

## HEALTHFUL LIFE MD, PLLC TERMS OF USE AGREEMENT

### Preamble

This Terms of Use Agreement (“Agreement”) sets forth the legally binding terms for your use of the Services as defined herein. Please read this Agreement carefully and save it. If you do not agree with it, you should leave the Website and discontinue use of the Services immediately.

**By using the Services, you agree to be bound by this Agreement**, whether you are a “Member” (which means that you have registered with Healthful Life, been accepted for Membership, and paid all applicable fees) or a “Visitor” (which means that you have accessed the Website or been invited to participate in the Services but do not have a Membership). In this Agreement, the terms “Member” or “you” refers both to a Visitor or a Member. You are only authorized to use the Services (regardless of whether your access or use is intended) if you agree to abide by all applicable laws and to this Agreement.

### Terms and Conditions

1. **Eligibility.** Use of and Membership in the Services is void where prohibited. By using the Services, you represent and warrant that (a) all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you are 18 years of age or older or have written permission from a parent or legal guardian; and (d) your use of the Services does not violate any applicable law or regulation.
2. **Term; Pricing; Renewal; Cancellation; Refund Policy; Termination.**
  - a. **Membership Term.** The only Membership Term offered at this time is for 3 months from the date Membership is activated or renewed (the “Membership Term”).
  - b. **Membership Fee.** Pricing is subject to change (increase or decrease) between Membership Terms at the sole discretion of *Healthful Life*.
    - i. **Per Month Payment.** Membership costs \$110.00 per month for a total of \$330.00 per Membership Term (\$110.00 x 3 months). Monthly fees will be due and payable on the 1<sup>st</sup> day of each month during the Membership Term. *Healthful Life* may restrict access to the Services or terminate Services completely if you do not submit monthly payments when due.
    - ii. **Lump Sum Payment.** Members may also choose to pay for all three months in one lump sum payment at the beginning of the first month. Choosing this option reduces the monthly Membership cost to \$97.00 per month for a total of \$291.00 per Membership Term (\$97.00 x 3 months).
  - c. **Renewal and Cancellation.** Your Membership will automatically renew for additional 3 month increments unless you submit written cancellation notice to [admin@healthfullifemd.com](mailto:admin@healthfullifemd.com) at least 30 days before expiration of any Membership Term. If a written cancellation notice is not received at least 30 days in advance of any Membership Term expiration, then you will be obligated to pay the entire amount of the subsequent Membership Term (i.e. an additional 3 months of Services).
  - d. **Refund Policy.** *Healthful Life* does not offer refunds for any reason.
  - e. **Termination.** *Healthful Life* may restrict, suspend, or terminate your Membership and access to the Services at any time, for any reason or no reason, with or without prior notice, and without liability.
3. **Services.** *Healthful Life MD, PLLC* is a professional limited liability company organized and existing under the laws of the State of Colorado (“*Healthful Life*” or “we”). *Healthful Life* sponsors virtual events and hosts the website <https://healthfullifemd.com> (the “Website”) which allows Members to login and participate in virtual webinars and support groups (together the “Services”). *Healthful Life* does not provide the hardware or software necessary to access the Services (i.e. you must provide your own computer or smartphone capable of accessing the Website and you must download the necessary software to support the applications used by *Healthful Life* to live-stream the Services, such as Zoom or YouTube). **The Services are provided “AS-IS” and as available. *Healthful Life* cannot guarantee and does not promise any specific results from use of the Services.**
4. **Membership Details.** *Healthful Life* will host 1 virtual webinar and 1 virtual support group each month.
  - a. **Virtual Webinars.** You are encouraged to attend and participate in each month’s live webinar event. However, Webinars will be recorded and made accessible to Members on the Website throughout the duration of each Membership Term.

b. *Virtual Support Groups.* Virtual support groups are a safe place where Members can share common experiences and concerns and provide each other with encouragement and comfort. Support groups will be led by a certified psychologist working with *Healthful Life*; however, these support groups are not therapeutic in nature and are only intended to provide support and education. Support group meetings cannot be recorded, either by *Healthful Life* or any Member, in accordance with applicable law. It is therefore very important that Members attend virtual support group meetings. There will be no refunds of any kind issued to any Member who is unable to attend a virtual support group meeting for any reason. To be eligible to attend a virtual support group, each Member must provide *Healthful Life* with the physical address of their viewing location. The Member's location must be accurate for every virtual support group meeting in case *Healthful Life* is required to send emergency services to your location. *Healthful Life* will not disclose your location to anyone else. Members have the option of remaining anonymous during virtual support group meetings, both by logging into the meeting under an alias, and by disabling their video feed function (if using a computer). However, if a Member desires to use an alias, then they must provide this alias to *Healthful Life* before each virtual support group meeting. *Healthful Life* will keep aliases confidential and will not disclose them to anyone else.

5. Confidentiality.

a. Sensitive information about Members is often exchanged in virtual webinars and support groups. To protect and promote this type of disclosure, *Healthful Life* follows professional, legal, and ethical guidelines established by professional organizations and state law to maintain confidentiality. Confidentiality, a trust that information shared in virtual webinars and support groups will not be shared outside such webinars or support groups, is a shared responsibility amongst all Members and leaders of webinars and support group discussions. It is an integral part of maintaining a safe place where Members feel comfortable sharing their experiences and perspectives. However, there are some exceptions in which *Healthful Life* may be required to disclose confidential information, including: 1) threats of imminent harm to yourself or others, 2) reporting of child or elder abuse in certain circumstances, 4) threats to national security or a public place, and 3) when required by a court order or subpoena or as otherwise required by law.

b. By participating in the Services, you understand that *Healthful Life* may conduct a follow up with you to determine your risk level if you communicate a desire to harm yourself or others. *Healthful Life* may also contact other licensed professionals or appropriate authorities to provide emergency services where appropriate.

c. Members are prohibited from disclosing confidential information regarding other Members to any third party (i.e. any person who did not participate in the virtual webinar or support group meeting). This includes verbal, written, or electronic communications to third parties, or posting on social media sites such as Facebook, Twitter, Instagram, or LinkedIn. If *Healthful Life*, in its sole discretion, determines that you made such a disclosure, then *Healthful Life* may immediately terminate your Membership without a refund. Members should also be aware that sharing confidential information about another Member may result in civil or criminal liability.

6. Accommodations. *Healthful Life* welcomes people with disabilities and is committed to complying with state and federal law that require accommodations under certain circumstances. Members with disabilities are encouraged to contact *Healthful Life* via email ([admin@healthfullifemd.com](mailto:admin@healthfullifemd.com)) if they need an accommodation for any virtual event hosted by *Healthful Life*. Members must contact *Healthful Life* as soon as practicable to make accommodation requests prior to the date of the virtual event, to give *Healthful Life* as much time as possible to: 1) determine if the accommodation is required by law, 2) determine what, if any, accommodation will be provided to the Member, and 3) make plans to implement the requested accommodation.

7. Password. When you sign up to become a Member, you will also be asked to choose a password. You are entirely responsible for maintaining the confidentiality of your password. You agree not to use the account, username, or password of another Member at any time or to disclose your password to any third party. You agree to notify *Healthful Life* immediately if you suspect any unauthorized use of your account or access to your password. You are solely responsible for any and all use of your account.

8. Noncommercial Use by Members. All commercial endeavors by any Member must be specifically approved by *Healthful Life* in writing. Illegal and/or unauthorized use of the Services, including collecting contact information, usernames, or e-mail addresses of Members by electronic or other means for the purpose of sending unsolicited e-mail or unauthorized framing of or linking to the Website is prohibited. Unauthorized commercial advertisements, affiliate links, and other forms of solicitation during virtual webinars or support groups may result in termination of Membership privileges without a refund. Appropriate legal action will be taken for any illegal or unauthorized use of the Services.

9. Prohibited Content & Activities.

a. You are solely responsible for what you communicate to other Members through use of the Services. The

following is a partial list of the kind of content that is illegal or prohibited to post or communicate on or through the Services. *Healthful Life* reserves the right to investigate and take appropriate legal action against anyone who, in *Healthful Life's* sole discretion, violates this provision, including without limitation, removing the offending communication from the Services and terminating the Membership of such violators. Prohibited content includes, but is not limited to content that, in the sole discretion of *Healthful Life*:

- i. is patently offensive and promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- ii. harasses or advocates harassment of another person;
- iii. exploits people in a sexual or violent manner;
- iv. contains nudity, violence, or offensive subject matter or contains a link to an adult website;
- v. promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- vi. promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated videos or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
- vii. involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, "spimming," or "spamming";
- viii. contains restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page);
- ix. furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- x. solicits passwords or personal identifying information for commercial or unlawful purposes from other Members;
- xi. involves commercial activities or sales without our prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes; or
- xii. includes a photograph of another person that you have posted without that person's consent.

b. The following is a partial list of the kind of activity that is illegal or prohibited on the Website and through your use of the Services. *Healthful Life* reserves the right to investigate and take appropriate legal action against anyone who, in *Healthful Life's* sole discretion, violates this provision, including without limitation, reporting you to law enforcement authorities. Prohibited activity includes, but are not limited to:

- i. criminal or tortious activity, including child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, stalking, spamming, spimming, sending of viruses or other harmful files, copyright infringement, patent infringement, or theft of trade secrets;
- ii. advertising to, or solicitation of, any Member to buy or sell any unauthorized products or services through the Services. You may not transmit any chain letters or junk e-mail to other Members. It is also a violation of these rules to use any information obtained from the Services in order to contact, advertise to, solicit, or sell to any Member without their prior explicit consent. If you breach this Agreement and send unsolicited bulk e-mail, instant messages or other unsolicited communications of any kind through the Services, you acknowledge that you will have caused substantial harm to *Healthful Life*, but that the amount of such harm would be extremely difficult to ascertain. As a reasonable estimation of such harm, you agree to pay *Healthful Life* \$100 for each such unsolicited e-mail or other unsolicited communication you send through the Services;
- iii. any automated use of the system, such as using scripts to add friends or send comments or messages;
- iv. interfering with, disrupting, or creating an undue burden on the Services or the networks or services connected to the Services;
- v. attempting to impersonate another Member or person;
- vi. using the account, username, or password of another Member at any time or disclosing your password to any third party or permitting any third party to access your account;
- vii. selling or otherwise transferring your profile;
- viii. using any information obtained from the Services in order to harass, abuse, or harm another

person;

- ix. displaying an advertisement, or accepting payment or anything of value from a third person in exchange for your performing any commercial activity on or through the Services on behalf of that person; or
- x. using the Services in a manner inconsistent with any and all applicable laws and regulations.

10. Hyperlinks. Hyperlinks may be posted on the Website or during virtual webinars or support group meetings that take Members to a third-party website not controlled by *Healthful Life*. *Healthful Life* is not responsible for the content, accuracy or opinions expressed on such websites, and such websites are in no way investigated, monitored or checked for accuracy or completeness by *Healthful Life*. Inclusion of any linked website on the Services does not imply approval or endorsement of the linked website by *Healthful Life*. When you access these third-party sites, you do so at your own risk. *Healthful Life* takes no responsibility for third party advertisements which are posted on this Website or through the Services, nor does it take any responsibility for the goods or services provided by its advertisers.

11. Copyright Policy. You may not post, modify, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information belonging to others without obtaining the prior written consent of the owner of such proprietary rights. It is the policy of *Healthful Life* to terminate Membership privileges of any Member who infringes the copyright rights of others upon receipt of prompt notification to *Healthful Life* by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on the Services in a way that constitutes copyright infringement, please provide our lawyer with the following information: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (ii) a description of the copyrighted work that you claim has been infringed; (iii) a description of where the material that you claim is infringing is located on the Services; (iv) your address, telephone number, and e-mail address; (v) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

12. Privacy. Use of the Services is also governed by our Privacy Policy, which is contained in a separate document (the hyperlink for the Privacy Policy is available on the Website) and incorporated into this Agreement by this reference.

13. Limitations on Liability.

a. UNDER NO CIRCUMSTANCES SHALL *HEALTHFUL LIFE* BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING PERSONAL INJURY OR DEATH, RESULTING FROM USE OF THE SERVICES, FROM ANY CONTENT POSTED ON OR THROUGH THE SERVICES, OR FROM THE CONDUCT OF ANY MEMBER OF THE SERVICES, WHETHER ONLINE OR OFFLINE.

b. *HEALTHFUL LIFE* ASSUMES NO RESPONSIBILITY FOR ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, ANY MEMBER COMMUNICATION. *HEALTHFUL LIFE* IS NOT RESPONSIBLE FOR ANY PROBLEMS OR TECHNICAL MALFUNCTION OF ANY TELEPHONE NETWORK OR LINES, COMPUTER ONLINE SYSTEMS, SERVERS OR PROVIDERS, COMPUTER EQUIPMENT, SOFTWARE, FAILURE OF ANY E-MAIL OR VIDEO OR AUDIO PLAYERS DUE TO TECHNICAL PROBLEMS OR TRAFFIC CONGESTION ON THE INTERNET OR ON ANY OF THE SERVICES OR COMBINATION THEREOF, INCLUDING ANY INJURY OR DAMAGE TO MEMBERS OR TO ANY PERSON'S COMPUTER RELATED TO OR RESULTING FROM PARTICIPATION OR DOWNLOADING MATERIALS IN CONNECTION WITH THE SERVICES.

c. IN NO EVENT SHALL *HEALTHFUL LIFE* BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT DAMAGES ARISING FROM YOUR USE OF THE SERVICES, EVEN IF *HEALTHFUL LIFE* HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, *HEALTHFUL LIFE'S* LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO *HEALTHFUL LIFE* FOR *HEALTHFUL LIFE* SERVICES DURING THE TERM OF MEMBERSHIP.

14. Disputes. Any dispute involving this Agreement or the Services will be governed by the laws of the State of Colorado without regard to Colorado's conflicts of laws provisions. You and *Healthful Life* agree to submit to the exclusive jurisdiction of either the Courts of the State of Colorado located in Denver, Colorado, or United States Federal District Courts within Denver, Colorado and agree to accept service of process by registered or certified mail, return receipt requested, in

accordance with Colorado or Federal rules of civil procedure.

15. Class Action Waiver. EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN THIS SECTION, ANY ARBITRATION OR COURT ACTION HEREUNDER SHALL PROCEED SOLELY ON AN INDIVIDUAL BASIS WITHOUT THE RIGHT FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS OR COLLECTIVE ACTION BASIS OR ON A BASIS INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF OTHERS OR ANY GOVERNMENTAL BODY OR THE PUBLIC. CLASS AND COLLECTIVE ACTIONS UNDER THIS SECTION ARE PROHIBITED, WHETHER IN COURT OR ARBITRATION, AND THE ARBITRATOR OR COURT, AS APPLICABLE, SHALL HAVE NO AUTHORITY TO PROCEED ON SUCH BASIS. ANY ISSUE CONCERNING THE ENFORCEABILITY OR VALIDITY OF THIS SECTION AND THE WAIVER HEREIN SHALL BE DECIDED BY A COURT WITH JURISDICTION AND VENUE AS PROVIDED IN SECTION 14. IN CONNECTION HERewith, IF THERE IS A DETERMINATION BY SUCH COURT THAT THIS SECTION IS UNENFORCEABLE, THEN ANY CLASS, COLLECTIVE, REPRESENTATIVE OR JOINT ACTION BY THE PARTIES SHALL ONLY BE BROUGHT IN A COURT WITH JURISDICTION AND VENUE AS PROVIDED IN SECTION 14, AND NOT IN ARBITRATION.

16. Indemnity. You agree to indemnify, defend, and hold *Healthful Life*, its subsidiaries, and affiliates, and their respective directors, officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorney's fees, made by another *Healthful Life* Member, Visitor, or any third party due to or arising out of your use of the Services in violation of this Agreement, or arising from a breach of this Agreement, or any breach of your representations and warranties set forth above, or if any content that you post or communicate on the Website or through the Services causes *Healthful Life* to be liable to another.

17. Modification. *Healthful Life* may modify this Agreement from time-to-time and such modification shall be effective upon posting by *Healthful Life* on the Website. You agree to be bound to any changes to this Agreement when you use the Services after any such modification is posted. It is therefore important that you review this Agreement regularly to ensure you are updated as to any changes.

18. Entire Agreement. This Agreement constitutes the entire agreement between you and *Healthful Life* regarding the terms contained herein.

19. Waiver. No waiver by *Healthful Life* shall be effective unless explicitly set forth in writing and signed by *Healthful Life*. No waiver by *Healthful Life* shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure of *Healthful Life* to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

20. Section Titles. The section titles in this Agreement are for convenience only and have no legal or contractual effect.

21. Severability. This Agreement shall operate to the fullest extent permissible by law. If any provision of this Agreement is unlawful, void or unenforceable, that provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions.

Please contact us at [admin@healthfullifemd.com](mailto:admin@healthfullifemd.com) with any questions regarding this Agreement.

I HEREBY WARRANT THAT I AM EITHER OF LEGAL AGE OR A MINOR WHO HAS THE CONSENT OF MY PARENT OR LEGAL GUARDIAN, UNDER NO LEGAL DISABILITY AND HAVE THE FULL RIGHT AND AUTHORITY TO EXECUTE THIS AGREEMENT; THAT I HAVE READ AND UNDERSTAND THE ABOVE TERMS; THAT I AM EXECUTING THIS AGREEMENT AS MY OWN FREE ACT AND DEED; AND THAT THIS AGREEMENT SHALL BE BINDING UPON ME, MY HEIRS, LEGAL REPRESENTATIVES AND ASSIGNS.

THIS AGREEMENT IS ACCEPTED BY YOU UPON YOUR USE OF THE WEBSITE OR ANY OF THE SERVICES AND IS FURTHER AFFIRMED WHEN YOU BECOME A MEMBER.