

1. In no way is the FoodFlip Nutrition Plan and Community claiming to treat or cure any disease, although improved nutrition has been shown to improve overall health and wellness. FoodFlip will not be held responsible for any hazardous event, including but not limited to allergic reactions and knife accidents in the kitchen.
2. FoodFlipper understands that the FoodFlip Nutrition Plan and Community does not promote crash dieting or a “quick-fix” approach but rather is designed to help educate, encourage a balanced diet, and provide personalized coaching to improve the health and wellness of FoodFlipper in a sustainable manner. The FoodFlip Nutrition Plan and Community includes daily food portions, recipes, a FoodFlip community platform, and direct messaging with Michelle Burgman of FoodFlip.
3. If FoodFlipper has, or develops a medical condition of any kind or magnitude, FoodFlipper will inform both Michelle Burgman of FoodFlip and their primary physician so that FoodFlipper and their physician can work in tandem to improve the health of FoodFlipper safely with monitoring as necessary. FoodFlip may offer alternate dietary solutions, workout programs or Nutrition Plans in an attempt to accommodate physician recommendations.

General

FoodFlip is committed to bettering the health and wellness of FoodFlipper through the FoodFlip Nutrition Plan and Community and will provide tools to empower FoodFlipper to continue this objective. To better reach the goals of the FoodFlipper, and protect the interests of FoodFlip, the following will be in effect:

1. FoodFlipper is committed to self-improvement, doing their best to understand and implement their nutrition protocol, while still honoring their time and budget constraints and enjoying the process. We’re aiming for gradual, sustainable improvement!
2. Communication between FoodFlipper and FoodFlip is to be honest. When compliance is lacking, FoodFlipper is to initiate communication with Michelle Burgman of FoodFlip so that a solution can be reached, and the plan modified if necessary.
3. The relationship between FoodFlipper and FoodFlip is strictly professional. Any advances or inappropriate conduct whatsoever are reasons for immediate termination, by either party without refund.

Payment

1. FoodFlipper agrees to enroll in a monthly payment plan using either a Credit or Debit card, as per usual for online payments, unless FoodFlipper decides to pay for a 6-month or 12-month membership in full for a discounted price. Payment will be processed through Stripe, one of the most safeguarded online payment processing systems available.
2. All payments are recurring. Monthly payments recur monthly. Paying in-full for a 6-month membership will recur every 6 months, and a 12-month membership will recur every 12 months, unless a cancelation is requested 5 business days before the next scheduled charge.
3. The monthly fee due every month on the same date as the first payment is reflected above. Members can split the Membership price with a plus one (e.g., friend, spouse, co-worker), each paying half of the membership “solo” Membership price.
4. All month-to-month memberships will have a one-time enrollment fee of \$120. This enrollment fee is not split when joining with a friend.

5. Should FoodFlipper decide to discontinue the FoodFlip Nutrition Plan and Community, a written notice of cancellation must be submitted in a message on Discord to FoodFlip (i.e., addressed to Michelle Burgman) 30 days in advance of withdrawal.
6. In the case of premature withdrawal from the program, FoodFlipper agrees to pay an Early Withdrawal Penalty in the amount of 50% of the remaining membership fees due for the balance of the agreed term. Such payment will be made in one lump sum on the day of withdrawal.
7. FoodFlipper is encouraged to contribute to the suggestion dropbox in hopes to improve the FoodFlipper experience moving forward. To submit your suggestions, please use the "✅ Update & Feedback Form" linked here <https://plvy2deyd78.typeform.com/to/Y5qdOAeK> and skip to the very last section called "Suggestion Dropbox".
8. No refunds for any prepaid but unused portion of the program are offered.
9. I agree to pay and specifically authorize FoodFlip to charge my debit or credit card, or to debit my bank account designated above (or any replacement card or account) for all amounts owed to FoodFlip under this Agreement, including the amount I owe today, all recurring dues and fees, any unpaid past dues and fees, and all other amounts due, including, taxes and other charges. If I have amendments, addendums or supplements to this Agreement for other services and products from FoodFlip for which dues or fees are owed and have designated the same account for payment, I authorize FoodFlip to make one monthly debit or charge for all amounts designated for such account. I understand and agree that, subject to applicable law, amounts due may be processed in a single or multiple transactions and on the same or different billing dates, and that FoodFlip may change the billing date(s) upon notice to me. I understand and agree that the amounts charged or debited to my account may vary from the amount shown in this Agreement due to increases in dues, applicable taxes or other fees and charges that I owe, and I waive advanced notice of such changes to the extent permitted by applicable law. If charges are rejected or returned unpaid for any reason, I authorize FoodFlip to resubmit the charges for payment one or more times. Further, subject to applicable law, I agree to pay fees of up to \$25.00 for any electronic funds transfer or credit card charge not honored by my bank or credit card company, including non-payment as a result of insufficient funds, closed accounts, and declined credit card charges. Even after I cancel this Agreement, I agree to allow FoodFlip to charge and remaining amounts unpaid or early withdrawal penalties owed by me to FoodFlip. I understand and agree that it is my obligation to review my bank and credit card statements monthly to verify appropriate amounts have been processed. If my account has been incorrectly charged or drafted, I agree to notify FoodFlip within 30 days of such charge. My failure to review my account statement and provide notice of any issue to FoodFlip within 30 days of the charge will be deemed a waiver of any right I may have to receive any account adjustment, including reversal or refund of late fees or other charges. If I change the payment method, I will provide new account information (either a voided check or credit card voucher) at least 30 days prior to the next billing date. I may stop any electronic funds transfer to my checking account, savings account, or debit card by notifying the financial institution named above at least 3 days before the scheduled transfer date. I agree to being contacted at the phone number above regarding my account. FoodFlip may terminate or restrict use of my credit card or my debit or bank information. My signature below constitutes my authorization and agreement to these terms for fees due today and for automatic and recurring charges or debits.

1. Knowing how FoodFlipper's anatomy, physiology, and mental state are adapting to the designated Nutrition Plan is important to FoodFlip. It is the responsibility of FoodFlipper to inform FoodFlip of their response to the Nutrition Plan (e.g., weight fluctuations, energy, appetite, hunger/fullness, relationship with food, cravings). This will allow for additional coaching and prompt adjustments to said plan if deemed necessary by FoodFlip.
2. The Nutrition Plan for FoodFlipper is completely customized and is just a tweak to FoodFlipper's habitual way of eating, making it a gradual, step-by-step approach to building (and keeping) the results attained. To continue to see results and improve nutrition, an updated plan may be needed. To help inform the changes needed to the plan, progress updates are needed. When FoodFlipper is ready to take the next step in their nutrition journey and adjust their plan ($\geq$ 8-week intervals are recommended), a progress update is to be sent by FoodFlipper to FoodFlip by filling out the "✅ Update & Feedback Form" linked here: <https://plvy2deyd78.typeform.com/to/Y5qdOAeK>.
3. FoodFlipper expressly agrees and consents that any physical or mental progress made by FoodFlipper can be shared by FoodFlip with facial recognition, contact details, and identity occulted (i.e., anonymously), except by special, written permission from FoodFlipper as provided in the "✅ Update & Feedback Form"
4. Progress measures are determined by FoodFlipper, i.e., sharing circumference measurements, progress pictures, and any other data is completely optional. The more data shared, the more personalized the Nutrition Plan for FoodFlipper can be.

Non-disclosure

1. With the acknowledgment of both parties that there are potential risks involved with nutritional alterations and physical activity, safety becomes the responsibility of the FoodFlipper. FoodFlipper agrees to hold FoodFlip harmless and not at fault for any injury or damage caused while executing any designated nutrition protocol. Under no condition will any responsibility be given to FoodFlip in case of a hazardous event, but normal and customary protocol will be followed by FoodFlipper at the facility at which the event occurred.
2. In exchange for promises of both Parties in this Agreement, FoodFlipper may provide FoodFlip, and FoodFlip may provide FoodFlipper each other's Confidential Information ("Confidential Information").

Confidential Information includes the business trade secrets and other matters of a proprietary or confidential nature including, by way of example only:

- a) Nutrition Programs, dietary regimens, workout routines, recipes, diagrams and handouts, customized program details, proprietary information, financial data, price lists, trade secrets, customer records or contact information, intellectual property, business proposals, pricing strategies, and policies, and other related information to which FoodFlip holds rights. Under no circumstance will FoodFlipper share their FoodFlip Discord app log-in credentials for use by any non-members of the FoodFlip program, or with any FoodFlip member whose payment to FoodFlip is not up-to-date.
- b) Any information that would damage either party's business or privacy if it became public knowledge, or was disclosed to any FoodFlipper or potential FoodFlipper of either party, or was disclosed to any suitor or potential suitor of either party, or was disclosed to a competitor including, but not limited to: FoodFlipper evaluation processes, product sales, workout routines or any other aspects of the FoodFlip business. Any physical progress made

by FoodFlipper can be shared by FoodFlip with facial recognition, contact details, and identity obscured, except by special, written permission from FoodFlipper.

4. Both parties understand and agree that all Confidential Information shall at all times remain the sole property of the party that initially owned or possessed it first or created it. Both parties further agree to take all reasonable precautions to prevent any unauthorized disclosure of such Confidential Information. Confidential information is only licensed to FoodFlipper for his singular use and FoodFlipper is prohibited from disseminating such confidential information to others.

Both parties acknowledge and agree that such restrictions are absolutely enforceable, reasonable, and necessary to preserve and protect both parties' Confidential Information and Relationships, which constitute valuable assets critical to maintaining a competitive industry advantage.

5. This Agreement shall be binding upon execution of this document, upon FoodFlip and FoodFlipper's respective employees, subcontractors, shareholders, successors and assigns, as well as their heirs, executors, administrators and other legal representatives.
6. This Agreement shall be governed by and construed under the laws of the State of Texas, without regard to conflict of laws.
7. The non-disclosure of confidential information provisions of this agreement survives in perpetuity the termination of this agreement.

FoodFlip Community Code of Conduct

Objective:

To help us maintain FoodFlip as a supportive, judgment-free, and empowering community where we foster positive relationships with ourselves, food, and each other.

1. No Moralizing or Qualifying Language

FoodFlip is a space free from food guilt, shame, or morality. Here, we reject harmful narratives about food and embrace an open, no-judgment food culture. Words shape how we think about food, ourselves, and each other, so let's use language that aligns with our values.

What to Avoid:

The following phrases and ideas do not belong in FoodFlip conversations:

- Moralizing language:
 - "I was so bad!"
 - "This is a guilty pleasure."
 - "I cheated on my diet."
- Qualifying language:
 - "I don't usually eat this."
 - "This is just a one-time splurge."
 - "I caved and had some."

Why avoid these? These words create an unnecessary narrative of "good" versus "bad" foods and can contribute to feelings of guilt, shame, or all-or-nothing thinking. Let's eliminate that entirely.

How This Affects Others:

When we justify food choices with phrases like, “This is just a rare treat for me,” it can unintentionally make others feel judged for enjoying the same food regularly. Our goal is to create an inclusive, supportive environment for everyone.

2. Embracing Positive and Neutral Language

Instead of focusing on justification or moralizing food choices, let’s celebrate the joy of eating and share our experiences positively and neutrally.

What to Say Instead:

- “Where can I find that?”
- “What’s the recipe?”
- “I really enjoyed this!”
- “It was a special occasion, and I made something I love.”
- “This is one of my favorites!”

By keeping our language neutral or celebratory, we create a space that uplifts everyone and reinforces healthy attitudes toward food.

3. Respect and Support for All Members

To maintain a safe and inclusive space, we ask that members:

- Avoid making comparisons about food choices, portion sizes, or progress.
- Share personal experiences without framing them as advice or rules others should follow.
- Encourage curiosity and connection through respectful and supportive communication.

4. No Food Is Off Limits

At FoodFlip, we embrace food in all its forms—without judgment, rules, or restrictions. No foods are off limits! We learn how to make room for our party foods while still nourishing our body and life.

Let’s share, learn, and grow together in a space that encourages balance, connection, and positivity.

Together, we can make FoodFlip a safe, empowering, and uplifting community for everyone. Thank you for being a conduit of positivity and support!

Summary

My initials next to each statement below indicate my understanding and agreement with them.

_____ I understand FoodFlip is a monthly membership with recurring monthly dues, unless 6-month or 12-month memberships are paid in a one lump sum, in which case, the membership is recurring every 6 months or 12 months, respectively.

_____ I agree to the term, payment details and withdrawal penalty described above.

_____ I understand I get a discount when joining with a friend!

_____ I have downloaded the Discord app (or have texted Michelle at 713.581.0568 to help resolve any technical difficulty) and understand that is our primary mode of communication.

_____ I acknowledge that being honest with Michelle is key to my success. For her to meet me where I am personally, she needs to know truly where I am.

_____ I understand that food pictures are regularly shared. I understand that if I don't yet feel comfortable sharing with the group, I can share privately with Michelle Burgman of FoodFlip.

_____ I have read the FoodFlip Code of Conduct. I understand that as a FoodFlipper, I am required to abide by the respective Code of Conduct.

_____ I understand there is diversity in FoodFlip, with people of different culinary backgrounds, experience, and culture. I agree that all are welcome!

_____ I am committed to using language of empowerment, positivity, respect. The foods I eat have no implications on how good or bad I am, or anyone else.

_____ I strive to embrace that there is no shame or reason to hide my way of eating. Everyone eats birthday cake!

_____ I strive to let go of judgement of myself and others so that I can be an active part in making the FoodFlip community safe, supportive, and uplifting!

IN WITNESS WHEREOF, the parties' signatures on this FoodFlip Nutrition Plan and Community Agreement, or electronic equivalent (e.g., checking the "Agree to FoodFlip's Terms and Conditions checkbox) represent their intent to be bound by the terms and conditions of this Agreement.

FoodFlipper Full Name: _____ Signature: _____ Date: _____

Michelle Burgman

Signature: _____ Date: _____