

LEGAL DOCUMENTS

# Terms of Service

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Dianne Morin Inc

[www.cookingwithdiannemorin.com](http://www.cookingwithdiannemorin.com) | [www.diannemorininc.com](http://www.diannemorininc.com) | [diannemorinincevent.com](http://diannemorinincevent.com)

Revised: April 22, 2026

# TERMS OF SERVICE

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*Last Updated: April 22, 2026 (Previously August 17, 2025)*

Welcome to Dianne Morin Inc. ("Company," "we," "us"), which includes our website [www.diannemorininc.com](http://www.diannemorininc.com), [www.cookingwithdiannemorin.com](http://www.cookingwithdiannemorin.com), and [diannemorinincevent.com](http://diannemorinincevent.com) (collectively, the "Websites"). This Agreement sets forth your rights and obligations as a user of our Websites, services, and products.

**IMPORTANT — PLEASE CAREFULLY READ AND UNDERSTAND THESE TERMS AND CONDITIONS OF USE & SALE BEFORE ACCESSING, USING, OR SUBSCRIBING TO OR PLACING AN ORDER OVER THE WEBSITES. THESE TERMS CONTAIN DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITIES. THESE TERMS FORM AN ESSENTIAL BASIS OF OUR AGREEMENT.**

## SECTION 1 — WEBSITE USE

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The Websites are intended for individuals over the age of 18. By using the Websites, you affirm that you are at least 18 years old, have the legal capacity to enter into a binding contract, and have read and agree to these Terms.

## SECTION 2 — WEBSITE USER CONDUCT AND RESTRICTIONS

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All aspects of our Websites are protected by U.S. and international copyright, trademark, and other intellectual property laws, including all content, recipes, class material, program materials, video and audio content related to The Nourished Midlife Kitchen™, and downloadable content. No material on the Websites may be copied, reproduced, distributed, republished, uploaded, displayed, posted, or transmitted in any way whatsoever without our express written consent.

## SECTION 3 — OUR PRIVACY POLICY AND YOUR PERSONAL INFORMATION

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Your submission of personal information through the Website is governed by our Privacy Statement, incorporated herein by reference.

## SECTION 4 — INFORMATION YOU PROVIDE; REGISTRATION; PASSWORDS

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Some services require account creation. You must provide accurate information and keep your login credentials secure. You are responsible for all activity under your account.

## SECTION 5 — ORDER PLACEMENT AND ACCEPTANCE

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### Consulting & Coaching Services

Fees are agreed upon at enrollment. Services are non-refundable once delivered or commenced.

### Cooking Classes (Live or Virtual)

All class registrations are final. Refunds or rescheduling may be granted at our discretion if requested at least 72 hours before the scheduled class.

**[ NEW — April 2026 ] The Nourished Midlife Kitchen™ Program & Free Live Zoom Events**

Effective April 2026, Dianne Morin Inc dba Cooking With Dianne Morin offers The Nourished Midlife Kitchen™, a 6-week educational cooking program, and a free live Zoom cooking event series under the Cooking With Dianne Morin brand.

- **Free Live Zoom Cooking Events:** Registration is free and open to the public. These events are educational cooking sessions only. No purchase is required to attend. Registration constitutes agreement to receive event-related communications from Dianne Morin Inc dba Cooking with Dianne Morin.
- **Free Recipe Guide (Lead Magnet):** Downloading the Nourished Midlife Kitchen™ Recipe Guide requires providing your name and email address and constitutes agreement to receive educational communications from Dianne Morin Inc dba Cooking With Dianne Morin. You may unsubscribe at any time.
- **6-Week Nourished Midlife Kitchen™ Program (\$497):** Payment in full is required at the time of enrollment. This program is educational cooking guidance only. All sales are final once program access has been granted. See Section 6 for refund terms applicable to this program.
- All content delivered through The Nourished Midlife Kitchen™ program and related events is educational and culinary in nature. Participation does not create a patient-provider relationship and does not constitute medical advice, nutritional therapy, or any clinical service. Participants are encouraged to consult their healthcare provider regarding their individual health, dietary, and medication needs.

### **Products (Physical Goods)**

See Section 6 for refund and return terms.

### **Subscriptions**

Certain services or memberships automatically renew monthly unless canceled with at least 10 days' notice before the next billing cycle.

## **SECTION 6 — REFUNDS**

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### **Physical Goods**

Refund requests must be made within 30 days of purchase, with products returned unopened and in resalable condition. Perishable goods (e.g., spices) are non-returnable once opened. Contact [cooking@diannemorininc.com](mailto:cooking@diannemorininc.com).

### **Consulting & Advisory Services**

Non-refundable once work has begun.

### **Cooking Classes**

All sales are final unless cancellation is approved per Section 5.

#### **[ NEW — April 2026 ] The Nourished Midlife Kitchen™ 6-Week Program**

All program sales are final once access has been granted. If technical issues prevent access to program materials, contact [cooking@diannemorininc.com](mailto:cooking@diannemorininc.com) within 48 hours of the access issue and we will work to resolve it. We do not offer refunds based on dissatisfaction with results, as outcomes vary depending on individual participation and application of the material.

## **SECTION 7 — AUTOMATIC ENROLLMENT AND CANCELLATION**

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If you do not want to continue your subscription after your free trial ends, you must contact us at least 24 hours before the trial period ends at [cooking@diannemorininc.com](mailto:cooking@diannemorininc.com). For monthly subscriptions, we require at least 10 days' notice of cancellation by email.

## **SECTION 8 — SUBSCRIPTION TERMS AND AUTOMATIC PAYMENT**

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A Dianne Morin Inc user is responsible for paying all sums due in connection with their monthly subscription. Payments are processed automatically on your designated billing date. To cancel, email [cooking@diannemorininc.com](mailto:cooking@diannemorininc.com) at least 10 days before your next billing date.

## **SECTION 9 — SHIPPING FEES**

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Unless otherwise stated at the time of purchase, we reserve the right to add applicable shipping and handling fees to orders for physical products. Risk of loss and title pass to you upon delivery to any third-party carrier.

## **SECTION 10 — PRODUCTS, SERVICES, AND PRICES**

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Products, services, and prices are posted at [www.diannemorininc.com](http://www.diannemorininc.com), [www.cookingwithdiannemorin.com](http://www.cookingwithdiannemorin.com), and [diannemorinincevent.com](http://diannemorinincevent.com) and are subject to change without notice. Dianne Morin Inc dba Cooking With Dianne Morin reserves the right to discontinue products or services at any time.

## **SECTION 11 — IMPORTANT DISCLOSURES**

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### **Compliance & Business Consulting**

All consulting services, resources, and materials are provided for educational and informational purposes only. We do not provide legal, tax, or investment advice. You should consult licensed professionals before making decisions.

### **Cooking Content & Classes**

Recipes, nutritional information, and cooking advice are provided for educational and entertainment purposes only. Results vary based on skill, tools, and ingredients. We are not liable for food allergies, dietary reactions, or kitchen accidents.

#### **[ NEW — April 2026 ] The Nourished Midlife Kitchen™ Educational Disclaimer**

The Nourished Midlife Kitchen™ program, all associated free live Zoom cooking events, recipe guides, and related content are educational cooking guidance only. They are not medical advice, nutritional therapy, a clinical weight loss program, or a substitute for care from a licensed healthcare provider. Participation in any Nourished Midlife Kitchen™ program or event does not create a patient-provider, dietitian-client, or any other professional healthcare relationship between you and Dianne Morin Inc dba Cooking with Dianne Morin, or Dianne Morin personally.

References to GLP-1 medications within program content are for educational context only. Dianne Morin Inc dba Cooking With Dianne Morin does not recommend, prescribe, advise on, or endorse any specific medication, dosage, or clinical protocol. Always consult your physician, endocrinologist, or registered dietitian regarding your individual health, dietary, and medication needs.

Participant results from The Nourished Midlife Kitchen™ program vary based on individual participation, health status, dietary circumstances, and other factors outside of Dianne Morin Inc's dba Cooking With Dianne Morin control. No specific health, weight, or wellness outcomes are promised or implied.

## **SECTION 12 — TESTIMONIALS, REVIEWS, AND PICTURES/VIDEOS**

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Dianne Morin Inc dba Cooking With Dianne Morin may use testimonials and product reviews in whole or in part, together with the name, city, and state of the person submitting it. Testimonials represent the unique experience of the participants submitting them and do not necessarily reflect the experience that you may have. Results will vary. Dianne Morin Inc dba Cooking With Dianne Morin reserves the right to correct grammatical errors and shorten testimonials prior to publication.

## **SECTION 13 — DISCLAIMERS OF OTHER WARRANTIES**

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EXCEPT WHERE OTHERWISE INAPPLICABLE OR PROHIBITED BY LAW: THE WEBSITE AND ALL CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE MAKE NO REPRESENTATIONS AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY, OR COMPLETENESS OF ANY INFORMATION ON THIS WEBSITE.

## **SECTION 14 — LIMITATIONS OF LIABILITIES**

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EXCEPT WHERE OTHERWISE INAPPLICABLE OR PROHIBITED BY LAW, IN NO EVENT SHALL DIANNE MORIN INC OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, THE SERVICES OR PRODUCTS, OR YOUR USE OF THE WEBSITES. DIANNE MORIN INC'S LIABILITY TO YOU SHALL NOT EXCEED THREE TIMES THE PAYMENTS PAID BY YOU IN THE MONTH PRECEDING THE CLAIM, OR \$2,000, WHICHEVER IS GREATER.

## **SECTION 15 — DISPUTE RESOLUTION BY MANDATORY BINDING ARBITRATION AND CLASS ACTION WAIVER**

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EXCEPT WHERE PROHIBITED BY LAW, YOU AGREE THAT ANY CLAIM MUST BE RESOLVED THROUGH FINAL AND BINDING CONFIDENTIAL ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). YOU WAIVE YOUR RIGHT TO A TRIAL BY JURY AND YOUR RIGHT TO PARTICIPATE IN ANY CLASS ACTION. All claims must be brought within 1 year after the claim arises.

## **SECTION 16 — ADDITIONAL REMEDIES**

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In the event of any breach or threatened breach by you, Dianne Morin Inc dba Cooking With Dianne Morin shall be entitled to seek injunctive or other equitable relief from a court of competent jurisdiction in addition to any other available remedies.

## **SECTION 17 — INDEMNIFICATION**

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To the fullest extent permitted by law, you agree to defend, indemnify, and hold harmless Dianne Morin Inc, dba Cooking with Dianne Morin its directors, officers, employees, and agents from and against any and all claims, actions, liabilities, damages, expenses, and costs arising out of your use of the Websites, your breach of these Terms, or your violation of any law or the rights of a third party.

## **SECTION 18 — NOTICE AND TAKEDOWN PROCEDURES; DMCA**

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If you believe that materials on the Websites infringe any copyright you own, you may send a notice to: Dianne Morin Inc, dba Cooking with Dianne Morin, Attention Legal Department, 14715 Seattle Slew Place, Orlando, FL 32826 or [cooking@diannemorininc.com](mailto:cooking@diannemorininc.com).

## **SECTION 19 — THIRD-PARTY LINKS**

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The Websites may contain links to other websites. Dianne Morin Inc dba Cooking With Dianne Morin assumes no responsibility for the content or functionality of any non-Dianne Morin Inc website to which we link.

## **SECTION 20 — TERMINATION**

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This Agreement takes effect when you access, use, or make a purchase through the Websites. We may terminate the Agreement or suspend your access at any time if you fail to comply with any provision of this Agreement. Upon termination, you remain responsible for any outstanding payments.

## **SECTION 21 — NO WAIVER**

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No failure or delay on the part of Dianne Morin Inc., dba Cooking With Dianne Morin, in exercising any right under this Agreement may operate as a waiver. A waiver shall only be effective if in writing and signed by Dianne Morin Inc. dba Cooking With Dianne Morin

## **SECTION 22 — GOVERNING LAW AND VENUE**

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This Agreement shall be governed by the laws of the State of Florida without regard to its conflicts of laws principles. To the extent a claim is excluded from arbitration, the parties agree such claim shall be exclusively brought in and decided by the state or federal courts located in Orange County, Florida, and you hereby irrevocably consent to the exclusive personal jurisdiction of, and exclusive venue in, such courts. All such claims must be brought on an individual and non-class, non-representative basis, and you forever waive any right to bring such claims on a class wide or representative basis.

## **SECTION 23 — FORCE MAJEURE**

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Dianne Morin Inc will not be responsible for any delay, damage, or failure caused by any act of nature or other causes beyond our reasonable control.

## **SECTION 24 — ASSIGNMENT**

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Dianne Morin Inc may assign its rights under this Agreement at any time without notice to you. Your rights under this Agreement cannot be assigned without our express written consent.

## **SECTION 25 — ELECTRONIC SIGNATURE**

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All information communicated on the Websites is considered an electronic communication. Electronic communications, notices, and agreements shall have the same force and effect as written communications signed by the sending party.

## **SECTION 26 — CHANGES TO THE AGREEMENT**

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We reserve the right, at our sole discretion, to update, change, or replace any part of this Agreement by posting updates to our Website. Your continued use of the Websites following any changes constitutes acceptance of those changes.

## **SECTION 27 — YOUR ADDITIONAL REPRESENTATIONS AND WARRANTIES**

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You represent and warrant that: (1) you are at least 18 years of age; (2) you have read and agree to these Terms; and (3) you will not resell or redistribute any product or service ordered from the Websites. You further represent that there are no prior or pending government investigations or private lawsuits against you or any business related to you that would affect your use of our services.

## **SECTION 28 — SEVERABILITY**

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If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall not be affected and shall continue in full force and effect.

## **SECTION 29 — ENTIRE AGREEMENT**

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These Terms, together with our Privacy Statement and any policies or operating rules posted on the Websites, constitute the entire agreement between you and Dianne Morin Inc dba Cooking With Dianne Morin and supersede any prior agreements, representations, or communications between the parties.

## **SECTION 30 — CONTACTING US**

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General Support: [cooking@diannemorininc.com](mailto:cooking@diannemorininc.com) Compliance: [dianne@diannemorininc.com](mailto:dianne@diannemorininc.com) Spam or Abuse: [cooking@diannemorininc.com](mailto:cooking@diannemorininc.com) Postal: 14715 Seattle Slew Place, Orlando, FL 32826

## **SECTION 31 — DATA PRIVACY SHIELD — GDPR**

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Dianne Morin Inc is GDPR compliant. Please see our Privacy Statement at [www.diannemorininc.com](http://www.diannemorininc.com), [www.cookingwithdiannemorin.com](http://www.cookingwithdiannemorin.com), and [diannemorinincevent.com](http://diannemorinincevent.com) for full details.

## **SECTION 32 — FLORIDA THREE-DAY RIGHT TO CANCEL**

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Pursuant to Florida law, buyers of future services who enter into a service contract as a result of a telephone solicitation have the right to cancel the purchase within three (3) business days of signing the contract. This right applies to telephone-initiated sales of future services, including live virtual cooking programs, webinar enrollments, and subscription services offered by Dianne Morin Inc. dba Cooking With Dianne Morin.

### **How to Exercise This Right**

To cancel a telephone-initiated purchase, notify Dianne Morin Inc dba Cooking With Dianne Morin within three (3) business days of the date you signed or agreed to the contract. Notice of cancellation need not be in writing; however, written notice sent by certified mail is strongly recommended to establish a clear record of your cancellation. To exercise this right, contact us by:

- Email: [cooking@diannemorininc.com](mailto:cooking@diannemorininc.com) (subject line: "Three-Day Cancellation Request")
- Certified mail: Dianne Morin Inc, 14715 Seattle Slew Place, Orlando, FL 32826

### **Scope and Limitations**

This three-day right to cancel applies specifically to telephone-initiated sales of future services under Florida law. It does not apply to purchases completed entirely online without any telephone solicitation. It does not apply to purchases of physical goods, downloadable content such as the free recipe guide, or services that have already been fully delivered at the time of purchase. For online-only enrollments in The Nourished Midlife Kitchen™ 6-week program or other digital programs, the all-sales-final policy stated in Section 6 continues to apply once program access has been granted. If you are uncertain whether your purchase was telephone-initiated, contact us at [cooking@diannemorininc.com](mailto:cooking@diannemorininc.com) and we will assist you.

Upon timely and valid cancellation under this section, Dianne Morin Inc dba Cooking With Dianne Morin will process any applicable refund within ten (10) business days of receiving your cancellation notice, provided that program access has not yet been granted or that access was granted within the cancellation window.

## **SECTION 33 — ACCESSIBILITY & REASONABLE ACCOMMODATION**

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[ NEW — April 2026 ] Added April 2026

Dianne Morin Inc dba Cooking with Dianne Morin is committed to making our Websites, programs, events, and services accessible to individuals with disabilities, consistent with the requirements of the Americans with Disabilities Act ("ADA") and applicable law.

## Requesting a Reasonable Accommodation

If you are an individual with a disability — including but not limited to visual impairment, hearing impairment, mobility limitation, cognitive disability, or any other condition covered under the ADA — and you require a reasonable accommodation to access our Websites, participate in a live or virtual cooking event, enroll in or complete The Nourished Midlife Kitchen™ program, or use any of our products or services, we encourage you to notify us as early as possible.

To request an accommodation, please contact us using one of the following methods:

- Email: [cooking@diannemorininc.com](mailto:cooking@diannemorininc.com) — subject line: "Accommodation Request"
- Postal mail: Dianne Morin Inc, Attention: Accessibility, 14715 Seattle Slew Place, Orlando, FL 32826

Please provide: (1) your name and contact information; (2) a description of the event, program, or service you wish to access; (3) a description of the accommodation you are requesting; and (4) any relevant information about the nature of your disability that will help us understand and fulfill your request. You are not required to disclose your specific diagnosis.

## Response Timeline

We will acknowledge receipt of your accommodation request within 3 business days and will work in good faith to provide a reasonable accommodation. We will respond with a proposed accommodation or, if we are unable to fulfill the specific request as made, with an alternative that serves the same purpose, within 10 business days of receiving sufficient information to evaluate your request.

## Examples of Accommodations

Accommodations we may be able to provide include, but are not limited to:

- Providing program materials in alternative formats (e.g., large print, screen-reader-compatible documents, or audio description) for individuals with visual impairments.
- Providing closed captions or written transcripts for live Zoom events for individuals with hearing impairments.
- Adjusting event timing or providing recorded access for individuals unable to attend live sessions due to disability-related reasons.
- Providing extended time or alternative formats for program participation for individuals with cognitive or learning disabilities.

The specific accommodations available may vary depending on the nature of the event, program, or service requested, and subject to undue hardship considerations. We are committed to engaging in an interactive process with you to identify an effective accommodation.

## Website Accessibility

We strive to ensure that our Websites — [www.cookingwithdiannemorin.com](http://www.cookingwithdiannemorin.com), [www.diannemorininc.com](http://www.diannemorininc.com), and [diannemorinincevent.com](http://diannemorinincevent.com), meet or exceed applicable web accessibility standards. If you encounter any barrier to accessing content on our Websites, please contact us at [cooking@diannemorininc.com](mailto:cooking@diannemorininc.com) with a description of the issue, and we will work to address it promptly.

## No Retaliation

Dianne Morin Inc dba Cooking With Dianne Morin will not retaliate against, penalize, or discriminate against any individual who requests a reasonable accommodation in good faith. Exercising your right to request an accommodation will not affect your ability to access our programs, services, or Websites.