

Chestnut School of Herbal Medicine

Website Terms and Conditions

The Chestnut School of Herbal Medicine (the “School”) offers this website, including the information contained within the website and programs made available through the website, according to the terms and conditions below. By viewing any part of this website, you accept these terms and conditions in full. If you disagree with these terms and conditions in part or in whole, you must not use this website.

You must be at least 18 years of age to use this website. By visiting this website, you warrant and represent that you are at least 18 years of age.

Parts of this website may use cookies. By using this website and agreeing to these terms and conditions, you consent to the School's use of cookies in accordance with the terms of the School's privacy policy as stated below.

A. Use of Website and Course Materials

The School owns the intellectual property rights in the website, including the material on the website and in the course. All of the School’s intellectual property rights are expressly reserved except as specifically provided herein.

You may view, download for caching purposes only, and print pages from the website for your own personal educational use, subject to the restrictions set out in these terms and conditions.

Without express written permission from the School, you may not:

- republish or redistribute any material from the website;
- sell, rent or sub-license any material from or access to the website;
- reproduce, duplicate, copy or otherwise use material on this website for any purpose; or
- edit or otherwise modify any material on the website.

We have worked hard to provide fresh, original content for our students, and we expect our students to respect these efforts. No content from the website or course (including photographs) may be shared or sold without our consent.

We believe that we are providing you with a solid education, and you will have a firm grasp on the cultivation and use of medicinal herbs. You will have your own experiences and knowledge base to share with the world, and there will be no need to copy our work!

B. Access to and Prohibitions Regarding Use of Website

To the extent which you access material through the website by logging in to a user account, you are prohibited from sharing with others your login information or the materials made available to you through your account. Accounts are single-user only. The School may disable your user account at its sole discretion and without notice or explanation.

You are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, state, or local regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the website or of any other websites; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the website or other websites.

In the event you breach these terms and conditions in any way, the School may take action as it deems appropriate, including cancelling your access to the website, blocking your access to the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that your access to the website be blocked, and/or bringing court proceedings against you.

C. Limitations on Liability

You expressly agree that your use of, or inability to use, the School's website is at your sole risk. The website, including any materials or services delivered to you through the website, are provided "as is" and "as available" for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

The School does not guarantee, represent, or warrant that your use of our website will be uninterrupted, timely, secure, or error-free. We do not warrant that the results that may be obtained from the use of the website or materials contained herein will be accurate or reliable. You acknowledge that from time to time we may remove the website or the materials contained herein for indefinite periods of time or cancel your access to the website at any time without notice to you.

In no case shall the School, including our officers, employees, affiliates, agents, contractors, or interns, be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability, or otherwise, arising from your use of any of the website or any materials procured through or discussed on the website, or for any other claim related in any way to your use of the website or any materials contained herein, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the website or any

content (or product) posted, transmitted, or otherwise made available via the website. This includes but is not limited to the ingestion, application, or other use of alcohol or any poisonous, toxic, or allergenic substance. In the event that you are not of legal age to consume alcohol, the School recommends that you refrain from the purchase, consumption, or use of alcohol in your studies. If you elect to disregard such recommendation, you do so at your own risk, and the School accepts no liability relating to or arising from your activities. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

Your use of the website expressly indicates your agreement that the exclusions and limitations of liability set out in these terms and conditions or elsewhere in the website are reasonable.

D. Purchase of Services

Prices for the School's services offered through the website, including workshops, classes, and other educational events, are in U.S. tender and subject to change without notice. The School reserves the right at any time to modify or remove the website, including any part thereof, without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension, or discontinuance of the website.

We reserve the right to refuse any request for enrollment you submit to us. We may, at our sole discretion, limit or cancel workshops, classes, or other services purchased per person, per household, or per order. These restrictions may include requests placed by or under the same user account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an enrollment, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed with the intent to commercially exploit the information provided through our website and services.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed. Your credit card information is always encrypted during transfer over networks.

In the event you provide fraudulent information through your enrollment process, including fraudulent payment information, we reserve the right to bring court proceedings against you for any damages we may suffer.

For more detail, please review our Student Withdrawal and Dismissal Policy below.

E. User Created Content

If, at the request of the School or otherwise, you send certain specific submissions (for example,

responses to homework assignments, answers to tests, or responses to blog, public or private forums, or message or bulletin board posts) or creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, “comments”), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

You understand that your comments (not including credit card information), may be transferred unencrypted and involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks or devices.

We may, but have no obligation to, monitor, edit, or remove comments that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party’s intellectual property or these terms and conditions.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, publicity, or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive, or obscene material or contain any computer virus or other malware that could in any way affect the operation of the website or any other website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

F. Your Personal Information

Your submission of personal information through the store is governed by our Privacy Policy (see below).

G. Copyright Policy

The School respects the intellectual property rights of others and expects users of this website and students of our courses to do the same. It is the School’s policy to remove any user comments that infringe, or are charged with infringing, the rights of others. In the event a user repeatedly infringes the rights of others, the School may, at its sole discretion, disable and/or cancel the account of such a user, including dropping such a user from any classes, workshops, and/or other educational events without notice and without refunding any fees paid by the user.

In accordance with the [Digital Millennium Copyright Act of 1998](#), the School will respond expeditiously to claims of copyright infringement by users of its website that are reported to the School’s Designated Copyright Agent. If you are a copyright owner, or authorized to act on behalf of one, please report any alleged copyright infringements taking place on or through this website by providing a DMCA Notice of Alleged Infringement and delivering it to our Designated Copyright Agent. Your Notice should include the following information:

- Identify the copyrighted work that you claim has been infringed. Should multiple copyrighted

- works be involved, please provide a representative list.
- Identify the copyrighted work that you claim has been infringed, including providing sufficient information to permit the School to locate that material.
 - Include your contact information: telephone number, address, and email address.
 - Include a statement that you have a good faith belief that the disputed use of the copyright-protected material is not authorized by the copyright owner, the owner's agent, or law.
 - Include a statement by you, under penalty of perjury, that the information contained in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.
 - Provide your physical or electronic signature.

Deliver this Notice to the School's Designated Copyright Agent:

Chestnut School of Herbal Medicine Copyright Agent

McGuire Wood & Bissette

Office: 828-254-8800

Fax: 828-254-8633

www.mwblawyers.com

H. General Conditions

The failure of the School to exercise or enforce any right or provision of these terms and conditions or any other policies or rules set forth by the School on this website shall not constitute a waiver of such right or provision.

These terms and conditions, along with any other policies or rules, posted by us on this website or in respect to the website constitutes the entire agreement and understanding between you and us and govern your use of the website, superseding any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of these terms and conditions and any other policies or rules set forth by the School).

Any ambiguities in the interpretation of these terms and conditions and any other policies or rules set forth by the School shall not be construed against the School.

In the event that any provision of these terms and conditions and any other policies or rules set forth by the School is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed, such determination shall not affect the validity and enforceability of any other remaining provisions.

Any dispute arising from or relating to these terms and conditions and any other policies or rules set forth by the School through this website shall be governed by North Carolina law and shall be decided

solely and exclusively by State or Federal courts located in Buncombe County, North Carolina. Any party who unsuccessfully challenges the enforceability of this forum selection clause shall reimburse the prevailing party for its attorneys' fees, and the party prevailing in any such dispute shall be awarded its attorneys' fees.

The School may revise these terms and conditions at any time and without notice. Revised terms and conditions will apply to the use of this website from the date of their publication on this website. Please visit this page regularly to ensure your continued acceptance of these terms and conditions.

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Chestnut School of Medicine Health Disclaimer

Many of you have already experienced herbal medicine's positive effect on your health. We hope that through our program and blog articles, you gain tools to take an even greater role in your own well-being. However, please note that due to legal and time restraints, our staff cannot provide you with personal health advice.

Students and website users are invited to discuss health-related topics in the public and private forums, bulletin boards, or blog posts and to provide their own insights and experiences. However, the comments of students and website users are subjective and do not represent the Chestnut School. **No forum post or website comment should be considered health advice. You are responsible for consulting a medical professional before trying any new herb or remedy mentioned in the website or any related forum.**

The content on our website and in our online courses is for educational purposes only. Although we try our utmost to provide useful and accurate information, you are responsible to research and verify information before relying on it. We are trained herbalists and not licensed or registered healthcare practitioners. We cannot diagnose health conditions, nor prescribe medicines legally; we are not medical doctors. However, we will recommend or suggest medicinal herbs for various health complaints, as we believe in the safety and efficacy of botanical medicine.

The information we provide is not intended to be a substitute for medical treatment. Please consult your medical care provider before using herbal medicine, particularly if you have a known medical condition or if you are pregnant or nursing.

You are responsible for your own health. As with conventional medicine, herbal medicine is vast and complex, and must be used responsibly. People react differently to different remedies. Some herbs are contraindicated with certain pharmaceutical drugs. **Further, some helpful herbs may be confused with harmful and/or deadly substances.**

There are many plants and mushrooms that can make you sick, or are deadly poisonous. Be 100% positive of your identification before you harvest any plant or mushroom. Additionally, sometimes a new food, even properly identified, can cause an unusual reaction – ranging from gastric intolerance to

a full-blown allergy. It is your responsibility to make sure you are harvesting the correct plant or mushroom and it is your choice to try any new food. We cannot be responsible for incorrect identification or reactions to plants or fungi.

You are responsible for your own choices. This includes but is not limited to the ingestion, application, or other use of alcohol or any poisonous, toxic, or allergenic substance. In the event that you are not of legal age to consume alcohol, the School recommends that you refrain from the purchase, consumption, or use of alcohol in your studies. If you elect to disregard such recommendation, you do so at your own risk, and the School accepts no liability relating to or arising from your activities.

The School cannot predict how a remedy will work for you. Always refer to your medical care provider for questions about your health.

Chestnut School of Herbal Medicine Privacy Policy

The Chestnut School of Herbal Medicine (the “School”) is committed to protecting the privacy of the users of our website. This privacy policy (the “Policy”) discloses the School’s information privacy practices for the website and is intended to inform users of the School’s data collection and use practices.

Your Consent. By using the School’s website and any affiliated websites, message boards, bulletin boards, blogs, or public or private forums (collectively, “affiliated forums”), you consent to the terms of this Privacy Policy.

How and What Information We Collect. In order to use certain services associated with the website, you may register with the School. When you register as a website user and/or student of the School, the School may collect certain personally identifiable information from you. This information may include your name, email address, mailing address, telephone number, age, gender, and other information volunteered by you, such as information provided through responses, registration, reviews, emails, postings, messages, and other electronic submissions sent by you to the School or any affiliated forums. You should not provide the School with any personally identifiable information (or submit any personally identifiable information to the School or any affiliated forums) unless you would like that information to be used by the School in accordance with this Policy. The School may also automatically collect information from you when you access the website, including but not limited to your Internet Protocol (“IP”) Address.

What We Do With Your Information. The School will **NOT** share your personally identifiable information with any third parties, including individuals, businesses, or government entities, without your consent. The School will share your personally identifiable information if required to do so by law, court order, subpoena, or other legal process or in the event you violate our Website Terms and Conditions. The School may use your information to notify you about recent or upcoming classes, workshops, events, activities, and sales sponsored by or occurring at the School; to contact you for marketing purposes, such as to offer information about products and services provided by and/or at the

School that may interest you; and to improve the website and our affiliated forums.

A Note for Parents. The website and any other affiliated forums, are not directed to children under eighteen (18) years of age. The School does not knowingly solicit or collect personal information from children under eighteen (18) years of age.

Other Websites and Their Privacy Policies. Third-party websites may be accessible through our website and/or affiliated forums. These third-party websites have their own privacy and data collection policies and practices. The School is not responsible for any actions or privacy policies of such third parties. You should check the applicable privacy policies of those third parties when providing personally identifiable information through linked websites.

Security. To protect your personal information, we take reasonable precautions and follow industry best practices to make sure it is not inappropriately lost, misused, accessed, disclosed, altered or destroyed. Although no method of transmission over the Internet or electronic storage is 100% secure, we follow industry precautions and standards and best practices.

Cookies. “Cookies” are commonly used pieces of information in the form of small files that are placed on a computer hard drive to enable you to more easily communicate and interact with certain websites. The School may use cookies on its website, although none of the cookies contain any personally identifiable information.

Changes to Our Privacy Policy. Changes to the School Privacy Policy will be posted on the website. Such changes will be effective when posted to the website, so please check this page periodically. Your continued use of the website and/or affiliated forums, constitutes your acceptance of any changes to the Privacy Policy.

If you have any questions about our Privacy Policy, please contact us at juliet@chestnutherbs.com.

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Chestnut School of Herbal Medicine Student Withdrawal and Dismissal Policy

Withdrawal

If you do all the required work for the first module within two weeks of enrolling and aren't satisfied, or the program doesn't work for you, we will issue you a full refund. Simply send us all your work within two weeks of your start date and let us know why the program didn't work for you (so we can learn how to improve it!). We do not offer refunds after the initial two-week trial period.

Dismissal

The Chestnut School of Herbal Medicine reserves the right to dismiss any student, including terminating access to all or any portion of the website, for violation of the Website Terms and Conditions or other policies or rules set forth by the School. Reasons for dismissal include but are not limited to comments that are deemed abusive, discriminatory, or hateful or activities that are or seem to be in violation of the law. Any other conduct which interferes with the educational aspect of the program or which hurts or threatens the welfare of staff or students may be cause for dismissal as well.

There will be no refund of any fees paid by a student in the event of dismissal.

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