**My Intuitive Health – US Terms of Service**

*Effective Date: 12/15/20*

These Terms of Service (the “Terms”) are a legal agreement between you and My Intuitive Health (“MHI,” “we,” “us,” and “our”). These Terms apply to our website (<https://www.myintuitivehealth.com>), and the services available through and connected to the website (together, the “Services”).

You acknowledge and agree that by accessing or using the Services or by uploading or posting any User Content (as defined below) in connection with the Services, you, your heirs, and assigns (collectively "you") are indicating that you have read, understand, and agree to be bound by these Terms, and to comply with all applicable laws and regulations. If you do not agree to these Terms, then you must stop accessing or using the Services.

We may revise these Terms to reflect changes to the Services, our business priorities, or changes in laws and regulations. We will give you notice of such revisions in accordance with legal requirements. Every time you use the Services, please check these Terms to ensure you understand the terms that apply at that time. If you do not agree to, or cannot comply with, the modified Terms, you must stop using the Services. Your continued use of the Services after any such update constitutes your binding acceptance of such changes. The Terms were most recently updated on the effective date listed at the top of this document.

**1. ELIGIBILITY AND SCOPE**

To use the Services you must be, and represent and warrant that you are, of legal age (18 years of age or older or otherwise of legal age in your jurisdiction, or, if you have parental consent, at least 13 years of age) and able to agree to these Terms.

**2. OUR PROPRIETARY RIGHTS**

The Services are owned and operated by MHI and contain materials (including all software, design, text, editorial materials, informational text, photographs, illustrations, audio clips, video clips, artwork and other graphic materials, and names, logos, trademarks and services marks) which are derived in whole or in part from materials supplied by MHI and its partners, as well as certain third parties, and are protected by copyright laws, international treaty provisions, trademarks, service marks, and other intellectual property laws. You agree to protect the proprietary rights of MHI and all others having rights in the Services during and after the term of these Terms and to comply with all reasonable written requests made by MHI or its suppliers and licensors (collectively, “Suppliers”) of content or otherwise to protect their and others’ contractual, statutory, and common law rights in the Services. You agree to notify MHI immediately upon becoming aware of any claim that the Services infringe upon any copyright, trademark, or other contractual, statutory, or common law rights.

**3. USER CONTENT AND SUBMISSIONS**

*User Content and Posts*. The Services may enable you to submit, post, upload, or otherwise make available (collectively, "Post") content such as reviews, ratings, pictures, and other content such as videos, questions, comments, ideas, designs, features, plans, and other feedback (collectively, "User Content") that may or may not be viewable by other users.

*Our License to User Content*. When you Post User Content on or through the Services you grant MHI a world-wide, perpetual, irrevocable, royalty-free, non-exclusive, and sub-licenseable license to use, copy, distribute, reproduce, modify, edit, adapt, publicly perform, publicly display, translate, create derivative works from, sell, lease, transmit, communicate to the public, disassemble, and publish such User Content, in whole or in part, in any format or medium now known or developed in the future, including without limitation for promoting and redistributing part or all of the Services (and derivative works thereof) in any media formats and through any media channels. Notwithstanding the foregoing, our use of your personal information shall be governed by the MHI Privacy Notice.

*User Content Representations*. You acknowledge and agree that all User Content that you Post is your sole responsibility. You represent that you have all required rights to Post or transmit such User Content without violation of any third-party rights. You understand that MHI does not control, and is not responsible for, User Content. You agree that you will indemnify, defend, and hold harmless MHI for all claims resulting from User Content you Post. We reserve the right, at our own expense, to assume the exclusive defense and control of such disputes, and in any event, you will cooperate with us in asserting any available defenses.

*User Content Review*. You acknowledge and agree that we may or may not, at our discretion, pre-screen User Content before its appearance on the Services (but does not assume any obligation to). You further acknowledge and agree that MHI reserves the right (but does not assume the obligation) in its sole discretion to reject, move, edit, or remove any User Content that is contributed to the Services. Additionally, MHI has the right to remove any User Content that violates these Terms or is otherwise objectionable in our sole discretion. You acknowledge and agree that we do not verify, adopt, ratify, or sanction User Content, and you agree that you must evaluate and bear all risks associated with your use of User Content or your reliance on the accuracy, completeness, or usefulness of User Content.

**4. LICENSE AND PROHIBITED CONDUCT**

*Your License*. Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-sublicensable, non-transferable, and revocable right to access and use the Services only for your own internal, personal, or non-commercial use, and only in a manner that complies with all legal requirements that apply to you or your use of the Services. MHI may revoke this license at any time, in its sole discretion. Upon any such revocation, you must promptly destroy all materials downloaded or otherwise obtained from the Services, as well as all copies of such materials, whether made in accordance with these Terms or otherwise.

*Prohibited Uses*. Use of the Services for any illegal purpose, or any other purpose not expressly permitted in these Terms, is strictly prohibited. Without limitation, you will not:

* post User Content that: (1) harasses, abuses, or threatens any other person, or that contains obscene content; (2) is false, misleading, or inaccurate; (3) degrades or discriminates against others on the basis of gender, race, class, ethnicity, national origin, religion, sexual preference, disability or any other classification; (4) is indecent, offensive, harassing, violent, hateful, inflammatory, unlawful, harmful, tortious, defamatory, libelous, or invasive of another's privacy; (5) promotes sexually explicit or pornographic material, violence, or any illegal acts; (6) infringes the legal rights of any person or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms; or (7) gives the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case;
* copy, download (other than through page caching necessary for personal use, or as otherwise expressly permitted by these Terms), modify, distribute, post, transmit, display, perform, reproduce, broadcast, “mirror,” duplicate, publish, republish, upload, license, reverse engineer, create derivative works from, or offer for sale any content or other information contained on or obtained from or through the Services, by any means except as provided for in these Terms, or with our prior written consent;
* scrape, access, monitor, index, frame, link, or copy any content or information on the Services by accessing the Services in an automated way, using any robot, spider, scraper, web crawler, or any other method of access other than manually accessing the publicly-available portions of the Services through a browser or accessing the Services through any API provided or approved by us;
* breach the restrictions in any robot exclusion headers of the Services, if any, or bypass or circumvent other measures employed to prevent or limit access to the Services;
* post material that advocates illegal activity or discusses illegal activities with the intent to commit them;
* post or otherwise make available any material that contains any software, device, instructions, computer code, files, programs and/or other content or feature that is designed to interrupt, destroy, harm, or limit the functionality of any computer software or hardware or telecommunications equipment;
* post any trade secrets or other confidential information, or post any material that you do not have a right to make available under any law or under contractual or fiduciary relationships, including but not limited to inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements; or
* send spam, commercial electronic messages or other advertisements or solicitations, surveys, contents, pyramid schemes, promote commercial entities, or otherwise engage in commercial activity on or through the Services.

**5. LEGAL COMPLIANCE**

You acknowledge, consent, and agree that we may access, preserve, and disclose your information and/or any User Content you submit or make available for inclusion on the Services, if required to do so by law or in a good faith belief that such access, preservation, or disclosure is permitted by law or by our Privacy Notice or reasonably necessary or appropriate for any of the following reasons: (1) to comply with legal process; (2) to enforce these Terms, our Privacy Notice, or other contracts with you, including investigation of potential violations thereof; (3) to respond to claims that any content violates the rights of third parties; (4) to respond to your requests for customer service; and (5) to protect the rights, property, or personal safety of MHI and the public.

**6. PRIVACY**

For information about how we collect, use, and share the data we collect from and about you, please see our Privacy Notice which is incorporated by reference into these Terms.

**7. EXCLUSIONS AND LIMITATIONS**

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for damages such as below in Section 8. Accordingly, some of the below limitations may not apply to you. If you are a New Jersey resident, or a resident of another U.S. state that permits the exclusion of these warranties and liabilities, then the limitations in Section 8 specifically do apply to you.

**8. WARRANTIES, DISCLAIMERS AND LIMITATION OF LIABILITY**

TO THE FULL EXTENT PERMITTED BY LAW, THE SERVICES, WHETHER PROVIDED BY MHI, ITS LICENSORS, ITS VENDORS OR ITS USERS, AND OTHER INFORMATION ON OR ACCESSIBLE FROM THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY, REPRESENTATION, CONDITION, OR GUARANTEE OF ANY KIND, EITHER EXPRESSED, LEGAL OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES, REPRESENTATIONS, CONDITIONS OR GUARANTEES OF QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, ALL OF WHICH ARE DISCLAIMED. SPECIFICALLY, BUT WITHOUT LIMITATION, MHI DOES NOT WARRANT THAT: (i) THE INFORMATION AVAILABLE ON THE SERVICES IS FREE OF ERRORS; (ii) THE FUNCTIONS OR FEATURES (INCLUDING BUT NOT LIMITED TO MECHANISMS FOR THE DOWNLOADING AND UPLOADING OF CONTENT) WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS; (iii) DEFECTS WILL BE CORRECTED, OR (iv) THE SERVICES OR THE SERVER(S) THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

THE SERVICES ARE OFFERED FOR INFORMATIONAL PURPOSES ONLY. THE SERVICES DO NOT CONSTITUTE MEDICAL ADVICE AND YOU SHOULD NOT RELY ON ANY INFORMATION PROVIDED THROUGH THE SERVICES FOR MEDICAL PURPOSES.

TO THE FULL EXTENT PERMITTED BY LAW, IN NO EVENT SHALL MHI OR ITS AFFILIATES, LICENSORS, VENDORS, OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR OTHER REPRESENTATIVES BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE, OR COSTS OF OBTAINING SUBSTITUTE GOODS OR SERVICES), ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, ANY MATERIALS, INFORMATION, OR RECOMMENDATIONS APPEARING ON THE SERVICES, OR ANY LINK PROVIDED ON THE SERVICES, WHETHER OR NOT MHI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER BASED UPON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), CIVIL LIABILITY, STRICT LIABILITY, VIOLATION OF STATUTE, OR OTHERWISE. IN ANY EVENT, OUR AGGREGATE LIABILITY WILL NOT EXCEED $100.

MHI DOES NOT WARRANT, ENDORSE, GUARANTEE OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES OR ANY WEBSITE FEATURED OR LINKED TO THROUGH THE SERVICES, AND MHI WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. MHI WILL NOT BE LIABLE FOR THE OFFENSIVE OR ILLEGAL CONDUCT OF ANY THIRD PARTY. YOU VOLUNTARILY ASSUME THE RISK OF HARM OR DAMAGE FROM THE FOREGOING. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE AND TO THE FULLEST EXTENT PERMITTED BY LAW.

If you are a California resident, you hereby waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." This release includes the criminal acts of others.

**9. INDEMNITY**

TO THE FULL EXTENT PERMITTED BY LAW, YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD MHI AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, SHAREHOLDERS, OR REPRESENTATIVES (AND ALL SUCCESSORS AND ASSIGNS OF ANY OF THE FOREGOING), HARMLESS FROM AND AGAINST ANY CLAIM OR DEMAND, INCLUDING WITHOUT LIMITATION, REASONABLE LAWYERS' FEES AND DISBURSEMENTS, MADE BY ANY THIRD PARTY IN CONNECTION WITH OR ARISING OUT OF YOUR USE OF THE SERVICES, YOUR CONNECTION TO THE SERVICES, YOUR VIOLATION OF THE TERMS OR MHI PRIVACY NOTICE, YOUR VIOLATION OF AN APPLICABLE LAW, YOUR SUBMISSION, POSTING, OR TRANSMISSION OF USER CONTENT TO THE SERVICES, AND/OR YOUR VIOLATION OF ANY RIGHTS OF ANOTHER. WE RESERVE THE RIGHT, AT OUR OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF SUCH DISPUTES, AND IN ANY EVENT YOU WILL COOPERATE WITH US IN ASSERTING ANY AVAILABLE DEFENSES.

**10. MODIFICATION AND TERMINATION**

*Modification of Services*. MHI reserves the right at any time to modify or discontinue, temporarily or permanently, the Services (or any part thereof), with or without notice. MHI shall not be liable to you or any third party for any modification, suspension or discontinuance of the Services.

We may, in our sole and absolute discretion, terminate, suspend, or otherwise deny your access to all or part of the Services at any time for any or no reason at all, with or without notice to you. If we terminate your right to access the Services, these Terms will terminate and all rights you have to access the Services will immediately terminate.

**11. CONTROLLING LAW**

Please note that these Terms and their subject matter and its formation shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts notwithstanding its conflicts of law principles. Any dispute arising out of these terms and conditions or the use of this site shall be initiated and conducted in the state or federal courts in the Commonwealth of Massachusetts, and you and MHI consent to the exclusive jurisdiction of such courts.

**12. GENERAL TERMS**

*Force Majeure*. Under no circumstances shall MHI or its licensor or supplier be held liable for any delay or failure in performance resulting directly or indirectly from an event beyond its reasonable control. If we fail to insist that you perform any obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived such rights and will not mean that you do not have to comply with your obligations. Each of the provisions of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining provisions will remain in full force and effect. You agree that, except as otherwise expressly provided in these Terms, there shall be no third-party beneficiaries to these Terms. These Terms (and all terms and conditions incorporated herein) constitute the entire agreement between you and MHI and supersede any prior agreements between you and MHI on the subject matter, except as expressly provided herein. These Terms, and any rights or licenses granted hereunder, may not be assigned or delegated by you. These Terms, and any rights or licenses granted hereunder, may be assigned or delegated by MHI without restriction. No agency, partnership, joint venture or employee-employer relationship is intended or created by these Terms. You agree that any agreements made by and between you and us in electronic form are as legally binding as if made in physical written form. The section titles in these Terms are for convenience only and have no legal or contractual effect. Any provision of these Terms that by its nature is reasonably intended to survive beyond termination of these Terms shall survive.

**13. CONTACT US**

If you have any questions about these Terms, please email us at hannah@myintuitivehealth.com.