

# **Terms of Use**

# **Acceptance of Terms of Use**

Drip Runner, LLC ("COMPANY") requires that all visitors ("<u>you</u>") to the COMPANY website (www.driprunner.us) ("<u>Site</u>") abide by the following Terms of Use ("<u>TOU</u>"). By accessing and using the Site you indicate your agreement to these TOU. **IF YOU DO NOT AGREE TO THESE TOU, PLEASE DO NOT ACCESS OR USE THE SITE.** COMPANY reserves the right to modify these TOU at any time and in any manner, without prior notice.

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#### **Use Limitation**

### No Unlawful or Prohibited Use

As a condition of your use of the Site, you acknowledge and agree that you will not use the Site for any purpose that is unlawful or otherwise prohibited by these TOU. You will not use the Site in any manner that could damage, disable, overburden, or impair the Site or any related service provider server, or the network(s) connected to the Site or any related service provider server, or interfere with any other party's use and enjoyment of the Site.

# Linking

A link to a linked website ("Linked Site") on this Site does not mean that COMPANY endorses or accepts any responsibility for the content, functioning or use of such Linked Site, and you enter any such website at your own risk. You agree that COMPANY has no control over or liability for information on Linked Sites, including the specific Linked Sites described below in the "Practice Better and Stripe" section. You should be aware that Linked Sites may contain rules and regulations, privacy provisions, confidentiality provisions, and other provisions that are different from the provisions provided on this Site. COMPANY is not responsible for such provisions, and expressly disclaims any and all liability related to such provisions. COMPANY prohibits unauthorized hypertext links to this Site, or the framing of this Site.

## **Third-Party Vendors**

COMPANY uses third-party vendors to provide Health Insurance Portability and Accountability Act of 1996 ("<u>HIPAA</u>") compliant platforms for scheduling appointments, sharing protected health information, providing telehealth, and platforms for receiving and processing payments for COMPANY services. These are third parties that are not affiliated with COMPANY. By accessing services provided by the third-party vendors, you agree that COMPANY has no control over or liability for the functionality of the third-party platforms. You should be aware that the third-party vendors may have rules and regulations, privacy provisions, confidentiality provisions and other provisions that are different from the provisions provided on this Site. COMPANY is not responsible for such provisions, and expressly disclaims any and all liability related to such provisions.

## **Disclaimer of Warranties**

THE SITE AND ALL OTHER INFORMATION OR SERVICES AVAILABLE ON THIS SITE, INCLUDING TEXT, IMAGES, AND LINKS, AND THE INFORMATION ON ANY LINKED SITE, WHETHER AFFILIATED OR UNAFFILIATED WITH COMPANY, WHICH YOU MAY VISIT THROUGH THIS SITE, ARE PROVIDED "AS IS," "WHERE IS," AND "AS AVAILABLE," BY COMPANY, AS A CONVENIENCE TO ALL USERS WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS OR

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#### Disclaimer Related to Health Care/Treatment

THE INFORMATION PROVIDED ON THIS SITE IS NOT TO BE CONSIDERED AS MEDICAL ADVICE AND IS NOT MEANT TO REPLACE OR SUBSTITUTE ANY PROFESSIONAL MEDICAL ADVICE GIVEN TO YOU BY YOUR PRIMARY CARE PROVIDER OR ANY LICENSED HEALTH CARE PRACTITIONER THAT YOU MAY SEE IN CONNECTION WITH SERVICES PROVIDED BY THE COMPANY.

COMPANY is not acting as a health care provider through this Site and does not prevent, diagnose, treat or cure diseases and therefore, is not liable for any harm, damage or illness arising from any use of the information contained in this Site. Furthermore, COMPANY is not liable for any harm, damage or illness arising from any use of the information contained in this Site. It is your responsibility to discuss specific healthcare concerns with your primary care physician and any of your other qualified healthcare specialist(s), prior to implementing a new healthcare regimen.

Any recommendations on supplements, dietary or lifestyle modifications shared on this Site are not meant to prevent, treat, or cure any known or suspected condition, disease or disorder. All recommendations are solely provided as health education and not as a replacement for any medications and/or treatments prescribed by your qualified health care provider(s). COMPANY is not liable for any contraindications, adverse effects, or harm that results from any supplements taken. Understand that any choice you make to alter your own healthcare regimen, to include but not limited to supplementation, dietary or lifestyle modification is of your own free will and COMPANY cannot be held responsible. You should always consult with your primary care physician and any of your other qualified healthcare specialist(s) before implementing any of the information contained in this Site.

# **Limitation of Liability**

COMPANY SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND HOWSOEVER CAUSED, WHETHER ARISING UNDER THESE TOU, FROM USE OF THE SITE OR OTHERWISE, EVEN IF COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WAS NEGLIGENT. THIS LIMITATION ON LIABILITY INCLUDES, BUT IS NOT LIMITED TO, THE TRANSMISSION OF ANY VIRUSES THAT MAY INFECT A USER'S EQUIPMENT, FAILURE OF MECHANICAL OR ELECTRONIC EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, STRIKES OR OTHER LABOR PROBLEMS OR ANY FORCE MAJEURE EVENT. IN JURISDICTIONS THAT PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, COMPANY'S LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY THE LAW.

#### **Termination**

COMPANY reserves the right to discontinue providing and/or to terminate your access to the Site or any portion thereof at any time.

#### **Governing Law and International Use**

This Site only is directed to persons in the continental United States, Hawaii and Alaska, however, it may be accessed from many different places around the world. By accessing this Site, you agree that the statutes and laws of the State of Maryland, without regard to any conflicts of laws principles that would apply the law of another jurisdiction, and including the Maryland Uniform Electronic Transactions Act, will apply to all matters relating to the use of this Site. You

further agree that exclusive jurisdiction for all disputes, claims or controversies relating to use of this Site shall be only in a federal or state court with competent jurisdiction in the State of Maryland. You irrevocably consent to the exercise of personal jurisdiction by such courts in any such dispute, claim or controversy and irrevocably waive any objection on the ground of venue or the convenience of the forum. Any judgment entered in any such dispute, claim or controversy may be enforced in other jurisdictions in any manner provided by law. Those who choose to access this Site from other locations do so on their own initiative and are responsible for compliance with local laws.

#### **Feedback**

To the extent permitted by applicable law, any comments or materials ("Feedback") sent to COMPANY including questions, suggestions, ideas, comments, or the like relating to this Site shall be deemed to be non-confidential and shall become the property of COMPANY upon receipt. COMPANY shall have no obligation of any kind with respect to such Feedback and shall be free to transmit, reproduce, use, exhibit, disclose, display, transform, copyright, create derivative works, and distribute the Feedback to others without limitation. Further, COMPANY shall be free to use any ideas, concepts, know-how and techniques contained in such Feedback for any purpose whatsoever, including but not limited to, developing, manufacturing and marketing products or services incorporating such information.

#### Miscellaneous

These TOU constitute the entire agreement between you and COMPANY and supersede all prior or contemporaneous communications, promises and proposals, whether oral, written or electronic, between you and COMPANY with respect to this Site. If any part of these TOU is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision, and the remainder of these TOU shall continue in effect. A printed version of these TOU and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these TOU to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. All rights not expressly granted herein are reserved.

# For More Information

If you have any comments, concerns or questions regarding these TOU, please contact us at service@driprunner.us.

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