

TERMS OF USE AGREEMENT

Welcome to Our company's, a website (the "Site"). This Terms of Use Agreement ("Agreement") governs your access to, and use of, the Site and the information, profiles, materials and other content ("Content") available on or through the Site. Please read this Agreement carefully before using the Site or any of its Content. By choosing to use the Site you acknowledge that you have read this Agreement and the disclaimers and caveats contained in the Site and that you accept and will be bound by the terms thereof. IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT, YOU ARE NOT GRANTED PERMISSION BY Our company TO ACCESS THE CONTENT OF THE SITE. If you do not agree to all of these terms and conditions of use, do not use the Site! Please note that when listed herein as "our company" or "we," "us," or "our" refers to Palmer Chiropractic and Wellness, LLC, dba. Howell Branch Chiropractic Spine and Injury Center.

REPEATED TO ENSURE YOU HAVE READ THIS STATEMENT

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING THIS WEBSITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW. THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE, FROM TIME TO TIME IN OUR SOLE DISCRETION. WE WILL NOTIFY YOU OF AMENDMENTS TO THESE TERMS AND CONDITIONS BY POSTING THEM TO THIS WEBSITE. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, PLEASE DO NOT ACCESS THIS WEBSITE.

Our company is based in the United States of America. Our company makes no claims that the content is appropriate or may be downloaded outside of the United States. Access to the content may not be legal by certain persons or in certain countries. If you access the site from outside the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

As a user of this site, you personally guarantee and certify that the information that you post is accurate and true and that you agree to be held personally liable and responsible for the information that you post on our company. You further agree that your business you will be promoting will also be held liable and responsible for all information that you post on the Our company.

1. NO MEDICAL ADVICE

THE SITE PROVIDES NO MEDICAL/CHIROPRACTIC ADVICE OF ANY KIND WHATSOEVER. By using the Site, you acknowledge and agree that Our company is not providing you with any medical/chiropractic advice or with any advice regarding doctor choice. The content of the site, including, but not limited to, text, graphics, images, or other information in any form, from any source, or of any kind is provided for informational

purposes only. The content is not, nor is it ever intended to be, a substitute for professional advice or professional recommendations, diagnosis, or treatment. Always seek the advice of your physician(s) or another qualified healthcare provider (s) with any questions you may have regarding a medical condition. DO NOT DISREGARD PROFESSIONAL MEDICAL ADVICE BECAUSE OF ANYTHING YOU READ ON THE SITE. DO NOT DELAY SEEKING PROFESSIONAL ATTENTION OR ADVICE BECAUSE OF ANYTHING YOU READ ON THE SITE.

2. Our company's RATINGS AND OPINION INFORMATION

Our company's information regarding education, background, residencies, fellowships, and positions held has been obtained directly from the listing doctors. Our company makes no independent statements of fact or truth concerning such information, other than the general statement that the factual information reported on the site reflects the factual information rendered from the doctors. Our company does not consider the status of any malpractice complaints or claims against a doctor, either pending or resolved in offering listings as that is between you and your state board. Our company does not consider the absence of any pending malpractice claims or judgments against a doctor. Information regarding malpractice claims against a particular doctor, if any, may be available from publicly-available databanks.

Our company does not, and will not recommend or endorse any specific physicians, products, procedures, opinions, or other information that may be mentioned on the Site. Our company is not a referral service. Our company provides selected information about certain physicians/chiropractors. We cannot and do not offer advice regarding the quality or skill of any particular physician for any specific treatments or health conditions. You should obtain all additional information necessary to make an informed decision before using any physician. Reliance on any information provided by Our company, Our company employees, or others appearing on the Site is completely and solely at your own risk. You agree that you assume all responsibility in connection with choosing any physician, whether or not you obtained information about such physician on or through the Site. We assume no responsibility or liability for any advice, treatment or other services rendered by any physician, or for any malpractice claims and/or other claims that may arise directly or indirectly from any such advice, treatment or other services.

3. REVISION OF TERMS AND CONDITIONS

We may revise and update this Agreement at any time. By continuing to use the Site after such revision or update, you acknowledge that you accept those changes as they are made, even if you choose not to review the Agreement every time you access the Site.

4. COPYRIGHT AND USE OF CONTENT.

The Content is protected by copyright under both United States and foreign laws. At all times, Our company and/or its licensors retain title to the Content. Any use of Content which is not expressly permitted by this Agreement is a breach of this Agreement and may violate copyright, trademark, and other laws. Content and features are subject to change or termination without notice, in Our company discretion. Our company reserves all rights unless expressly granted elsewhere.

Our company authorizes you to view or download a single copy of material found on the Site as long as it is solely for your personal, non-commercial use. If any information or another item on the Site has more restrictive copyright protections or rules that are included in the Site, such protections and/or rules are at this moment incorporated into this Agreement by reference.

If you violate any terms of this Agreement, your permission to use the Content automatically terminates, and you must immediately destroy any copies you have made of any portion of the Content. Our company will pursue its rights against such violators to the fullest extent of the law.

5. LIMITATION OF LIABILITY.

The use of the Site and the Content is at your own risk. When using the Site, information is transmitted through an imperfect medium outside of Our company control. You agree that Our company assumes no liability to you or any other party arising out of any delays, failures, interruptions, or corruption of any data or additional information transmitted in connection with your access or use of, or your inability to access or use, the Site or its Content.

The Site and its Content are provided on a purely "as is" basis. Our company HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE. Our company makes no representation(s) or warranty(is) about the accuracy, reliability, completeness, or timeliness of the Content, software, text, graphics, links, or communications provided on or through the use of the Site. YOU AGREE THAT UNDER NO CIRCUMSTANCES WILL WE, OR ANY OF OUR DIRECTORS, OFFICERS, SHAREHOLDERS, PROPRIETORS, PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SERVANTS, ATTORNEYS, PREDECESSORS, SUCCESSORS OR ASSIGNS, BE LIABLE FOR ANY DAMAGES WHATSOEVER BE THEY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS AND DAMAGES THAT RESULT FROM INCONVENIENCE, DELAY, OR LOSS OF USE) ARISING OUT OF USE OF THE SITE, ANY SITE MATERIALS, ARRANGEMENTS MADE BASED ON INFORMATION OBTAINED ON OR THROUGH THE SITE, OR PRODUCTS OR SERVICES OBTAINED ON OR THROUGH THE SITE, EVEN IF WE OR THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Because some states do not allow the exclusion or

limitation of liability for consequential or incidental damages, this limitation may not apply to you.

This limitation applies whether the claim for damages is based on warranty, contract, tort (including any intentional torts and/or negligence of any type), or any other legal theory.

You agree that you will bring any claims against Our company within 90 days of knowledge of the date the event first giving rise to such claim occurred. You agree that you waive any claim not brought within 90 days and are barred from making any claims after that. Remedies under this Agreement are exclusive and are limited to those expressly provided for in this Agreement.

6. USER SUBMISSIONS.

The personal information you submit to Our company is governed by Our company's Privacy Policy. To the extent there is an inconsistency between this Agreement and the Our company's Privacy Policy, this Agreement shall govern.

You agree that you will not upload or transmit any communications or Content of any type to the Site that infringe(s) or violate(s) any rights of any party. By submitting communications or Content to the Site, you agree that such submission is non-confidential for any and all purposes and that Our company is free to use such information for any and all purposes.

Use of this Website may be monitored, tracked and recorded. Anyone using this Website expressly consents to such monitoring, tracking and recording

If you make any such submission, you agree that you will not send or transmit to Our company any Content that infringes or violates any rights of any party. If you submit any business information, idea, concept or invention to Our company, you agree such submission is non-confidential for all purposes.

If you make any submission to the Site, you automatically grant—or warrant that the owner of such Content or intellectual property has expressly granted—Our company royalty-free, perpetual, irrevocable, world-wide nonexclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform, and/or display the communication or Content in any form, and in any forum. Our company may sublicense its rights through multiple tiers of sublicenses.

You agree that (i) you will not engage in any activities related to this Website that are contrary to applicable law, regulation or the terms of any agreements you have with us, and (ii) in circumstances where locations of this Website require identification for access, you will establish commercially reasonable security procedures and controls to limit access to your password or other identifying information to authorized individuals. You agree that you will not use any robot, spider, other automatic device or manual process to monitor or copy our web pages, data or the content contained herein or for any other unauthorized purpose without our prior expressed written permission.

7. PASSWORDS

You are responsible for taking all reasonable steps to ensure that no unauthorized person has access to your Our company passwords or accounts. It is your sole responsibility to (1) control the dissemination and use of your password; (2) authorize, monitor, and control access to and use of your Our company account and password; (3) promptly inform Our company any need to deactivate a password. You grant Our company and all other persons or entities involved in the operation of the Site the right to transmit, monitor, retrieve, store, and use your information in connection with the operation of the Site. Our company can not and does not assume any responsibility or liability for any information you submit, or your or third parties' use or misuse of information transmitted or received using Our company tools and services. We reserve the right to delete or change any password at any time and for any reason and deny access until any issues are resolved.

8. REVIEWS & POSTINGS

Our company is not responsible for the consequences of any reviews and does do not adopt or endorse user reviews, as the reviews are purely the opinion of the posting user. You are expected to refrain from using any improper, obscene, harassing, vulgar, offensive, defamatory, or libelous language.

- You are not permitted to post any Content that infringes upon the legitimate proprietary rights of others.
- You are not permitted to post or upload materials (or hyperlinks) that contain unsolicited or unauthorized advertising or marketing, promotional materials, junk mail, spamming, chain letters, pyramid schemes or the like.
- You are not permitted to pose as or impersonate another, nor are you permitted to allow any other person or entity to use your identification for posting or viewing comments
- You are not permitted to post or upload materials (or hyperlinks) that contain viruses or that are coded in a way that might interrupt, disrupt, destroy or limit the functionality of any computer software, hardware or telecommunication equipment. If you post a review:

Any violation of these terms will be deemed a material breach of the Agreement.

Our company reserves the right (but is not obligated) to do any or all of the following:

- Investigate an allegation that a communication(s) do(es) not conform to the terms of this section and, in its sole discretion, remove the review(s).
- Remove any information, if added through a review, blog or other forum, which are abusive, illegal, or disruptive, or that otherwise fail to conform with these Terms and Conditions.
- Terminate a user's access to the Site upon any breach of these Terms and Conditions.
- Edit or delete any posting for any reason, and the user also agrees that no reason or

notice is required to be rendered at any time.

Our company disclaims all liability or responsibility to users of the Site or any other person or entity for performance or nonperformance of the activities above

9. ADVERTISEMENTS, FAXING, E-MAILS, SEARCHES, AND LINKS TO OTHER SITES.

Our company may provide links to third-party web sites. Our company also may select certain sites as priority responses to search terms you enter, and Our company may agree to allow advertisers to respond to certain search terms with advertisements or sponsored Content. Our company does not recommend and does not endorse the Content on any third-party websites. Our company is not responsible for the Content of linked third-party sites framed within the Site, third-party sites provided as search results, or third-party advertisements, and does not make any representations regarding their Content or accuracy. Your use of third-party websites is at your own risk and subject to the terms and conditions of use for such sites. Our company does not endorse any product advertised on the Our company site. Our company, its officers, business partners, and affiliates may send you faxes and e-mails of both informational and solicitation content, and you give your express permission for us to do so. This means that you give express permission to receive faxes and/or e-mails (opt-in) and/or promotional materials from the Our company and any affiliate associated with the Our company for any reason.

10. INDEMNITY.

You shall indemnify and hold harmless Our company, its affiliates, successor organizations, directors, officers, shareholders, partners and employees from and against any and all liabilities from any claims against any or all of them whether or not foreseeable, directly or indirectly resulting from the actions or omissions of User or parties acting on behalf of User, or arising out of User's or its agents breach of any of its representations, warranties, responsibilities, or agreements contained in this Agreement. User shall, at its own expense, defend Our company against any claim alleging the user's liability for indemnified matters provided that a) User promptly notifies Our company any claim; b) User is entitled to settle or defend any action against Service Provider to which this indemnity relates; and c) Our company reasonably cooperates with Customer to facilitate such defense. Notwithstanding the foregoing, User may not settle any claim or consent to any judgment without first obtaining the written consent of Our company, such consent not to be unreasonably withheld, and Our company may participate in its own defense at its own expense. This Paragraph shall survive the termination of this Agreement.

Under no circumstances will the Our company liable for any lost profits, lost opportunity or any indirect, consequential, incidental, special, punitive, or exemplary damages arising out of any use of or inability to use the website or any portion thereof, regardless of whether we have been apprised of the likelihood of such damages

occurring and regardless of the form of action, whether in contract, warranty, tort (including negligence), strict liability, or otherwise.

11. JURISDICTION.

You agree that the Courts of the State of New York, County of Suffolk, shall have exclusive jurisdiction for any dispute with Our company, or in any way relating to your use of the Site, and you consent to the exercise of personal jurisdiction in the courts of the State of New York, County of Suffolk in connection with any such dispute including any claim involving Our company or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers, and Content providers.

These Terms and Conditions are governed by the laws of the State of New York, without respect to its conflict of laws principles. If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect. No waiver of any of these Terms and Conditions shall be deemed a further or continuing waiver of such term or condition or any other term or condition. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party

To the extent that anything in or associated with the Site or Our company is in conflict or inconsistent with this Contract, this Contract shall govern. Our Companys failure to enforce any provision of this Contract shall not be deemed a waiver of such provision nor of the right to enforce such provision.

12. EXTERNAL LINKS

External inks may be provided for your convenience, but they are beyond the control of the Website Owner, and no representation is made as to their content. Use or reliance on any external links and the content thereon provided is at your own risk. When visiting external links, you must refer to that external websites terms and conditions of use. No hypertext links shall be created from any website controlled by you or otherwise to this website without the express prior written permission of the Website Owner. Please contact if you would like to link to this website or would like to request a link to your website

13. LIMITATIONS OF MALICIOUS CONTENT

Malicious content will aggressively be tracked and found. The Our company will prosecute to the fullest extent of the law, any malicious content posted.

14. FINANCES

All fees paid to the Our company are non-refundable. There are no pro-rated refunds at any time or any reason. Should an account be terminated, the user understands and agrees that the fees can be billed for 30 days from the time of termination to give the

Our company time to process the canceled subscription/service/listing.

15. USE OF OUR COMPANY DATA

Under no circumstance may any data be used or "mined" from the Our company without expressed written permission from the Our company. Any use of the Our company's Database not expressly authorized in this Agreement is strictly prohibited. Without limiting the generality of the foregoing, OUR COMPANY and the Users are expressly prohibited from (a) co-branding or otherwise providing the Product or Service on behalf of any third party, (b) sublicensing or reselling the Our company Database; (c) using or allowing third parties to use the Our company Database for the purpose of compiling, enhancing, verifying, supplementing, adding to or deleting from any mailing list, geographic or trade directories, business directories, classified directories, classified advertising, or other compilation of information which is sold, rented, published, furnished or in any manner provided to a third party; (d) using the Our company Database in any service or product not specifically authorized in this Agreement or offering it through any third party; or (e) disassembling, decompiling, reverse engineering, modifying or otherwise altering the Our company Database or any part thereof without Our company's prior written consent, such consent may be withheld at the Our company's sole discretion; or (f) using the Our company's Database for any direct marketing purposes.

16. COMPLETE AGREEMENT.

This Agreement constitutes the entire agreement between you and Our company concerning the use of the Site and its Content.