



## Website Terms and Conditions

**This site is for informational purposes only and does not replace medical advice. By using this site, you agree to our Terms**

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You must be eighteen (18) years old and have the legal ability to agree to these Terms & Conditions; thus, if you are under the age of eighteen (18) or you do not agree to the terms below, STOP now and do not proceed. By accessing or using Practice’s Website, you agree to these Terms & Conditions below.

### Terms & Conditions

Our Website is owned and operated by Practice. The terms “you” or “yours” refer to the user of our Website. These Terms & Conditions (“Terms”) set forth how you may use our Website and its content (what content you can share with others and what content you cannot disclose), security, intellectual property rights, and other terms of use.

Please read these Terms carefully. We reserve the right to change these Terms without notice at any time, and by using our Website, you are agreeing to the Terms as they appear, whether you have read them thoroughly, or even at all. If you do not agree with these terms, please stop now and do not use this Website, programs, products or services.

Practice reserves the right to terminate the Terms and to modify or discontinue this Website, including any features herein, at any time with or without notice to you. We shall not be liable to you or any third party should Practice exercise such right.

You understand and agree that temporary interruptions of the services available through this Website may occur as normal events. You further understand and agree that Practice has no control over third-party networks that you may access in the course of using this Website, and, therefore, delays and disruption of other network transmissions are completely beyond Practice's control.

You understand and agree that the services available on this Website are provided "AS IS" and that Practice assumes no responsibility for the timeliness, deletion, mis-delivery, or failure to store any user communications or personalization settings.

Please also review our Privacy Policy because it contains important information regarding the collection, use, ability to disclose, and protection of information you provide to us via the Website. Agreement to the Terms, includes agreement to our Privacy Policy, which is incorporated herein by reference.

## **Your Use and Consent**

By using this Website, you are agreeing to act in accordance with these Terms, our Privacy Policy, Disclaimer, and any other terms and conditions that may apply to our Website, programs, products, and services available through our Website or from us. This Website and all of our programs, products, and services are intended solely for users who are age eighteen (18) and older. Any registration by, use of or access to any program, product, or service or our Website by anyone under age 18 is unauthorized, unlicensed and in violation of these Terms. By accessing or using our programs, products, or services or our Website, you represent and warrant that you are 18 years or older and that you are able to enter into a contract and agree to and to abide by all our Terms. By using this Website, you consent to receive electronic communications from us, and you agree that all notices, disclosures, and agreements we provide electronically satisfy any legal requirements that such communications be in writing.

## **Medical Warning**

This Website has been created to provide information about functional health care services and is for general informational purposes regarding functional health care that should never be construed as medical advice for any person, including patients of the Practice. Nothing on this Website is intended to substitute for professional medical advice, diagnosis, or treatment.

## **Intellectual Property Rights**

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Practice does not warrant or represent that your use of materials displayed on, or obtained through, this Website will not infringe the rights of third parties. See “User’s Materials” below for a description of the procedures to be followed if any party believes that content posted on this Website infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party.

Any trademarks, taglines, and logos displayed on the Website are trademarks belonging to Practice. Any trademarks reproduced on this Website, which are not the property of, or licensed to Practice, are property of their respective owners. Any use, including framing, meta tags or other text utilizing these trademarks, or other trademarks displayed, is strictly prohibited without our express written consent.

Each time you submit any User Materials (as explained further below), you represent and warrant that you are at least the age of majority in the state in which you reside and are the parent or legal guardian, or have all proper consents from the parent or legal guardian, of any minor who is depicted in or contributed to any User Materials you submit, and that, as to that User Material, (a) you are the sole author and owner of the intellectual property and other rights to the User Material, or you have a lawful right to submit the User Material and grant Practice the rights to it that you are granting by these Terms and any additional terms, all without any obligation on our part to obtain consent of any third party and without creating any obligation or liability of Practice; (b) the User Material is accurate; (d) the User Material does not and, as to Practice’s permitted uses and exploitation set forth in these Terms, will not infringe any intellectual property or other right of any third party; and (e) the User Materials will not violate these Terms or any additional Terms, or cause injury or harm to any person.

Practice has no obligation to monitor or enforce your intellectual property rights to your User Materials, but you grant Practice the right to protect and enforce its rights to your User Material, including by bringing and controlling actions in your name and on your behalf (at Practice’s cost and expense, to which you hereby consent and irrevocably appoint Practice as your attorney-in-fact, with the power of substitution and delegation, which appointment is coupled with an interest).

### **User’s Materials**

Subject to Practice’s Privacy Policy, any communication or material that you transmit to this Website or to Practice, whether by electronic mail or other means, for any reason, will be treated as nonconfidential and nonproprietary. While you retain all rights in such communications or material, you grant Practice and its designated licensees a nonexclusive, royalty-free, fully paid,

perpetual, and worldwide right to copy, distribute, display, perform, publish, translate, adapt, modify, and otherwise use such material.

Please do not submit confidential or proprietary information to Practice unless we have mutually agreed in writing otherwise. Practice is also unable to accept your unsolicited ideas or proposals, so please do not submit them to Practice under any circumstance.

Practice respects the intellectual property of others and asks you to do the same. If you or any user of this Website believes its copyright, trademark, or other property rights have been infringed by a posting on this Website, you or the user should send notification to Practice immediately. To be effective, the notification must include:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed;
3. Information reasonably sufficient to permit Practice to contact the complaining party, such as address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;
4. Identification of the material that is claimed to be infringing or to be subject to infringing activity and that is to be removed and information reasonably sufficient to permit Practice to locate the materials;
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, agent, or the law; and
6. A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Pursuant to the Digital Millennium Copyright Act, 17 U.S.C. Sec. 512(c), Practice's Designated Agent for notice of claims of copyright infringement can be reached as indicated below. Service of repeat infringers of copyright or of users about whom repeat claims of copyright infringement are received will be terminated.

Designated Agent for Claimed Infringement:

Scott A. Russi, MD

### **Links to External Websites or Use of Social Media**

From time to time this Website may also include links to other websites or to social media sites. These links are provided for your convenience to provide further information and to allow you to visit other website(s) of interest easily. However, once you have used these links to leave our

Website, you should note that we do not have any control over their website or social media sites. Therefore, we cannot be responsible for the protection and privacy of any information that you provide while visiting such sites or social media, and such sites and social media sites, even if operated by us are not governed by these Terms.

Likewise, if our Website is linked or referenced in someone else's website or social media, we are not liable for any information provided on or through their website or social media as it is not under our control in any way whatsoever. We accept no liability for any of the views, facts, opinions, or references in our or their Website whatsoever. Information posted on this Website related to or linked to a third-party website, may express a perspective which may or may not necessarily reflect our views.

You should exercise caution and look at the privacy statement of the website or social media sites you are visiting or using. Use of external links to other sites or social media does not signify that we endorse them. Practice bears no responsibility for the content of the linked website(s) or social media websites.

### **Your Conduct.**

You must not use our Website in any way that causes or is likely to cause access to it to be interrupted, damaged or impaired in any way and you must use it for lawful purposes only. You understand that you are solely responsible for all electronic communications and content sent from your computer to Practice by you. You may not use our website or any aspect related to it in any of the following ways:

- To conduct activity with fraudulent purposes or in connection with a criminal offense or to otherwise carry out any unlawful activity;
- To send, use or re-use any material that is illegal, offensive, abusive, indecent, harmful, defamatory, obscene or menacing, abusive, threatening, defamatory, objectionable, invasive of privacy, in breach of confidence, infringing of any intellectual property rights, or is otherwise injurious to third parties, or which consists of or contains software viruses or any other harmful or similar computer code designed to adversely affect the operation of any computer software or hardware, commercial solicitation, chain letters, mass mailings or any spam;
- To cause annoyance, inconvenience or needless anxiety to anyone or anything;
- To impersonate any third party or otherwise mislead as to the origin of your content; or
- To reproduce, duplicate, copy or resell any of our content in contravention with these Terms, our Disclaimer, or any other agreement that you may have with us.

You specifically acknowledge and agree that Practice is not liable for any defamatory, offensive or illegal conduct of any other Website participant or user. You agree to indemnify, defend, and hold Practice harmless from all liabilities, claims, and expenses, including attorneys' fees and costs, that arise from your use or misuse of the Website. Practice reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with Practice in asserting any available defenses.

### **Disclaimer.**

You are aware that you have the right to consult an attorney prior to using our Website or

purchasing any program, product, or service from or through us. Practice is not responsible for your personal actions or choices before, during or after use of our Website. Notwithstanding any limitations by law, your misuse or non-use of this information is at your own risk, and you absolve Practice of any liability or loss that you, your business, or your family, children or heirs (if applicable) or any other person, may incur. Additionally, notwithstanding the limitations of law, you acknowledge that you are using your own due diligence and assessment of risk when it comes to making your own decisions, and you are voluntarily making those decisions with the full awareness that there may be risk involved.

Any testimonials or examples shown through Practice's Website are truthful reports stated by real people (not actors), and do not guarantee or promise in any way that you might achieve the same outcome as each situation varies.

Every effort has been made to present you with the most accurate, up-to-date information with attention and care. However, because information is constantly evolving, Practice cannot guarantee the accuracy of the content of our Website or that any or all related information is completely current or applies to you specifically. You acknowledge that such information and materials in our Website or our programs, products, or services may contain inaccuracies or errors, and Practice expressly excludes liability for any such inaccuracies or errors to the fullest extent permitted by law and that Practice is not obligated to inform you of any updates or changes as they occur.

We try to ensure that our Website availability is uninterrupted and error-free. However, Practice cannot guarantee that your access will not be suspended or restricted from time to time, including to allow for repairs, maintenance or the introduction of new services, although, of course, we will try to limit the frequency and duration of any suspension or restriction. Neither will Practice nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered through our Website for any particular purpose.

In addition, although this Website may be accessible worldwide, Practice makes no representation that materials on this Website are appropriate or available for use in locations outside the United States, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access this Website from other locations do so on their own initiative and are responsible for compliance with local laws. Any offer for any product, service, and/or information made in connection with this Website is void where prohibited.

### **Exclusive Remedy**

If you are dissatisfied with your use of this Website or the Terms, your sole and exclusive remedy is to cease use of this Website.

### **NO WARRANTY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WEBSITE AND CONTENT (INCLUDING USER SUBMISSIONS) ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A

PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTY OF ANY KIND, IMPLIED OR EXPRESS, AS TO THE ACCURACY, COMPLETENESS OR APPROPRIATENESS OF OUR WEBSITE, INCLUDING THE PRODUCTS OR SERVICES AVAILABLE FOR PURCHASE THEREIN, FOR ANY PURPOSE.

### **LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL PRACTICE BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM YOUR USE OF, OR INABILITY TO USE, THIS SITE OR CONTENT OR ANY SITE OR CONTENT LINKED FROM THIS SITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOST SAVINGS OR LOSS OF PROGRAMS OR OTHER DATA, EVEN IF WE ARE EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY APPLIES TO ALL CAUSES OF ACTION, WHETHER BASED IN CONTRACT, WARRANTY, TORT, OR ANY OTHER LEGAL THEORIES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

### **Confidentiality and Security**

To use our Website, we may seek personal data or information, including your name, e-mail address, phone number, street address, billing information, interests, or other personally-identifying information (“Personal Information”), or you may offer or provide a comment, photo, image, video, or any other submission to us when using or participating in our Website (“Other Information”).

By providing such Personal Information or Other Information to us, you grant us permission to use and store such information. We, in turn, will use our best efforts to keep your Personal Information safe, secure, and confidential in accordance with these Terms and our full Privacy Policy that may be found on our Website. Practice has reasonable security measures in place to prevent the loss, misuse, and alteration of the information that is obtained from you, but we make no assurances about our ability to prevent any such loss, misuse, to you or to any third party arising out of any such loss, misuse, or alteration. However, due to the nature of the Internet, we cannot completely ensure or warrant the security of any information transmitted to us or through our Website and, therefore, it is done at your own risk. If you believe that any of your Personal Information is incorrect or incomplete, please contact us as soon as possible. We will promptly correct any Personal Information found to be incorrect.

You agree, however, that whenever you make your Personal Information or Other Information available for viewing by others, such as through our Website, the Personal Information or Other Information that you share also can be seen, collected and used by others and, therefore, we cannot be responsible for any unauthorized use by others of such Personal Information or Other Information that you voluntarily share online or in any other manner.

## Termination

Practice reserves the right in our sole discretion to refuse or terminate your access to the Website, in full or in part, at any time without notice. In the event of cancellation or termination, you are no longer authorized to access the part of the Website affected by such cancellation or termination. The restrictions imposed on you in these Terms with respect to the Website will still apply now and in the future, even after termination by you or us.

## Arbitration and Dispute Resolution

Any dispute, controversy, or claim arising out of or relating to your use of this Website, these Terms and Conditions, or any related services shall be resolved by **binding arbitration** administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules, except as otherwise provided herein.

The arbitration shall be conducted in **Lane County, Oregon**, before a single arbitrator mutually agreed upon by the parties or, if none, appointed by the AAA. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

You agree that:

1. **Individual Basis Only** – All claims shall be brought in the parties' individual capacities, and not as a plaintiff or class member in any purported class or representative proceeding.
2. **Governing Law** – The arbitration shall be governed by the Federal Arbitration Act (FAA) and the laws of the State of Oregon.
3. **Exceptions** – Either party may seek relief in small claims court for disputes or claims within that court's jurisdiction or seek injunctive or equitable relief in a court of competent jurisdiction in Lane County, Oregon, to prevent the actual or threatened infringement, misappropriation, or violation of intellectual property rights.

By using this Website, you acknowledge and agree that you are waiving the right to a jury trial or to participate in a class action lawsuit.

## Jurisdiction/Governing Law

This Website (excluding any linked sites) is controlled by Practice from its offices within the State of Oregon, United States of America. It can be accessed from all fifty states, as well as from other countries around the world. As each of these places has laws that may differ from those of Oregon, by accessing this Website, Practice and you both agree that the statutes and laws of the State of Oregon, without regard to the conflict of laws principles thereof, will apply to all matters relating to the use of this Website. Practice and you both agree and submit to the exclusive personal jurisdiction and venue of the state and federal courts sitting in Lane County, Oregon, as applicable, with respect to such matters and any other dispute relating to the Website. In any action to enforce these terms, the prevailing party will be entitled to attorneys' fees and costs. Any cause of action

brought by you against Practice or its affiliates must be instituted within one year after the cause of action arises or be deemed forever waived and barred.

### **Severability**

If any part of these Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

### **Waiver**

Any failure by Practice to enforce or exercise any provision of these terms or related rights shall not constitute a waiver of that right or provision.

### **Miscellaneous**

You may not assign your rights or obligations under these Terms to any third party and any purported attempt to do so shall be null and void. Practice may freely assign its rights and obligations under these Terms.

You agree not to sell, resell, reproduce, duplicate, copy, or use for any commercial purposes any portion of this Website without written permission from Practice.

These Terms shall not be construed more strictly against any party regardless of who is responsible for their drafting. Unless the context of these Terms otherwise clearly requires, references to the plural include the singular and the singular include the plural. Wherever the context so requires, the masculine shall refer to the feminine, the feminine shall refer to the masculine, the masculine or the feminine shall refer to the neuter, and the neuter shall refer to the masculine or the feminine.

The captions of these Terms are for convenience and ease of reference only and in no way define, describe, extend, or limit the scope or intent of these Terms.

By viewing this Website, you agree to not engage in any conduct or communications in a public setting, including social media, designed to, or that in fact, disparage Practice, our Website, programs, products, or services. Should you have concerns or questions about this Website or our programs, products, or services, you are to contact us directly at [vitahealth.llc@icloud.com](mailto:vitahealth.llc@icloud.com). Where required by law, of course, you are not prohibited from sharing your thoughts and opinions as a part of the legal process.

We are committed to making our website accessible. If you encounter barriers, please contact us at [vitahealth.llc@icloud.com](mailto:vitahealth.llc@icloud.com). In addition if you have any questions about any of these Terms, please contact us at the previously stated email address.