**Website Terms of Use Agreement**

Effective Date: October 6, 2020

The website [www.ptuclinic.com](http://www.ptuclinic.com) is owned and operated by PTU Clinic, Inc.. (“Company”, “we”, or “us”). The term “you” refers to any visitor or user of this website and/or online purchaser of our products or services.

These Terms of Use govern your use of the website and the mobile applications or other online services where these Terms of Use are posted (collectively, the “Website”) and inure to the benefit of our representatives, officers, shareholders, subsidiaries, affiliates, employees, and agents are intended third-party beneficiaries. Unless explicitly stated otherwise, any new tools or applications that alter or improve the current Website will be included in the definition of “Website.” Your use of the Website is subject to these Terms of Use, which you acknowledge, agree to and consent to by using the Website. These Terms of Use include our Privacy Policy, which is available at  https://www.ptuclinic.com/privacy-policy.

Please read these Terms of Use carefully before using this website. You should print a copy of these Terms of Use for future reference. When using the Website, you will be subject to all displayed rules and policies. Such rules and policies are hereby incorporated by reference into these Terms of Use.

As discussed further below, both you and We agree that these Terms of Use require the use of arbitration on an individual basis to resolve disputes, rather than jury trials, and limit the remedies available to you in the event of a dispute. ARBITRATION MEANS THAT YOU AND THE COMPANY ARE EACH WAIVING THE RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION.

1. **Intellectual Property Rights**

Any trademarks, taglines, and logos displayed on this website are trademarks belonging to us, or are licensed to us for our use, unless otherwise indicated. Other trademarks, service marks, names, and logos used on or through the Website, such as trademarks, service marks, names, or logos associated with third party organizations, are the trademarks, service marks, or logos of their respective owners. You are granted no right or license with respect to any of the foregoing trademarks, service marks, or logos. Any use including framing, meta tags or other text utilizing these trademarks, or other trademarks displayed, is strictly prohibited without our express written consent, or permission granted herein.

All rights not expressly granted in these terms or any express written license, are reserved by us.

1. **Your Conduct & Warranties**

You represent and warrant that you will not use the Website to:

* Violate any law (including without limitation laws related to torts, contracts, export controls, patents, trademarks, trade secrets, copyrights, defamation, obscenity, rights of publicity, or other rights) or encourage or provide instructions to another to do so;
* Misrepresent any fact (including without limitation your identity);
* Post or otherwise submit to us any software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, including by engaging in any denial of service attack or similar conduct;
* Exceed your authorized access to any portion of the Website;
* Collect or store personal data about anyone;
* Modify without permission any part of the Website;
* Obtain or attempt to access or otherwise obtain any Content or information through any means not intentionally made available or provided for through the Website;
* Exploit errors in design, features which are not documented and/or bugs to gain access that would otherwise not be available;
* Use any robot, spider, scraper, or other automated means to access the Website for any purpose;
* Take any action that imposes, or may impose an unreasonable or disproportionately large load on our infrastructure; or
* Interfere or attempt to interfere with the proper working of the Website or any activities conducted on the Website or bypass any measures we may use to prevent or restrict access to the Website.

1. **Security**

When you use this website to pay invoices, We, or a third-party payment processing vendor on our behalf, may seek and collect personal data and information including but not limited to your name, e-mail address, phone number, billing information, credit card or payment information, demographic information, preferences, interests, or other personally-identifying information (“Confidential Information”).

When you provided such Confidential Information to us, you granted us permission to use and store such Confidential Information for as long as is reasonably necessary to perform the function for which the information was provided.  We, in turn, will use our best efforts to keep your Confidential Information safe, secure and confidential. We take precautions to protect such Confidential Information. When you submit Confidential Information via our Program, Product, Service or Program Materials, we take measures to protect the security of your Confidential Information both online and offline.

However, due to the nature of the Internet, We cannot completely ensure or warrant the security of your Confidential Information or of any other data or information transmitted to us or through our services; therefore, submitting Confidential Information, data or other information is done at your own risk.

We have 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.

For more information about what data We collect and how We process, store and protect such information, please refer to our [Privacy Policy](https://www.ptuclinic.com/privacy-policy).

1. **Disclaimers, Limitation of Liability and Release of Claims**

By using our Website you implicitly agree to the following Disclaimers:

Warranties Disclaimer.

YOU USE THE WEBSITE AT YOUR SOLE RISK. WE PROVIDE THE WEBSITE "AS IS" AND "AS AVAILABLE". TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SITE WILL BE FUNCTIONAL, UNINTERRUPTED, CORRECT, COMPLETE, APPROPRIATE, OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY PART OF THE WEBSITE, CONTENT ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THIRD-PARTY WEBSITES IN TERMS OF THEIR CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY OR OTHERWISE.

WE MAKE NO WARRANTY THAT (1) THE WEBSITE WILL MEET YOUR REQUIREMENTS; (2) THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (3) THE WEBSITE RESULTS WILL BE ACCURATE OR RELIABLE; (4) THE QUALITY OF ANY CONTENT OBTAINED BY YOU THROUGH THE WEBSITE WILL MEET YOUR EXPECTATIONS; OR (5) THE WEBSITE, OUR SERVERS, OR COMMUNICATIONS SENT FROM US WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

NO INFORMATION OBTAINED BY YOU FROM US OR THROUGH THE WEBSITE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

Links to Other Websites.

We may provide links and pointers to other websites maintained by third parties that may take you outside of our website. These links are provided for your convenience and the inclusion of any link to any other website does not imply our endorsement, sponsorship, or approval of that website or its owner. We do not endorse and We are not responsible for the views, opinions, facts, advice, or statements provided by external resources referenced in our Website or its Content, or their accuracy or reliability. We assume no responsibility for errors or omissions caused by other websites that may be included on our website. We have no control over the contents or functionality of those websites and so we accept no responsibility for any loss, damage, or otherwise that may arise from your use of them and therefore We do not guarantee the accuracy, completeness, or usefulness of any other website or their content. It is your responsibility to review the terms and conditions and privacy policies of those linked websites to confirm that you understand and agree with those policies.

Limitation of Liability.

To the extent allowed by law, We will not be held responsible or liable to you in any way for any loss or damage of any sort incurred as a result of the following: DELAYING, REJECTING, OR REMOVING ANY OR ALL CONTENT AT ANY TIME FOR ANY OR NO REASON WHATSOEVER WITH OR WITHOUT NOTICE TO YOU; MODIFYING OR DISCONTINUING TEMPORARILY OR PERMANENTLY, THE WEBSITE (OR ANY PART THEREOF) WITH OR WITHOUT NOTICE TO YOU FOR ANY OR NO REASON WHATSOEVER; IMMEDIATELY TERMINATING YOUR ACCESS TO THE WEBSITE FOR ANY OR NO REASON WHATSOEVER AND WITH OR WITHOUT NOTICE TO YOU; THE ACCURACY, USEFULNESS, OR AVAILABILITY OF ANY INFORMATION POSTED TO OR THROUGH THE WEBSITE; OR ANY LOSS OR DAMAGE OF ANY SORT INCURRED BY YOU AS A RESULT OF INTERACTIONS YOU HAVE WITH THIRD-PARTIES FOUND ON OR THROUGH THE WEBSITE.

The warranty disclaimers and liability limitations of this section do not apply to New Jersey subscribers.

Release of Claims.

In no event will We be liable to any party for any type of direct, indirect, special, incidental, equitable or consequential damages for any use of or reliance on our website, or on those affiliated with us in any way, and you hereby release us from any and all claims; including, without limitation, those related to lost profits, personal or business interruptions, personal injuries, accidents, misapplication of information, or any other loss, physical or mental disease, condition or issue, or otherwise, even if We are expressly advised of the possibility of such damages or difficulties. YOU AGREE NOT TO FILE ANY LAWSUIT OR PROCEEDING INCONSISTENT WITH THE FOREGOING LIABILITY LIMITATIONS. IF ANY COURT DETERMINES THE LAW OF SUCH A JURISDICTION APPLIES, OUR LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

If you have a dispute with any party who provides advertising or third-party services on or through the Website, or with any party who provides a website linked to on the Website, you release us from any and all claims, demands, and damages (incidental, indirect, punitive, statutory, exemplary, expectation, special, or consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such dispute.

1. **Indemnification**

You will indemnify and hold us harmless from any and all third party claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and expenses), relating to or arising under or out of the relationship between you and us described in these Terms and Conditions, including any breach of the representations and warranties contained herein. You hereby agree that we have the sole right and obligation to control the legal defense against any such claims, demands, or litigation, including the right to select counsel of our choice and to compromise or settle any such claims, demands, or litigation.

1. **Purchases and Online Commerce**

We currently only use PayPal for payment processing when paying invoices online. All information obtained during your transaction and all of the information that you give as part of the transaction, such as your name, address, method of payment, credit card number, and billing information, may be collected and retained by PayPal.  We have no responsibility or liability for these independent policies of PayPal. We do not collect any of your information for payment processing. For information about our payment processing company’s privacy policies, [click here](https://www.paypal.com/us/webapps/mpp/ua/privacy-full).

Since invoices are for services already rendered and provided, we do not tolerate or accept any type of chargeback threat or actual chargeback from your credit card company. In the event that a chargeback is placed on a purchase or We receive a chargeback threat during or after your purchase, We reserve the right to report the incident to all three credit reporting agencies or to any other entity for inclusion in any chargeback database or for listing as a delinquent account which could have a negative impact on your credit report score. The information reported will include your name, email address, order date, order amount, and billing address. Chargeback abusers wishing to be removed from the database shall make the payment for the amount of the chargeback.

You release us, our affiliates, our payment processing company, and Merchants from any damages that you incur, and agree not to assert any claims against us or them, arising from your purchase through or use of our Website or its Content.

1. **Dispute Resolution**

It is hoped that in the event of a dispute, that you and We would be able resolve it amicably through e-mail correspondence. However, should a resolution not be achieved within a reasonable time, you agree now that that the only method of legal dispute resolution that will be used is binding arbitration before a single arbitrator. You understand and agree now that the only remedy that can be awarded to you through arbitration is full refund of your Payment made to date. No other actions or financial awards of consequential damages, or any other type of damages, may be granted to you. We both agree now that the decision of the arbitrator is final and binding and may be entered as a judgment into any court having the appropriate jurisdiction. We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action.

By purchasing our Products or using the Website, you are agreeing to a modification of the statute of limitations such that any arbitration must begin within one (1) year of the date of your e-mail to us referenced above or you waive the right to seek dispute resolution by arbitration or to take any other legal action.

You also agree that should arbitration take place, it will be held in Middlesex County, Massachusetts, and the prevailing party shall be entitled to all reasonable attorneys’ fees and all costs necessary to enforce the decision of the arbitrator.

In the event of a dispute between us, you agree to not engage in any conduct or communications, public or private, including on social media, designed to disparage us, our Company, or any of our Products or Services. Where requested by law or arbitration, of course, you are not prohibited from sharing your thoughts and opinions as a part of the legal process.

If any terms of these Terms of Use are construed to be invalid or unenforceable for any reason, it shall not affect the validity or enforceability of any other term which shall be given full force and effect.

1. **Confidentiality and Privacy**

Confidential Information. To process invoice payments, We may seek personal data or information including your name, e-mail address, and phone number (“Confidential Information”).

Please refer to our [Privacy Policy](https://www.ptuclinic.com/privacy-policy) for details about the collection, processing and storage of Confidential Information and Data.

## **Termination of Service**

You agree that We may, without prior notice, immediately terminate, limit your access to, or suspend your account, if any, based on any of the following: (a) breach or violation of these Terms of Use Conditions or Terms & Conditions; (b) upon request by law enforcement; (c) unforeseeable technical or security issues or problems; (d) extended periods of inactivity; or (e) fraudulent, deceptive, or illegal activity, or other activity which We believe is harmful to this Website or its business interests. You agree that termination, limitation of access and/or suspension will be made in Our sole discretion and that We shall not be liable to you or any third party for the termination, limitation of access, and/or suspension of your account.

1. **Changes to the Terms of Use**

PTU Clinic, Inc. has the right, at our sole discretion to update this Terms of Use Agreement at any time. When We do, We will post a notification on the main page of our Site, revise the updated date at the bottom of this page. We encourage Users to frequently check this page for any changes to stay informed about how We are helping to protect the personal information We collect. You acknowledge and agree that it is your responsibility to review this privacy policy periodically and become aware of modifications. If a revision is material We will try to provide notice via email regarding any new terms at least 30 days prior to such changes taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our website after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the website.

## **Medical Disclaimer**

No content within the website is not to be perceived as or relied upon in any way as medical advice. The information provided through this website is not intended to be a substitute for professional medical advice, diagnosis or treatment that can be provided by your own physician, nurse practitioner, physician assistant, licensed dietitian or nutritionist, or any other licensed or registered health care professional. Do not disregard professional medical advice or delay seeking professional advice because of information you have read on this website.

## **Miscellaneous**

These Terms of Use, with the Privacy Policy, constitute the entire agreement between you and Us, and govern your use of the Website and invoices paid thereon.

These Terms of Use supersede any prior agreements between you and us with respect to the Website and purchases made thereon.

We each acknowledge that, in entering into these Terms of Use, neither of us relies on any representation or warranty (whether made innocently or negligently) that is not set out in these terms and conditions or the documents referred to in them.

These Terms of Use and the rights, benefits and obligations contained herein are fully assignable by us and will be binding upon and inure to the benefit of our successors and assigns.

Any failure by us to exercise or enforce any right or provision of these Terms of Use will not constitute a waiver of such right or provision. Any waiver of any right or provision of these Terms and Conditions must be in writing.

If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, the court should nevertheless endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms and Conditions remain in full force and effect.

The headings in these Terms of Use are for convenience only and have no legal or contractual effect.

Unless otherwise expressly stated herein, the laws of the United States of America and the laws of the Commonwealth of Massachusetts, without regard to the principles of conflicts of laws, will govern this Agreement, your use of the Website, and all matters relating to your access to, and/or use of, the Website, including all disputes between you and us. You also agree that the Website will be deemed solely based in Massachusetts.