

Healthmade Design LLC

Terms of Use

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The following outlines the Terms of Use, together with any other linked or signed legal agreements by and between you and the Company (collectively the "Agreement"), govern your access to and use of the website, features, and Content (as defined below) offered by the Company and found at www.healthmadedesign.com (collectively the "Website"). Before using any of our services, you are required to read, understand, and agree to these terms.

ACCEPTANCE OF THE TERMS OF USE:

Please read these Terms of Use carefully before you start to use the Website. By using the Website, and/or by clicking to accept or agree to the Terms of Use when this option is made available to you on any of the online platforms we use to offer our services to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at www.healthmadedesign.com/privacypolicy incorporated herein by reference. If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website or click to accept the Terms of Use when prompted.

This Website is offered and available to users who are 18 years of age or older and reside in the United States or any of its territories or possessions. By using this Website, and/or by clicking to accept or agree to the Terms of Use when this option is made available to you on any of the online platforms we use to offer our services to you, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website or click to accept these Terms of Use.

ACCESSING THE WEBSITE:

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if, for any reason, all or any part of the Website is unavailable at any time or for any period.

From time to time, we may restrict access to some parts of the Website, or the entire Website, to users. You are responsible for making all arrangements necessary for you to have access to the content contained on this Website, for your personal use, in the event that we restrict access to the website. See INTELLECTUAL PROPERTY RIGHTS below for more information.

INTELLECTUAL PROPERTY RIGHTS:

The Website and its entire contents, features and functionality, including but not limited to all information, software, text, displays, images, and the design, selection and arrangement thereof (collectively the "Content"), are owned by the Company, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

These Terms of Use grant you a limited, revocable, non-transferable, and non-exclusive license to use the Website for your personal, non-commercial use only. **You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website, except as follows:**

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication or distribution.

You must not:

- Modify copies of any materials from this Website.
- Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this Website.
- Decompile, reverse engineer, reverse assemble, decipher or otherwise attempt to discover any programming code or any source code used in or with the Content, or otherwise distribute in any way the Content other than as specifically permitted in this Agreement.

You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

If you wish to make any use of material on the Website other than that set out in this section, please address your request to: hello@healthmadedesign.com.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Website or any Content on the Website is transferred to you, and all rights not expressly granted are reserved by us. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

EMAIL CORRESPONDENCE:

Emails sent to any @healthmadedesign.com email address are considered our property. You can read more about this in our Privacy Policy which can be found at www.healthmadedesign.com/privacypolicy. If you wish to remain anonymous, please specify this in the body of the email itself and we will do our best to respect your wishes.

TRADEMARKS:

The Company name, the Company logo and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company, except in a manner constituting "fair use." All other names, logos, product and service names, designs and slogans on this Website are the trademarks of their respective owners.

PROHIBITED USES:

You may use the Website and our services only for lawful purposes and in accordance with these Terms of Use.

You agree not to use the Website and/or our services:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);
- To transmit, or procure the sending of, any advertising or promotional material, without our prior written

consent, including any "junk mail", "chain letter" or "spam" or any other similar solicitation;

- To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing) or in any other fraudulent manner; and/or
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Website.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

COOPERATION WITH LAW ENFORCEMENT AND REGULATORY BODIES:

We have the right to fully cooperate with any law enforcement authorities, regulatory agencies, or court order requesting or directing us to disclose the identity or other information of anyone sharing information with us through the Website. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY AND/OR ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER THE COMPANY OR SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

IMAGES, VIDEOS, AND TEXT:

We may display images, text, audio, and video (the "Material") on the Website from time to time. The types of Material users are authorized to access on the Site includes material created or commissioned by the Company, embedded material, material we believe to be covered by the Fair Use Doctrine, material from photography and video vendors such as stock providers, and material supplied to our staff or released into the public domain by public relations and marketing companies for press purposes.

COPYRIGHT NOTICES - DMCA REQUESTS:

In accordance with the Digital Millennium Copyright Act ("DMCA"), we will remove any Content if properly notified that such Content infringes on your intellectual property rights. We reserve the right, at our sole discretion, to remove any Content without prior notice.

If we publish or are hosting Content that you think infringes your copyright, please email us at hello@healthmadedesign.com and we will address your concerns.

If the Content falls into one of the categories listed above under IMAGES, VIDEOS, AND TEXT, we believe that our

use is legitimate and we may not remove it from the Website. If you have corresponded with the Company directly, and thereafter choose to pursue a copyright notice, please note that we will respond only to notices of alleged infringement that comply with the DMCA. The text of the DMCA can be found at the [U.S. Copyright Office Website](#).

To file a notice of infringement with us, you must provide a written communication by email to hello@healthmadedesign.com with an attached and signed PDF that sets forth the items specified below. If we do not respond in 10 business days, please write again – high email volume and spam means we sometimes miss emails.

To enable us to address your concerns quickly and efficiently, please provide the following information in your notice email:

- For each alleged infringement that you wish to have removed, please provide the exact URL for the page containing the Material.
- Provide information reasonably sufficient to permit us to contact you - an email address and/or telephone number is preferred.
- For images, provide the following to substantiate your claim to ownership of the copyright in the allegedly infringing image:
 - Proof of copyright in the image concerned, namely proof of copyright registration of the Image, or, absent such registration, a detailed description of the image – where it was taken, by whom, who or what the subject of the image is, and evidence to support your claim that you own the copyright. We may not comply with requests to remove an image if you cannot prove that you own the copyright in the image in question.
 - Include the following statement: “I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.”
- Sign the document and email it to hello@healthmadedesign.com.

You acknowledge that if you fail to comply with all of the requirements of this section, your DMCA notice may not be valid and we will have no obligation to respond or acknowledge receipt of your notice. Please note that you will be liable for damages (including costs and attorneys’ fees) if you materially misrepresent that any material on our Website infringes your copyrights.

CHANGES TO THE WEBSITE:

We may update the Content on this Website from time to time, but its Content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

YOUR PERSONAL INFORMATION:

All information we collect on this Website is subject to our Privacy Policy which can be found at www.healthmadedesign.com/privacypolicy. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

LINKS TO OTHER WEBSITES:

The Website contains links to other third-party site, including the websites of former clients. These links are

provided for your convenience only. We have no control over the contents of those third-party sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

GEOGRAPHIC RESTRICTIONS:

The owner of the Website is based in the state of California, in the United States of America. We provide this Website for use only by persons located in the United States, unless otherwise specifically indicated. We make no claims that the Website or any of its Content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

DISCLAIMER OF WARRANTIES:

No data transmission over the Internet can be guaranteed to be 100% safe. Thus, we cannot warrant that your information will be absolutely secure. The Company has a variety of safeguards – technical, administrative, and physical – in place to help protect against unauthorized access to, use, or disclosure of user information. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE, OR ON ANY WEBSITE LINKED TO IT.

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THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE FEDERAL OR STATE LAW.

INDEMNIFICATION:

You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, your user contributions, any use of the Website's Content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the

Website.

GOVERNING LAW:

All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of California, without giving effect to any choice or conflict of law provision or rule.

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of California, in each case located in the City of Oakland, and County of Alameda, although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country or county of residence, or any other relevant country or county. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

ARBITRATION:

If you have any issue or dispute with the Company, you agree to first contact us at hello@healthmadedesign.com and attempt to resolve the dispute with us informally. If we are not been able to resolve the dispute with you informally, both parties agree to resolve any claim, dispute, or controversy (excluding claims for injunctive or other equitable relief) arising out of or in connection with or relating to these Terms by binding arbitration by the American Arbitration Association ("AAA") under the Commercial Arbitration Rules and Supplementary Procedures for Consumer Related Disputes then in effect for the AAA, except as provided herein.

Unless both parties agree otherwise, the arbitration will be conducted in Alameda County, California. Each party will be responsible for paying their respective AAA filing, administrative and arbitrator fees in accordance with AAA rules. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees, and reasonable costs for expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall prevent either party from seeking injunctive or other equitable relief from the courts for matters related to data security, intellectual property or unauthorized access to the Service.

ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND THE COMPANY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

LIMITATION ON TIME TO FILE CLAIMS:

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

WAIVER AND SEVERABILITY:

No waiver by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or

provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

ENTIRE AGREEMENT:

These Terms of Use, our Privacy Policy, and any signed agreements between you and the Company shall constitute the sole and entire agreement between you and us with respect to the Website and general services provided, and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website. If you and the Company decide to move forward with any paid projects, additional terms outlining such projects shall be executed and signed by both you and the Company.

CHANGES TO THE TERMS OF USE:

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter. However, any changes to the dispute resolution provisions set forth in GOVERNING LAW will not apply to any disputes for which the parties have actual notice prior to the date the change is posted on the Website.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so that you are aware of any changes, as they are binding on you. A printed version of these Terms of Service and of any notices given to you in electronic form or otherwise shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Service to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

YOUR COMMENTS AND CONCERNS:

This Website is operated Healthmade Design LLC.

All feedback, comments, requests for technical support and other communications relating to the Website should be directed to hello@healthmadedesign.com or 1148 East 18th Street, Oakland, California, 94606.