

FUNCTIONAL PHARM.D. BY KG WEBSITE DISCLAIMER

Effective Date 08 / 01 / 2021

GENERAL INFORMATION

This website (the "Site") is operated by Functional PharmD. By KG (the "Practice," "we," "us" and "our"). The term "you" refers to anyone who uses, visits and/or views the Site. Please read this disclaimer (the "Disclaimer") carefully.

By visiting and using our Site, you accept and agree to be bound by this Disclaimer along with any of our Terms and Conditions and Privacy Policy. Your continued use of the Site constitutes your acceptance of future changes and updates to this Disclaimer. You may not access or use the Site if you do not agree with this Disclaimer or do not want to be bound by this Disclaimer.

We reserve the right to modify this Disclaimer at any time without notice.

GENERAL DISCLAIMER

The information provided on the Site is for general informational purposes only. All information on the Site is provided in good faith. We make no representations or warranties of any kind, express or implied, regarding the accuracy, adequacy, validity, reliability, availability, or completeness of any information on the Site.

MEDICAL ADVICE DISCLAIMER

The Site does not contain professional medical or health advice. The medical and health information provided on the Site is for general informational and educational purposes only. The information on the Site is not a substitute for professional medical advice. You should always formally consult with your personal healthcare provider prior to taking any action based upon information contained on the Site. You should NOT disregard professional medical advice or delay in seeking medical advice due to any information contained on the Site.

NO PROFESSIONAL RELATIONSHIP

Using or accessing the Site, including sending us an email or filling out a contact form, does NOT create a professional relationship between you and the Practice.

RESULTS DISCLAIMER

Any results or examples on the Site or within our marketing materials are not intended to and do NOT guarantee, promise, represent, or assure that anyone will achieve the same or similar results. Individual results may vary.

REVIEWS & TESTIMONIALS

We may disclose our income reports and success results of our current or former customers on the Site, which may include, but may not be limited to, product reviews and testimonials. All reports, results, reviews, and testimonials are strictly for informational purposes only.

The foregoing are real-world examples of other people's experiences with our products and/or services. They are not intended to serve as a guarantee that you will achieve the same or similar results. Your results will vary accordingly.

You should perform your own due diligence and research and are solely responsible for your own results when using the information contained on this Site. You agree not to hold us, our officers, directors, members, employees, agents, successors, assigns or anyone else working with us liable for any of your successes or failures directly or indirectly related to the content contained on this Site.

THIRD PARTY LINKS

The Site may contain links to other websites or content belonging to or originating from third parties or links to websites and features in banners or other advertising. Such external links are not investigated, monitored, or checked for accuracy, adequacy, validity, reliability, availability, or completeness by us. We do not warrant, endorse, guarantee, or assume responsibility for the accuracy or reliability of any information offered by third-party websites linked through the Site or any website or feature linked in any banner or other advertising.

LIABILITY DISCLAIMER

Under no circumstance will we have any liability to you for any loss or damage of any kind incurred as a result of the use of the Site or reliance on any information provided on the Site. Your use of the Site and your reliance on any information on the Site is solely at your own risk.

LIMITATION OF LIABILITY

You agree that under no circumstances, will we, our officers, directors, members, employees, agents, successors, assigns or anyone else working with us be liable for any direct, indirect, incidental, consequential, equitable, special, punitive, exemplary or any other damages arising from or relating to your use of the Site, including, but not limited to, all the content, information, products, services and graphics presented on the Site.

You expressly agree that your use of the Site is at your sole risk and that you are solely responsible for the accuracy of the personal and any information you provide, the outcome

of your actions, personal and business results, and for all other uses in connection with the Site.

You also expressly agree that we, our officers, directors, members, employees, agents, successors, assigns or anyone else working with us will not be liable to you for any damages arising from or relating to: 1) any errors or omissions on the Site, delay or denial of any products or services, failure of performance of any kind, interruption in the operation and your use of the Site, website attacks including computer virus, hacking of information, and any other system failures; 2) any loss of income, use, data, revenue, profits, business or any goodwill related to the Site; 3) any theft or unauthorized access by third party of your information from the Site regardless of our negligence; and 4) any use or misuse of the information, products and/or services offered here.

This limitation of liability shall apply whether such liability arises from negligence, breach of contract, tort or any other legal theory of liability. You agree that we provide no express or implied guarantees to you for the content presented on the Site. You further acknowledge and accept that no particular results are being promised to you.

Dr. Kristen Gonzales is not a physician or psychologist, and the scope of his/her consultation services does not include treatment or diagnosis of specific illnesses or disorders. If I, the client, suspect I may have an ailment or illness that may require medical attention, then it is my responsibility to consult with a licensed physician immediately. Only a licensed physician can prescribe drugs.

Any mention of drugs in the course of consultation is only for the purpose of providing a complete history of drugs that the client is taking and not for Dr. Kristen Gonzales to judge the appropriateness of the medication. Any change in prescription or dosage is a decision the client makes with his or her physician.

Rather than dealing with treatment of disease, Dr. Kristen Gonzales focuses on wellness and prevention of illness through the use of non-toxic, natural nutritional therapies to achieve optimal health. As a certified clinical nutritionist and functional medicine specialist, Dr. Kristen Gonzales primarily educates and motivates clients to assume more personal responsibility for their health by adopting a healthy attitude, lifestyle, and diet.

While people generally experience greater health and wellness as a result of embracing a healthier attitude, lifestyle, and diet, Dr. Kristen Gonzales does not promise or guarantee protection from future illness.

By using this website, I acknowledge that I understand that Dr. Kristen Gonzales is a Functional Pharmacist and Nutritionist and not a physician, and that I should see a doctor if I think I have a medical condition. Dr. Kristen Gonzales will not be held liable for failure to diagnose or treat an illness, nor will she/he be liable for failure to prevent future illness.

In addition, I have given Dr. Kristen Gonzales a complete and accurate account of any medical conditions that I may have and any medications that I am taking.

AFFILIATE LINKS

Some of the links on this website may be affiliate links, which means we may receive a small commission, at no additional cost to you if you decide to purchase through one of our recommended partners. We only recommend products and services we trust and believe will be beneficial to our customers.

INDEMNIFICATION

You agree to defend, indemnify, and hold harmless us, our officers, directors, members, employees, agents, successors, assigns or anyone else working with us from all losses, claims, damages, demands, actions, suits, proceedings or judgments, including costs, expenses and reasonable attorneys' fees (the "Liabilities") assessed against or otherwise incurred by you arising, in whole or in part, from: (a) actions or omissions, whether done negligently or otherwise, by you, your agents, directors, officers, employees or representatives; (b) all your actions and use of our Sites including purchasing programs, products and services; (c) violation of any laws, rules, regulations or ordinances by you; or (d) violation of any terms and conditions of this Site by you or anyone related to you; e) infringement by you or any other user of your account of any intellectual property or other rights of anyone. We will notify you promptly of any such claims or liability and we reserve the right to defend all such claims, liabilities or damages at your expense. You shall fully cooperate and provide assistance to us if requested, without any cost, to defend any such claims.

NO WARRANTIES

ALL CONTENT, INFORMATION, PRODUCTS AND/OR SERVICES ON THE SITE ARE "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE, EXPRESS OR IMPLIED TO THE FULL EXTENT PERMISSIBLE BY LAW. WE MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE CONTENT, INFORMATION, MATERIALS, PRODUCTS AND/OR SERVICES PROVIDED ON THIS SITE. WE MAKE NO WARRANTIES THAT THE SITE WILL PERFORM OR OPERATE TO MEET YOUR REQUIREMENTS OR THAT THE INFORMATION PRESENTED HERE WILL BE COMPLETE, CURRENT OR ERROR-FREE. WE DISCLAIM ALL WARRANTIES, IMPLIED AND EXPRESS FOR ANY PURPOSE TO THE FULL EXTENT PERMITTED BY LAW.

UPDATES

We may update this Disclaimer from time to time in order to reflect changes to our practices or for other operational, legal, or regulatory reasons. Please review this Disclaimer periodically for any updates.

CONTACT US

You may contact us about this Disclaimer at the following:

Email: kgfunctionalpharmd@gmail.com

Address: 675 N. Causeway Blvd. Suite B.
Mandeville, La 70448

Phone: 504-460-5204