

# Wahl Family Chiropractic User Terms, Conditions, and Privacy Notice

Last Updated on September 29, 2017

Welcome to Wahl Family Chiropractic.

This Agreement sets forth Your rights and obligations as a Wahl Family Chiropractic User. By visiting our website or coming to our clinic you are agreeing to Agreement and You will be bound by its Terms.

## I. Definitions

A. **“Wahl Family Chiropractic”** is a trademark of Wahl Health & Wellness, LLC

B. **“Wahl”** means Wahl Health & Wellness, LLC, the owner of the Wahl Family Chiropractic and other trademarks. In this Agreement, references to “Wahl” as a Party mean and refer to Wahl Health & Wellness, LLC, and Wahl Health & Wellness, LLC’s owner(s), parent company(ies), affiliate entities, and employees, and assigns.

B. **“Parties”** mean Wahl and You. Wahl and You are each a **“Party.”**

C. **“Terms”** mean and refer to the Terms and Conditions set forth herein.

D. **“User”** refers to a person who purchased Wahl Family Chiropractic Account. **“User Account”** refers to a User’s Wahl Family Chiropractic Account.

E. **“You”** and **“Your”** means the Wahl Family Chiropractic User who has executed this Agreement by clicking “Complete Order.”

## II. Becoming a Wahl Family Chiropractic User

By visiting our websites you agree to these Terms and to transferring payment to Wahl and You become a Wahl Family Chiropractic User. Wahl’s products, services, and prices are posted <https://www.WahlHealth.com> and are subject to change without notice. Price and product changes are effective immediately. By scheduling an appointment and providing Wahl Your personal information You authorize Wahl to charge you in the amount indicated for the value of the services You select.

## III. Term

Your User contract with Wahl begins when You click “Complete Order”.

## IV. REFUNDS

THERE ARE NO REFUNDS FOR ANY IN-OFFICE PURCHASES OR PAYMENTS MADE FOR SERVICES RENDERED OR MONTHLY CHIROPRACTIC CHARGES.

**FOR ONLINE SCHEDULING – PAYMENT IS REQUIRED AT THE TIME OF BOOKING AND THERE ARE NO REFUNDS FOR NO CALLS, NO SHOWS, AND CANCELATIONS WITHIN 48 HOURS OF THE APPOINTMENT.**

## **V. No License to use Wahl Marks**

Any content on any Wahl website may constitute the intellectual property of Wahl. Except where expressly authorized, no material on any Wahl website may be copied, reproduced, distributed, republished, uploaded, displayed, posted or transmitted in any way whatsoever. The WAHL FAMILY CHIROPRACTIC trademark and logo are proprietary marks of Wahl, and the use of those marks is strictly prohibited. Nothing herein gives You the right to use, copy, register as a domain name, reproduce, or otherwise display any logo, tagline, trademark, trade name, copyrighted material, patent, trade dress, trade secret, or confidential information owned by Wahl or any of Wahl's affiliates.

## **VI. Indemnity.**

You agree to protect, defend, indemnify and hold harmless Wahl, its officers, directors, employees, owner(s), and parent company(ies) and assigns from and against all claims, demands, and causes of action of every kind and character without limit arising out of Your conduct. Your indemnity obligation includes, but is not limited to, any third party claim against Wahl for liability for payments for, damages caused by, or other liability relating to, You.

## **VII. No Warranty; No Leads.**

Wahl does not promise, guarantee or warrant Your success. WAHL'S PRODUCTS, WEBSITES AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WAHL MAKES NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY, RELIABILITY, TIMELINESS OR COMPLETENESS OF ANY MATERIAL ON OR ACCESSIBLE THROUGH ANY WAHL WEBSITE OR SERVICE. ANY RELIANCE ON OR USE OF SUCH MATERIALS SHALL BE AT YOUR SOLE RISK. WAHL MAKES NO REPRESENTATION OR WARRANTY (A) THAT ANY WAHL WEBSITE OR SERVICE WILL BE AVAILABLE ON A TIMELY BASIS, OR THAT ACCESS TO ANY WAHL WEBSITE OR SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE; (B) THAT DEFECTS OR ERRORS WILL BE CORRECTED; OR (C) THAT ANY WAHL'S WEBSITE OR THE SERVERS OR NETWORKS THROUGH WHICH ANY WAHL'S WEBSITE IS MADE AVAILABLE ARE SECURE OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

The Wahl websites may include inaccuracies, errors and materials that conflict with these Terms. In the event of any conflict between anything posted on any Wahl website and these Terms, these Terms shall control.

## **VIII. Limitation of Liability.**

YOU AGREE THAT IN NO EVENT SHALL WAHL'S LIABILITY TO YOU FOR ANY CLAIM OF ANY KIND OR DESCRIPTION EXCEED THE AMOUNT OF THREE (3) TIMES THE PAYMENTS PAID BY YOU TO WAHL FOR THE MONTH PRECEDING THE DATE IN WHICH THE FACTS GIVING RISE TO A CLAIM AGAINST WAHL OCCURRED. YOU WAIVE ANY RIGHT TO SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND OR DESCRIPTION.

## **IX. Force Majeure.**

Wahl will not be responsible to You for any delay, damage, or failure caused by or occasioned by a Force Majeure Event. As used in this Agreement, "Force Majeure Event" shall mean: any act of God, act of nature or the elements, terrorism, insurrection, revolution or civil strife, piracy, civil war or hostile action, labor strikes, acts of public enemies, federal or state laws, rules and regulations of any governmental authorities having jurisdiction over the premises, inability to procure material, equipment, or necessary labor in the open market, acute and unusual labor, material, or equipment

shortages, or any other causes beyond the control of Wahl. Delays due to any of the above causes shall not be deemed to be a breach of or failure to perform under this Agreement. Wahl shall not be required against its will to adjust any labor or other similar dispute except in accordance with applicable law.

#### **X. Assignment of Rights.**

Wahl may assign its rights under this Agreement at any time, without notice to You. Your rights arising under this Agreement cannot be assigned by without Wahl's or its assigns express written consent.

#### **XI. Information; Registration; User Names and Passwords**

As a Wahl Family Chiropractic User you will be required to send information over the internet. You warrant that the information You provide Us is truthful and accurate, and that You are not impersonating another person. You are fully responsible for all transactions with, and information conveyed to, Wahl under Your User Account. You agree that Wahl is not liable, and You will hold Wahl harmless, for any loss or damage arising from any breach of your information or from utilizing the Wahl Family Chiropractic program. **Your information will never be given out to a third-party without your prior consent in writing. Though we do our best to protect your information there is always risk when giving your information to another party and you agree to hold Wahl Health & Wellness, LLC and its employees and members harmless should there be a breach of your information.**

#### **XII. Release/Authorization to Use Photographs.**

You grant Wahl permission to use any testimonials and "Photographs" (including pictures, photographs and original works) taken by Wahl or its agents or employees, or submitted by You to Wahl in any Media (including print, internet, film, television and no matter how distributed or published) for any purpose, which may include, but shall not be limited to, advertising, promotion, marketing and packaging of Wahl or any product or service sold and marketed by Wahl. You agree that this authorization to use Photographs may be assigned by Wahl to any other party. You agree that that the Photographs may be combined with other Photographs, sounds, text and graphics, and that the Photographs may be manipulated, cropped, altered or modified in Wahl's sole discretion. You agree not to charge a royalty or fee, and not to make any other monetary assessment against Wahl in exchange for this Release and Assignment. You hereby release and forever discharge Wahl from any and all liability and from any damages You may suffer as a result of the use of the Photographs. You further acknowledge and agree that this Release is binding upon Your heirs and assigns. You agree that this Release is irrevocable.

#### **XIV. Contact**

If You have any questions or complaints concerning any of the Terms, You may contact Wahl by e-mail at [drwahl@wahlhealth.com](mailto:drwahl@wahlhealth.com), or by regular mail at PO Box 686, Chesterfield, MO 63006.

California residents, under California Civil Code Section 1789.3, may also reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

## **XV. Digital Millennium Copyright Act**

If You believe that materials or content available on any Wahl website infringes any copyright You own, You or Your agent may send Wahl a notice requesting that Wahl remove the materials or content from the Wahl website. If You believe that someone has wrongly filed a notice of copyright infringement against You, You may send Wahl a counter-notice. Notices and counter-notices should be sent to Wahl, Attention Legal Department, at PO Box 686, Chesterfield, MO 63006, or by e-mail to [drwahl@wahlhealth.com](mailto:drwahl@wahlhealth.com)

## **XVI. Arbitration, Governing Law, and Attorneys' Fees.**

A. **ARBITRATION.** Any claim or grievance of any kind, nature or description that You have against Wahl including, but not limited to, economic losses, personal injury, or property damage, shall be resolved exclusively in binding arbitration in St. Louis County, Missouri. You agree not to file suit against Wahl or any of its affiliates, subsidiaries, officers, directors, employees, successors, or assigns. The arbitration will take place before a neutral arbitrator (hereafter, "Arbitrator") agreed upon by You and Wahl. In the event that You and Wahl are unable to reach agreement on an Arbitrator, You and Wahl will each select an arbitrator, and the two of them will select the Arbitrator, who must be a resident of St. Louis County, Missouri. The arbitrators selected by You and Wahl will have no further involvement in the arbitration. The Arbitrator will determine the rules governing arbitration. The decision of the Arbitrator will be final and binding on You and Wahl and may be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitrate survives any termination or expiration of the Agreement.

B. **GOVERNING LAW.** This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Missouri without regard to any choice of law provisions.

C. **WAIVER OF CLASS ACTION CLAIMS.** You understand and agree that You will not have the right to participate in a representative capacity or as a member of any class of claimants pertaining to any claims that may arise under, or be in any way related to, this Agreement. There is no right or authority for any claim You have against Wahl to be brought on a class action basis or on any basis involving claims brought in a purported representative capacity on behalf of the general public, or on behalf of other persons or entities similarly situated. Claims brought against Wahl may not be joined or consolidated with claims brought by anyone else.

D. **LIMITATIONS PERIOD.** Any claim brought in arbitration must be brought within the time period set forth in any statute of limitations that, but for this agreement to arbitrate, would apply to the claims asserted in any arbitration proceeding.

E. **INJUNCTIVE RELIEF.** Nothing in this Agreement prevents Wahl from applying to and obtaining from any court having jurisdiction a temporary injunction, preliminary injunction, permanent injunction, or other relief available to protect Wahl's rights prior to, during, or following any arbitration proceeding.

F. **ATTORNEYS' FEES.** You agree that in the event of any arbitration or litigation, each Party will each bear its own costs and attorneys' fees, regardless of who is deemed the prevailing party. The foregoing notwithstanding, if either You or Wahl commences an action in a court of law or equity and the responding Party successfully moves such court to compel arbitration, the Party who moved for the order compelling arbitration shall be entitled to recover its reasonable costs and attorneys' fees incurred on the motion to compel from the other Party.

## **XVII. Changes to Terms**

Wahl reserves the right to change these Terms, in whole or in part, from time to time at Wahl's sole and absolute discretion, and to provide You with notice of such change by any reasonable means, including without limitation posting revised Terms at [www.WahlHealth.com](http://www.WahlHealth.com). By Your continued use of Wahl's services, and unless You terminate this agreement as provided herein, You manifest Your agreement to any subsequent changes to the Terms.

## **XVIII. Severability**

If any Term set forth herein is deemed unenforceable under any applicable law, the remaining Terms shall remain in full force and effect and these Terms shall be read, collectively, as if the unenforceable Term(s) were omitted.

## **XIX. Waiver.**

No waiver by Wahl of any breach or default of these Terms will be deemed to be a waiver of any preceding or subsequent breach or default.

## **XX. Heading.**

Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof.

## **XXI. Notice.**

Any notice required to be given to Wahl under or related to these Terms must be in writing, addressed as follows:

Wahl Health & Wellness, LLC

PO Box 686

Chesterfield, MO 63006

General Support and Inquiries: [drwahl@wahlhealth.com](mailto:drwahl@wahlhealth.com)

Compliance: [drwahl@wahlhealth.com](mailto:drwahl@wahlhealth.com)

Spam or Abuse: [drwahl@wahlhealth.com](mailto:drwahl@wahlhealth.com)

Affiliates: [drwahl@wahlhealth.com](mailto:drwahl@wahlhealth.com)

Notices to You may be made by posting a notice (or a link to a notice) on [www.WahlHealth.com](http://www.WahlHealth.com), by e-mail, or by regular mail, at Wahl's discretion.

# Privacy Policy Notice

Last Updated on September 29, 2017

## **I. Personally-Identifiable Information and Non-Personally Identifiable Information.**

Wahl Health and Wellness, LLC (also referred to herein as “Wahl”) may collect two different types of information, Personally Identifiable Information (“PII”) and Non-Personally Identifiable Information (“Non-PII”). PII is information that identifies you as an individual – for example, your name, address, telephone number, e-mail address, credit card information, billing address and shipping information. Non-PII is aggregated information, demographic information, IP addresses, user behavior data from web interaction metrics tools and other information that does not reveal your specific identity. PII and Non-PII may be collected anytime you access or use a Wahl website. PII and Non-PII may also be collected by Wahl during in-person discussions, telephone conversations, and electronic or other written communications. Wahl also collects information via cookies; blocking cookies may render you unable to access certain Wahl products, services, or websites.

Wahl uses PII to respond to your inquiries, provide you with services you have requested, keep you informed of services Wahl thinks may be of interest to you, and otherwise personalize your experience with Wahl, and other reasons. Wahl does not sell or lease PII about you to others. Wahl may share PII with Wahl affiliates and third parties contracting with Wahl to provide services to you, e.g., financial institutions. Wahl may also share PII when required by law, or when you have expressly requested Wahl to do so. Wahl reserves the right to disclose and use your PII if Wahl believes it is necessary to: (a) respond to legal process, e.g., a subpoena; (b) respond to a law enforcement agency’s request; (c) enforce the Terms; or (d) protect the rights, privacy, safety, property, or operations of Wahl or third parties;

Because Non-PII does not personally identify You, Wahl reserves the right to use and disclose to third parties Non-PII for any purpose.

Wahl maintains reasonable physical, administrative and technical safeguards to protect PII from loss, misuse, or unauthorized access, disclosure, alteration or destruction. Wahl enforces its Privacy Policy via self-assessment.

Wahl reserves the right to change this privacy notice, which changes will become effective upon posting of the revised notice <https://www.WahlHealth.com/privacy>, or upon emailing of the changes to You at the email address You provided to Wahl, or as required by law.

## **II. Links to or From Other Sites.**

Except where expressly stated by Wahl, Wahl is not affiliated or associated with operators of any third party websites that link to or are linked from any Wahl-maintained website. Wahl disclaims any responsibility for the accuracy or content of information found on third party websites that link to or are linked from any Wahl website. Wahl disclaims any responsibility for the security of any information (including without limitation credit card and personally identifiable information (“PII”)) that you may provide to any third party. Wahl reserves the right, at any time and in its sole and absolute discretion, to block links to any Wahl-maintained website through technological or other means without prior notice.

## **III. Information; Registration; User Names and Passwords**

As a Wahl website user, You may be required to create an account with Wahl. You warrant that the information you provide Wahl is truthful and accurate, and that you are not impersonating another person. You are responsible for maintaining the confidentiality of any password you may use to access your Wahl account, and you agree not to transfer your password or User name, or lend or

otherwise transfer your use of or access to your account, to any third party. You are fully responsible for all transactions with, and information conveyed to, Wahl under your account. You agree to immediately notify Wahl of any unauthorized use of your password or User name or any other breach of security related to your account. You agree that Wahl is not liable, and you will hold Wahl harmless, for any loss or damage arising from your failure to comply with any of the foregoing obligations. **Your information will never be given out to a third-party without your prior consent in writing. Though we do our best to protect your information there is always risk when giving your information to another party and you agree to hold Wahl Health & Wellness, LLC and its employees and members harmless should there be a breach of your information.**

#### **IV. Release/Authorization to Use Photographs.**

You grant Wahl permission to use any and all photographs, or video or audio or digital recordings, taken by Wahl or its agents or employees, or submitted by You to Wahl (hereinafter "Photographs") in any Media (including print, internet, film, television and no matter how distributed or published) for any purpose, which may include, but shall not be limited to, advertising, promotion, marketing and packaging of Wahl or any product or service sold and marketed by Wahl. You agree that this authorization to use Photographs may be assigned by Wahl to any other party. You agree that that the Photographs may be combined with other Photographs, sounds, text and graphics, and that the Photographs may be manipulated, cropped, altered or modified in Wahl' sole discretion. You agree not to charge a royalty or fee, and not to make any other monetary assessment against Wahl in exchange for this Release and Assignment. You hereby release and forever discharge Wahl from any and all liability and from any damages you may suffer as a result of the use of the Photographs. You further acknowledge and agree that this Release is binding upon your heirs and assigns. You agree that this Release is irrevocable.