment, the Client must do so at least 24 hours in advance; otherwise, the Client will forfeit that appointment and will not have an opportunity to reschedule it. There is flexibility for emergencies.

Refunds: Once the client pays for the visit(s), no refunds are given. Rescheduling the appointment is an option as long as a notice is given 24 hours in advance. If the Client misses an appointment without any notice, a refund will not be given.



Personal Responsibility

1. The Client agrees to cooperate in completing questionnaires/food logs/other assessment material on a timely basis so productive coaching can occur.
2. The Client is responsible for the actions they take.
3. The Client has the sole responsibility to contact their physician for approval for participation in nutrition counseling if the visits are for health reasons.
4. The Client recognizes that any activity in which problems/life situations are discussed bears some risk, which you the Client agree to accept in its entirety.
5. The Client agrees to hold harmless and indemnify Alejandra Boker, RD and Functional Bites, LLC from any liability whatsoever resulting from your participation in counseling activities, including but not limited to medical expenses.
6. The Client accepts the risk of any decision, action or outcome based on the counseling relationship.
7. The Client acknowledges that expectations and results or participation in counseling activities vary among individuals and that each individual may not receive the same benefit.

Intellectual Property Notice

Any content delivered to the Client is solely the intellectual property of Functional Bites, LLC. All handouts, videos, and overall content provided to the Client cannot be shared, forwarded, reproduced, sold, or altered in any way without the written consent of Functional Bites, LLC. We reserve the right to prosecute infringers to the fullest extent allowed by criminal or civil statute in any jurisdiction allowed.

Disclaimer

The Client understands that all materials provided by Functional Bites, LLC are for information and educational purposes only, therefore not intended as a substitute for medical advice. Functional Bites, LLC recommends that any Client suffering from conditions requiring medical attention, or who have symptoms that concern them, consult a qualified medical practitioner. If the Client is under the care of a health care professional or currently uses prescription medications, the Client should not cease conventional treatment or medication for any reason without consulting a doctor. The Client should always discuss any fitness regime, dietary changes or potential dietary supplement use with his or her doctor and healthcare team.

Privacy and Confidentiality

Information you provide to Functional Bites, LLC pursuant to this Agreement, including but not limited to the information provided in the Initial Visit Questionnaire will be treated by Functional Bites, LLC as confidential, and will not be released or revealed to any person outside of Functional Bites, LLC without your expressed written consent or as required by law.

Termination



If at any time Functional Bites, LLC feels that the Client has violated these Terms and Conditions, then we shall immediately terminate your use of our website and any related communications as we deem appropriate. It is within our sole discretion to allow any user's access of our website, and we may revoke this access at any time without notice, and if necessary, block the Client's IP address from further visits to our site.

General

Prior to the initiation of any service, the Client is asked to review and sign the Terms & Conditions. By doing so, the Client acknowledges that: 1) he/she has received a copy of the Agreement; 2) he/she has had the opportunity to discuss the contents with Functional Bites, LLC and, if desired, to have it reviewed by an attorney; and 3) the client understands, accepts, and agrees to abide by the terms mentioned above.

Terms and Conditions for the Employee Wellness Course

This Participation Agreement (the "Agreement") is made between Functional Bites, LLC and the client (the "Client"). In this Agreement, the terms "you" and "your" refer to the "Client".

The Employee Wellness Course is a time period in which Alejandra Boker, Registered Dietitian (RD) and owner of Functional Bites, LLC, provides nutrition and wellness classes to companies and their employees. The objective of the Employee Wellness Course is to improve the health awareness and health condition of the employee in the work space. Through our course, employees will learn and develop nutrition and lifestyle habits that are sustainable long term and subsequently increase productivity by reducing absenteeism from sick days and improving employee morale.

Structure: Service, Costs, Scheduling

Functional Bites, LLC offers the Employee Wellness Course to companies wanting to improve the health of their employees and productivity levels.

Service: The course can be offered in-person or in a virtual setting. The course includes 5 – 1 hour nutrition and health classes. The package includes the PowerPoint slides, the handouts corresponding to the presentations, and access to Facebook and Instagram posts

Frequency: The frequency and timing of the classes are tailored to the needs of the company. Classes can be offered on weekdays in the evenings and on weekends during the day. They can also be offered daily, weekly, or on a monthly basis.

Extras: Additional topics can be requested by the company at an additional cost. A topic can be tailored to the need of the company.

Refunds: Once the course has been paid for and scheduled, no refunds are given.

Company Responsibilities

1. The Client agrees to ensure that employees participating in the Course complete the



initial and final questionnaire on a timely basis

2. The Client accepts the risk of any decision, action or outcome that employees make or have following the participation in the course.
3. The Client agrees to hold harmless and indemnify Alejandra Boker, RD and Functional Bites, LLC from any liability whatsoever resulting from your participation in counseling activities, including but not limited to medical expenses.
4. The Client acknowledges that expectations and results of participation in the course can vary among individuals and that each individual may not receive the same benefit.
5. The Client recognizes that any activity in which problems/life situations are discussed bears some risk, which the Client agrees to accept in its entirety.
6. The Client agrees that employees should not cease conventional treatment or medication for any reason without consulting a doctor.
7. The Client accepts responsibility of assuring adequate participation in the course.

Intellectual Property Notice

Any content delivered to the Client is solely the intellectual property of Functional Bites, LLC. All handouts, videos, and overall content provided to the Client cannot be shared, forwarded, reproduced, sold, or altered in any way without the written consent of Functional Bites, LLC. We reserve the right to prosecute infringers to the fullest extent allowed by criminal or civil statute in any jurisdiction allowed.

Disclaimer

The Client understands that all materials provided by Functional Bites, LLC are for information and educational purposes only, therefore not intended as a substitute for medical advice. Functional Bites, LLC recommends that any Client suffering from conditions requiring medical attention, or who have symptoms that concern them, consult a qualified medical practitioner.

Privacy and Confidentiality

The information employees provide to Functional Bites, LLC pursuant to this Agreement, including but not limited to the information provided in the Health Assessment Questionnaire will be treated by Functional Bites, LLC as confidential, and will not be released or revealed to any person outside of Functional Bites, LLC without the expressed written consent of the individual or as required by law.

Termination

If at any time Functional Bites, LLC feels that the Client has violated these Terms and Conditions, then we shall immediately terminate your use of our website and any related communications as we deem appropriate. It is within our sole discretion to allow any user's access of our website, and we may revoke this access at any time without notice, and if necessary, block the Client's IP address from further visits to our site.



General

If the terms of this Agreement are accepted, please sign below. By doing so, the Client acknowledges that: 1) the company has received a copy of the Agreement; 2) the company has had the opportunity to discuss the contents with Functional Bites, LLC and, if desired, to have it reviewed by an attorney; 3) the company understands, accepts, and agrees to abide by the terms mentioned above; and 4) the company has discussed any pertinent information with their employees.