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The personally identifiable information you submit to the LLC is governed by the LLC Privacy Policy.

You agree that you will not upload or transmit any communications or content of any type to the Public Areas (including blogs, message boards, Ask a Registered Dietitian, etc.) that infringe or violate any rights of any party. By submitting communications or content to the Public Areas, you agree that such submission is non-confidential for all purposes.

If you make any such submission you agree that you will not send or transmit to the LLC by e-mail, (including through the e-mail addresses listed on the "Contact Us" page) any communication or content that infringes or violates any rights of any party. If you submit any business information, idea, concept or invention to the LLC by e-mail, you agree such submission is non-confidential for all purposes.

If you make any submission to a Public Area or if you submit any business information, idea, concept or invention to the LLC by e-mail, you automatically grant-or warrant that the owner of such content or intellectual property has expressly granted the LLC a royalty-free, perpetual, irrevocable, world-wide nonexclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform and display the communication or content in any media or medium, or any form, format, or forum now known or hereafter developed. The LLC may sublicense its rights through multiple tiers of sublicenses. If you wish to keep any business information, ideas, concepts or inventions private or proprietary, do not submit them to the Public Areas or to the LLC by e-mail. We try to answer every e-mail in a timely manner, but are not always able to do so.

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You agree to only post or upload Media (such as photos, videos or audio) that you have taken yourself or that you have all rights to transmit and license and which do not violate trademark, copyright, privacy or any other rights of any other person. Photos or videos of celebrities and cartoon or comic images are usually copyrighted by the owner.

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You agree that you will not upload any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or this Web site.

By uploading any media like a photo or video, (a) you grant to the LLC a perpetual, non-exclusive, worldwide, royalty-free license to use, copy, print, display, reproduce, modify, publish, post, transmit and distribute the media and any material included in the media; and (b) you certify that any person pictured in the submitted media (or, if a minor, his/her parent/legal guardian) authorizes the LLC to use, copy, print, display, reproduce, modify, publish, post, transmit and distribute the media and any material included in such media; and (c) you agree to indemnify the LLC and its affiliates, directors, officers and employees and hold them harmless from any and all claims and expenses, including attorneys' fees, arising from the media and/or your failure to comply with the Terms and Conditions.

The LLC reserves the right to review all media prior to submission to the site and to remove any media for any reason, at any time, without prior notice, at our sole discretion.

LLC Forums, Blogs and Member to Member Areas

If you use a Public Area, such as message boards, blogs, Ask a Registered Dietitian or other member communities, you are solely responsible for your own communications, the consequences of posting those communications, and your reliance on any communications found in the Public Areas. The LLC and its licensors are not responsible for the consequences of any communications in the Public Areas. In cases where you feel threatened or believe someone else is in danger, you should contact your local law enforcement agency immediately. If you think you may have a medical emergency, call your doctor or 911 immediately.

In consideration of being allowed to use the Public Areas, you agree that the following actions shall constitute a material breach of these Terms and Conditions:

- Using a Public Area for any purpose in violation of local, state, national, or international laws;
- Posting material that infringes on the intellectual property rights of others or on the privacy or publicity rights of others;
- Posting material that is unlawful, obscene, defamatory, threatening, harassing, abusive, slanderous, hateful, or embarrassing to any other person or entity as determined by the LLC in its sole discretion;
- Posting advertisements or solicitations of business;
- After receiving a warning, continuing to disrupt the normal flow of dialogue, or posting comments that are not related to the topic being discussed (unless it is clear the discussion is free-form);
- Posting chain letters or pyramid schemes;
- Impersonating another person;
- Distributing viruses or other harmful computer code;
- Harvesting or otherwise collecting or using information about others, including email addresses, without their consent;
- Allowing any other person or entity to use your identification for posting or viewing comments;
- Posting the same note more than once or "spamming"; or
- Engaging in any other conduct that restricts or inhibits any other person from using or enjoying the Public Area or the Site, or which, in the judgment of the LLC, exposes the LLC or any of its customers or suppliers to any liability or detriment of any type.

The LLC reserves the right (but is not obligated) to do any or all of the following:

- Record the dialogue in public chat rooms.
- Investigate an allegation that a communication(s) do(es) not conform to the terms of this section and determine in its sole discretion to remove or request the removal of the communication(s).

- Remove communications which are abusive, illegal, or disruptive, or that otherwise fail to conform with these Terms and Conditions.
- Terminate a user's access to any or all Public Areas and/or the LLC Site upon any breach of these Terms and Conditions.
- Monitor, edit, or disclose any communication in the Public Areas.
- Edit or delete any communication(s) posted on the LLC Site, regardless of whether such communication(s) violate these standards.

The LLC or its licensors have no liability or responsibility to users of the LLC Site or any other person or entity for performance or nonperformance of the aforementioned activities.

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- Identification of the copyrighted work that you believe to be infringed. Please describe the work, and where possible include a copy or the location (e.g., URL) of an authorized version of the work.
- Identification of the material that you believe to be infringing and its location. Please describe the material, and provide us with its URL or any other pertinent information that will allow us to locate the material.
- Your name, address, telephone number and (if available) e-mail address.
- A statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent, or the law.
- A statement that the information that you have supplied is accurate, and indicating that "under penalty of perjury," you are the copyright owner or are authorized to act on the copyright owner's behalf.
- A signature or the electronic equivalent from the copyright holder or authorized representative.

The LLC's agent for copyright issues relating to this Web site is as follows:

LM Consulting Dietitians, LLC
ATTN: LeAnne E. Goncalves
4365 County Road 24
Mount Gilead, OH 43338

Governing Law

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Indemnity

You agree to defend, indemnify and hold the LLC, its officers, directors, employees, agents, licensors and suppliers harmless from and against any claims, actions or demands, liabilities, and settlements, including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of these Terms and Conditions.

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