

Terms & Conditions

Last Updated: June 15, 2020

These terms and conditions (“**Terms**”) govern your access to the WellnessMatch website and mobile application (both collectively referred herein as, the “**Website**”).

Your access to and use of the Website is expressly conditioned on your compliance with these Terms. Certain features, services or tools of the Website may be subject to additional guidelines, terms, or rules, which will be posted with those features and are a part of these Terms.

The term “**you**” or “**User**” shall refer to any person or entity who views, uses, accesses, browses or submits any content or material to the Website.

The Website is offered to you conditioned on your acceptance without modification of Terms contained herein. Your use of the Website constitutes your agreement to all such Terms. Please read these terms carefully and keep a copy of them for your reference.

These Terms are important and affect your legal rights, so please read them carefully. Note that these Terms contain a mandatory arbitration provision that requires the use of arbitration on an individual basis and limits the remedies available to you in the event of certain disputes.

YOU ACKNOWLEDGE AND AGREE THAT, BY ACCESSING, USING AND/OR CREATING AN ACCOUNT ON THE WEBSITE, OR COMMUNICATING WITH USERS THROUGH THE WEBSITE, YOU ARE AFFIRMING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS, WHETHER OR NOT YOU HAVE REGISTERED WITH THE WEBSITE. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE WEBSITE.

PRIVACY

Your use of the Website is subject to our Privacy Policy. Please review our [Privacy Policy](#), which also governs the Website and informs Users of our data collection practices.

USE OF OUR WEBSITE

This Website provides blogs regarding weekly wellness news content. Subject to your compliance with its obligations under these Terms, we will provide you with access to the Website. Access to the Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide without notice. We will not be liable if for any reason our Website is unavailable at any time or for any period. We may make some parts of our Website available only to Users who have registered an account with us. You may be required to register an account with us and submit certain personal data to access certain parts of our Website.

You must be eighteen (18) or over in order to use the Website and its services. We do not knowingly collect, either online or offline, personal information from persons under the age of thirteen (13).

REGISTRATION, ACCOUNT AND COMMUNICATION PREFERENCES

In order to use certain areas or features of the Website, you will need to have an account with us (the “**Account**”). By creating an Account, you agree to (i) provide accurate, current and complete account information about yourself as necessary, (ii) maintain and promptly update from time to time as necessary your Account information, (iii) maintain the security of your password and accept all risks of unauthorized access to your Account and the information you provide to us, and (iv) immediately notify us if you discover or otherwise suspect any security breaches related to your Account. In creating an Account, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or any other applicable jurisdiction. We reserve the right to suspend or terminate your Account if any information provided during the registration process or thereafter proves to be inaccurate, false or misleading.

(a) *Communication Preferences*

By creating an Account, you also consent to receive electronic communications from us (e.g., via email or by posting notices to the Website). These communications may include notices about your Account (e.g., password changes, updates and other transactional information) and are part of your relationship with us. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing.

(b) *Account Information*

You agree to provide current, complete and accurate payment and account information for your Account. You agree to promptly update your Account and other information, including your email and address, so that we can complete your transactions and contact you as needed. We reserve the right to suspend the provision of the Website or any part thereof, if any information provided during the registration process or thereafter proves to be inaccurate, false or misleading. You are responsible for all charges incurred under your Account, whether made by you or another person using your Account.

(c) *Account Access and Security*

If you use the Website, you are responsible for maintaining the confidentiality of your Account and password for restricting access to your computer or mobile device, and you agree to accept responsibility for all activities that occur under your Account or password. You may not assign or otherwise transfer your Account to any other person or entity. You acknowledge that we are not responsible for third party access to your account that results from theft or misappropriation of your account. We reserve the right to refuse or cancel service, terminate accounts, or remove or edit content from the Website if in our opinion, you have failed to comply with any of the provisions of these Terms.

ACCESS TO THE WEBSITE

We shall use commercially reasonable efforts to ensure the availability of the Website, except that we shall not be liable for: (a) scheduled downtime; or (b) any unavailability caused directly or

indirectly by circumstances beyond our reasonable control, including without limitation, (i) a force majeure event; (ii) Internet service provider, webhosting, cloud computing platform, or public telecommunications network failures or delays, or denial of service attacks; (iii) a fault or failure of your computer systems or networks; or (iv) any breach by of these Terms by you.

PROHIBITED USES

Use of the Website is limited to the permitted uses expressly authorized by us. The Website shall not be used in any way that:

- (1) Harasses, abuses, stalks, threatens, defames, or otherwise infringes or violates the rights of any other party (including but not limited to rights of publicity or other proprietary rights);
- (2) is unlawful, fraudulent, or deceptive;
- (3) uses technology or other means to access unauthorized content or non-public spaces;
- (4) uses or launches any automated system or process, including without limitation, "bots," "spiders," or "crawlers," to access unauthorized content or non-public spaces;
- (5) attempts to introduce viruses or any other harmful computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- (6) attempts to damage, disable, overburden, or impair our servers or networks;
- (7) attempts to gain unauthorized access to our computer network;
- (8) attempts to gain unauthorized access to our user accounts;
- (9) uses false or inaccurate user accounts;
- (10) encourages conduct that would constitute a criminal offense, or that gives rise to civil liability;
- (11) violates these Terms in any manner; or
- (12) fails to comply with applicable third-party terms and conditions or other third-party policies.

INTELLECTUAL PROPERTY RIGHTS

You are granted a non-exclusive, non-transferable, revocable license to access and use the Website strictly in accordance with these Terms. As a condition of your use of the Website, you warrant to us that you will not use the Website for any purpose that is unlawful or prohibited by these Terms. You may not use the Website in any manner which could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of the Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website.

All content included as part of the Website, such as text, graphics, logos, images, videos, as well as the compilation thereof, and any software used on the Website, is our property or property of our suppliers, and is protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Website. Our content is not for resale. Your use of the Website does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use and will make no other use of the content without our express written permission and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to our intellectual property or our licensors except as expressly authorized by these Terms.

FEEDBACK

You can submit questions, comments, suggestions, ideas, original or creative materials or other information about the Website or the services provided through the Website (collectively, “**Feedback**”). Feedback is non-confidential and shall become our property. We shall own exclusive rights, including, without limitation, all intellectual property rights, in and to such Feedback and shall be entitled to the unrestricted use and dissemination of this Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

LINKS TO THIRD PARTY WEBSITES/THIRD-PARTY SERVICES

The Website may contain links to other brands or services (“**Linked Website**”). The Linked Websites are not under our control and we are not responsible for the contents of any Linked Websites, including without limitation any link contained in a Linked Website, products or merchandise sold through the Website, or any changes or updates to a Linked Website. We are providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by us of the services or any association with its operators. Certain services made available through the Website are delivered by third parties and organizations. By using any product, service or functionality originating from the Website, you hereby acknowledge and consent that we may share such information and data with any third party with whom we have a contractual relationship to provide the requested product, service or functionality on behalf of us and customers.

THIRD PARTY ACCOUNTS

If you register to the Services by using your Facebook or Google (individually, as a “**Third Party Account**”) login information, you authorize us to access and use certain Third Party Account information, including, but not limited to, any of your Third Party Account public profile and other information such as the profiles of Facebook friends or followers you might share in common with other Users. Please note that if your Third-Party Account or associated service becomes unavailable or if our access to such account is terminated by the third-party service provider, the Third-Party Account content will no longer be available on or through the Website. You have the ability to disable the connection between your Account and your Third-Party Account, at any time. Your relationship with such Third-Party service providers associated with your Third-Party Accounts is governed solely by your Agreement(s) with such Third-Party Service Providers. We make no effort to review any Third-Party Account content for any purpose, including but not limited

to for accuracy, legality or non-infringement and we are not responsible for any Third-Party Account content.

USER CONTENT

You may generate content, written or otherwise, while using the Website ("**User Content**"). You acknowledge and agree that your User Content may be used, reproduced, displayed, modified, deleted, added to, adapted, and published by us (for example, in product marketing campaigns). You thereby grant us and our successors a worldwide, irrevocable, transferrable, sub-licensable, fully paid and royalty-free, and non-exclusive license to use, reproduce, display, modify, delete from, add to, adapt, publish, and prepare derivative works from your User Content. You further acknowledge and agrees that you and you alone, are responsible for the development your User Content. You grant all rights described in this paragraph in consideration of your use of the Website, without compensation of any sort to you. We do not claim ownership of User Content.

We will not access, view, display or listen to any User Content, except as set forth in the Terms and as reasonably necessary to perform the Website, including to monitor your conduct and misuse. Actions reasonably necessary to perform the Website may include (but are not limited to) (a) advertising, marketing or otherwise promoting the Website; (b) responding to support requests and facilitating communication among Users; (c) detecting, preventing, or otherwise addressing fraud, security, unlawful, or technical issues; and (d) enforcing these Terms. We reserve the right to review, remove, block, or modify any content on the Website, including User Content, without notice or further obligation to you.

The uploaded User Content must be original material that has been created by the User. Any copyrighted material is strictly prohibited. By uploading content to the Website, you represent and warrant that: (i) you exclusively own all right, title, and interest in and to the uploaded User Content; (ii) the uploaded User Content does not infringe upon the Intellectual Property Rights of any third party; and (iii) there are no legal actions, investigations, claims, or proceedings pending or threatened relating to the uploaded User Content.

ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on the Website that contains typographical errors, inaccuracies or omissions that may relate to product or service descriptions, pricing, promotions, offers, charges and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel transactions if any information in the Website is inaccurate at any time without prior notice. We undertake no obligation to update, amend or clarify information on the Website, except as required by law. No specified update or refresh date applied in the Website, should be taken to indicate that all information in the Website has been modified or updated.

WE DO NOT REPRESENT, WARRANT OR OTHERWISE ENDORSE THAT THE WEBSITE OR ANY CONTENT OR INFORMATION THAT IS AVAILABLE, ADVERTISED OR SOLD THROUGH THE WEBSITE ARE ACCURATE, COMPLETE, AVAILABLE, CURRENT, OR THAT THE

RESULTS OF USING THE WEBSITE WILL MEET YOUR REQUIREMENTS. WE RESERVE THE RIGHT TO CORRECT ANY ERRORS OR OMISSIONS IN THE WEBSITE.

INDEMNIFICATION

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS US, OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND THIRD PARTIES, FOR ANY LOSSES, COSTS, LIABILITIES AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS) RELATING TO OR ARISING OUT OF YOUR USE OF OR INABILITY TO USE THE WEBSITE, YOUR VIOLATION OF THESE TERMS OR YOUR VIOLATION OF ANY RIGHTS OF A THIRD PARTY, OR YOUR VIOLATION OF ANY APPLICABLE LAWS, RULES OR REGULATIONS. WE RESERVE THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, IN WHICH EVENT YOU WILL FULLY COOPERATE WITH US IN ASSERTING ANY AVAILABLE DEFENSES.

NO WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED BY US TO THE CONTRARY IN WRITING, THE WEBSITE AND THE INFORMATION CONTAINED ON THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE WEBSITE AND INFORMATION CONTAINED THEREIN. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS, AND EXPRESSLY DISCLAIM ANY WARRANTY OR CONDITION OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

Reference to any products, services, processes or other information by trade name, trademark, manufacturer, supplier, vendor or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by us. Some jurisdictions do not allow the disclaimer of implied terms in contracts with consumers, so some or all of the disclaimers in this section may not apply to you.

LIMITATIONS OF LIABILITY

By using the Website, you agree that we and each of our respective parents, affiliates, subsidiaries, franchisees, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, web masters, and their respective officers, directors, employees, representatives and agents (the "**Released Parties**") will not be responsible for any incorrect or inaccurate information, whether caused by you or by any of the equipment or programming associated with or utilized to access the Website; technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in network hardware or software or technical or human error.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE OR ANY OF THE RELEASED PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL,

CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, INCOME OR PROFITS) ARISING OUT OF OR IN ANY WAY RELATED TO THE ACCESS OR USE OF THE WEBSITE OR THE USE OF ANY SERVICES PROVIDED BY US OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), STRICT PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE). TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL OUR MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS, THE ACCESS TO AND USE OF THE WEBSITE EXCEED THE AMOUNT PAID BY YOU FOR THE SERVICES PROVIDED BY US, IF ANY.

RELIANCE ON INFORMATION POSTED

Commentary and other materials posted on the Website are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor of the Website, or by anyone who may be informed of any of its contents.

THE INFORMATION INCLUDING ANY ADVICE AND RECOMMENDATIONS ON THE WEBSITE IS INTENDED SOLELY FOR INFORMATIONAL PURPOSES. IT IS NOT INTENDED AS A MEDICAL OR HEALTHCARE ADVICE, OR TO BE USED FOR MEDICAL DIAGNOSIS OR TREATMENT OR ANY INDIVIDUAL PROBLEM. IT IS ALSO NOT INTENDED AS A SUBSTITUTE FOR PROFESSIONAL ADVICE AND SERVICES FROM A QUALIFIED HEALTHCARE PROVIDER FAMILIAR WITH YOUR UNIQUE FACTS. ALWAYS SEEK ADVICE OF YOUR DOCTOR OR OTHER QUALIFIED HEALTHCARE PROVIDER REGARDING ANY MEDICAL CONDITION OR TREATMENT.

IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY, CALL YOUR DOCTOR, GO TO THE EMERGENCY DEPARTMENT, OR CALL 911 IMMEDIATELY. WE DO NOT RECOMMEND OR ENDORSE ANY SPECIFIC TESTS, PHYSICIANS, PRODUCTS, PROCEDURES, OPINIONS, OR OTHER INFORMATION THAT MAY BE MENTIONED ON THE WEBSITE. RELIANCE ON ANY INFORMATION PROVIDED BY US, OUR EMPLOYEES, CONTRACTED PERSONS, OR MEDICAL PROFESSIONALS REPRESENTING CONTENT ON THE WEBSITE IS SOLELY AT YOUR OWN RISK.

ELECTRONIC COMMUNICATIONS

Using the Website or sending emails to us constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Website, satisfy any legal requirement that such communications be in writing.

HARM FROM COMMERCIAL USE

You agree that the consequences of commercial use or re-publication of content or information from the Website may be so serious and incalculable, that monetary compensation may not be a sufficient or appropriate remedy and that we will be entitled to temporary and permanent injunctive relief to prohibit such use.

TERMINATION OR MODIFICATION OF SERVICE

We reserve the right to refuse registration, to suspend, block, prevent access to, cancel, or otherwise terminate your right to use the Website at any time, with or without cause, in our sole discretion and without prior notice to you. We may refuse to accept or may cancel any registration, whether or not the registration has been confirmed, for any or no reason, and without liability to you or anyone else. We also reserve the right to limit or prohibit all activity, including Accounts that, in our sole judgment, appear to be malicious or unlawful. All provisions of these Terms, which by their nature should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

ARBITRATION

BY AGREEING TO THE TERMS, YOU AGREE THAT YOU ARE REQUIRED TO RESOLVE ANY CLAIM THAT YOU MAY HAVE AGAINST US ON AN INDIVIDUAL BASIS IN ARBITRATION, AS SET FORTH IN THIS ARBITRATION SECTION. THIS WILL PRECLUDE YOU FROM BRINGING ANY CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION AGAINST US, AND ALSO PRECLUDE YOU FROM PARTICIPATING IN OR RECOVERING RELIEF UNDER ANY CURRENT OR FUTURE CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE ACTION BROUGHT AGAINST US BY SOMEONE ELSE.

You agree that any dispute, claim or controversy arising out of or relating to (a) these Terms or the existence, breach, termination, enforcement, interpretation or validity thereof, or (b) your access to or use of the Website at any time, whether before or after the date you agreed to the Terms, will be settled by binding arbitration, and not in a court of law.

The arbitration shall be administered by the American Arbitration Association ("**AAA**") in accordance with the AAA's Consumer Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "**AAA Rules**") then in effect, except as modified by this Arbitration Agreement. The parties agree that the arbitrator ("**Arbitrator**"), and not any federal, state, or local court or agency, shall have exclusive authority to resolve any disputes relating to the interpretation, applicability, enforceability or formation of this Arbitration Agreement, including any claim that all or any part of this Arbitration Agreement is void or voidable. Notwithstanding any choice of law or other provision in the Terms, the parties agree and acknowledge that this Arbitration Agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act, ("**FAA**"), will govern its interpretation and enforcement and proceedings pursuant thereto. It is the intent of the parties that the FAA and AAA Rules shall pre-empt all state laws to the fullest extent permitted by law. If the FAA and AAA Rules are found to not apply to any issue that arises under this Arbitration Agreement or the enforcement thereof, then that issue shall be resolved under the laws of the state of New York.

The Arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regard to these Terms or any disputes arising as a result of these Terms, whether directly or indirectly, including tort claims that are a result of these Terms. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. YOU UNDERSTAND AND AGREE THAT YOU ARE GIVING UP THE RIGHT TO GO TO COURT AND HAVE A DISPUTE HEARD BY A JUDGE OR JURY. This Arbitration Agreement shall survive the termination of these Terms.

CLASS ACTION WAIVER

Any arbitration or action under these Terms will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, the arbitrator or judge may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

JURISDICTION AND APPLICABLE LAW

If for any reason, if a dispute proceeds in court, you irrevocably consent to the exclusive jurisdiction of the state and/or federal courts in the State of New York for purposes of any legal action arising out of or related to the use of the Website or these Terms. To the maximum extent permitted by law, this agreement is governed by the laws of the State of New York, United States of America, without regard to New York conflict of laws rules. Use of the Website is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

ENTIRE AGREEMENT

Unless otherwise specified herein, this agreement constitutes the entire agreement between you and us with respect to the Website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and us.

CHANGES TO TERMS

We reserve the right, in our sole discretion, to change the Terms under which the Website is offered. The most current version of the Terms will supersede all previous versions. We encourage you to periodically review the Terms to stay informed of our updates. We may alter or amend our Terms by giving you reasonable notice. By continuing to use the Website after expiry of the notice period or accepting the amended Terms (as we may decide at our sole discretion), you will be deemed to have accepted any amendment to these Terms.

RELATIONSHIP BETWEEN THE PARTIES

The Parties are independent contractors and nothing in these Terms shall be construed as making either party the partner, joint venturer, agent, legal representative, employer, contractor, or employee of the other. Each Party has sole responsibility for its activities and its personnel and shall have no authority and shall not represent to any third party that it has the authority to bind or otherwise obligate the other Party in any manner.

SEVERABILITY

If any term, clause or provision of these Terms is held invalid or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

FORCE MAJEURE

We shall be excused from performance under these Terms, to the extent we are prevented or delayed from performing, in whole or in part, as a result of an event or series of events caused by or resulting from: (a) weather conditions or other elements of nature; (b) acts of war, acts of terrorism, insurrection, riots, civil disorders, or rebellion; (c) quarantines, pandemics, or embargoes; (d) labor strikes; (e) error or disruption to major computer hardware or networks or software failures; or (g) other causes beyond our reasonable control.

MISCELLANEOUS

These Terms constitute the entire agreement between you and us relating to your access to and use of the Website. The Website is controlled and operated from within the United States. Without limiting anything else, we make no representation that the Website, information or other materials available on, in, or through the Website are appropriate or available for use in other locations, and access to them from territories where they are illegal is prohibited. Those who choose to access our Website from other locations do so on their own volition and are responsible for compliance with applicable laws. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you without our prior written consent. Our waiver or failure to exercise in any respect any right provided hereunder shall not be deemed a waiver of such right in the future or a waiver of any of other rights established under these Terms. Headings used in these Terms are for reference only and shall not affect the interpretation of these Terms. No person or entity not party to this agreement will be deemed to be a third-party beneficiary of these Terms or any provision hereof. When used herein, the words “includes” and “including” and their syntactical variations shall be deemed followed by the words “without limitation.”

CONTACT US

We welcome your questions or comments regarding these Terms:

By E-mail:

admin_home@wellnessnow.online