

Terms & Conditions of Use Agreement

In this Terms & Conditions of Use Agreement (“Agreement”), “ARC”, “we”, “our” or “us” refers to ARC Wellness, LLC, arcwellnesscenter.com and its affiliates. ARC provides services and use of the website arcwellnesscenter.com, as well as any other related products and services that refer or link to these legal terms (the “Site”) to you subject to the following terms and conditions.

PLEASE READ THE ENTIRE TERMS & CONDITIONS OF USE CAREFULLY BEFORE YOU CONTINUE. BY CONTINUING, YOU ARE DEEMED TO HAVE ACCEPTED THE TERMS & CONDITIONS OF USE IN THEIR ENTIRETY.

YOU MUST BE AT LEAST 18 YEARS OLD TO USE ARCWELLNESSCENTER.COM OR ANY FEATURES OR SERVICES.

HIPAA Privacy Policy/ Privacy Statement

Your personally identifiable information obtained by us from this Site is subject to our Privacy Statement and in some cases, our HIPAA Privacy Policy as well. For more information, please see our Privacy Statement and our Privacy Policy.

This Agreement sets forth our usage guidelines and standards of use of the Site. By using the Site you (as a “User”) agree to these terms and conditions. A “User” is defined as any visitor of the Site. If you do not agree to the terms and conditions of this Agreement, you should immediately discontinue use or viewing of the Site.

If you wish to make use of the Site and its features or services, you agree to the terms in this Agreement and indicate your acceptance of the same by continued use of the Site along with acceptance during the registration process (e.g. when you complete New Patient Forms or Referral Forms on the Site). We reserve the right, at any time, to modify, alter, or update the terms and conditions of this Agreement. If we make any material changes, we will notify you by means of a notice on the Site prior to the change becoming effective. We encourage you to periodically review this page for the latest information on our terms and to review our most current terms.

ARC may refuse to offer or continue offering services to any person or entity for any reason or no reason and may change its eligibility criteria from time to time.

1.0 Description of Service – Limited Use License Agreement

ARC operates a website, arcwellnesscenter.com, which is designed to provide information about the behavioral health services it provides, and to provide efficient patient interaction. By using the Site, you are licensed to use it only for the purpose of engaging with ARC under this Agreement.

2.0 Proprietary Rights to Content

You acknowledge and agree that the Site contains information, data, software, photographs, graphics, text, images, logos, icons, typefaces, audio and video material, and/or other material (collectively referred to as “Content”) protected by copyright, trademark, patents, service marks, or other proprietary rights, and that these rights are valid and protected in all forms, media, and technologies existing now or hereinafter developed.

By visiting the Site, you are licensed to use the Content only for personal use. The downloading of the whole or significant portions of any Content or database is strictly prohibited. Resale of any Content or database or portion thereof, is also prohibited.

All Content displayed on the Site and all software, data and information used to create ARC and the Content, including text and images, method of display and presentation, source code, object code, embedded routines and programs and other materials, as well as all copyrights, trademarks, service marks, patents and other intellectual property rights, or proprietary rights therein or thereto, are owned by ARC, its affiliates, suppliers or licensors, and are protected under U.S. and international copyright, trademark and other applicable laws and treaties including international trade and export laws. All rights not expressly granted to you by Us in this Agreement are reserved by ARC and you acknowledge and agree that you do not acquire any ownership rights by accessing or downloading copyrighted material or Content from ARC.

2.1 Prohibited Activities

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Site, you agree not to:

- Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Services and/or the Content contained therein.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.
- Use any information obtained from the Site in order to harass, abuse, or harm another person.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Use the Site in a manner inconsistent with any applicable laws or regulations.
- Engage in unauthorized framing of or linking to the Site.
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party’s uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site.

- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Delete the copyright or other proprietary rights notice from any Content.
- Attempt to impersonate another user or person or use the username of another user.
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
- Interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Site.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you.
- Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.
- Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or use or launch any unauthorized script or other software.
- Use a buying agent or purchasing agent to make purchases on the Site.
- Make any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- Use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavor or commercial enterprise.
- Use the Site to advertise or offer to sell goods and services.
- Sell or otherwise transfer your profile.

2.2 *Your Submissions*

Please review this section and the "PROHIBITED ACTIVITIES" section carefully prior to using our Site to understand the (a) rights you give us and (b) obligations you have when you post or upload any content through the Site.

Submissions: By directly sending us any question, comment, suggestion, idea, feedback, or other information about the Site ("Submissions"), you agree to assign to us all intellectual property rights in such Submission. You agree that we shall own this Submission and be entitled to its unrestricted use and dissemination for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.

You are responsible for what you post or upload: By sending us Submissions through any part of the Site you:

- confirm that you have read and agree with our "PROHIBITED ACTIVITIES" and will not post, send, publish, upload, or transmit through the Site any Submission that is illegal, harassing, hateful, harmful, defamatory, obscene, bullying, abusive, discriminatory, threatening to any person or group, sexually explicit, false, inaccurate, deceitful, or misleading;
- to the extent permissible by applicable law, waive any and all moral rights to any such Submission;
- warrant that any such Submission are original to you or that you have the necessary rights and licenses to submit such Submissions and that you have full authority to grant us the above-mentioned rights in relation to your Submissions; and
- warrant and represent that your Submissions do not constitute confidential information.

You are solely responsible for your Submissions, and you expressly agree to reimburse us for any and all losses that we may suffer because of your breach of (a) this section, (b) any third party's intellectual property rights, or (c) applicable law.

3.0 Disclaimers

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE SITE IS AT YOUR SOLE RISK. THE SERVICES AND INFORMATION ARE PROVIDED BY ARC ON AN "AS IS" AND ON AN "AS AVAILABLE" BASIS ONLY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ARC MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE USE OR THE RESULTS OF THE SITE'S SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. ARC SHALL HAVE NO LIABILITY FOR ANY INTERRUPTIONS IN THE USE OF THE SITE. IN ADDITION, ARC DOES NOT WARRANT OR REPRESENT THE FOLLOWING: (1) THE SITE WILL MEET YOUR REQUIREMENTS, (2) THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, (3) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE WILL BE ACCURATE OR RELIABLE, (4) THE QUALITY OF ANY PRODUCTS, SERVICES, OR INFORMATION, OR OTHER MATERIALS OBTAINED BY YOU THROUGH THE SITE WILL MEET YOUR EXPECTATIONS, (5) THE SERVERS THAT MAKE THE SITE AVAILABLE ARE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS; OR (6) ANY ERRORS IN THE SITE WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY LOSS OR DAMAGE INCURRED, INCLUDING BUT NOT LIMITED TO, DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. YOU (AND NOT US OR ANY OF ARC'S AFFILIATED COMPANIES OR ANY OF OUR OR THEIR RESPECTIVE LICENSORS OR VENDORS) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION FOR ANY SUCH DAMAGE.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS & CONDITIONS OF USE.

3.1 Medical and HIPAA Security Disclaimer

FOR USERS SUBMITTING PATIENT OR REFERRAL INFORMATION WITHIN THE SECURE SECTION OF THE SITE: ARC IS A HEALTH CARE PROVIDER AND SUBJECT TO THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (“HIPAA”). WHEN YOU SUBMIT NEW PATIENT INFORMATION OR COMPLETE THE REFERRAL FORM ON THE SECURE SECTION OF THE SITE, ARC IS PROCESSING PROTECTED HEALTH INFORMATION (“PHI”). UNDER HIPAA, PROVIDERS LIKE ARC ARE REQUIRED TO USE REASONABLE AND APPROPRIATE SAFEGUARDS TO PREVENT DATA BREACHES. ALTHOUGH ARC USES AN INTEGRATED, ENCRYPTED, THIRD PARTY PLATFORM TO ACCEPT THIS PHI, THERE IS NO 100% GUARANTEE THAT ALL DATA AVAILABLE VIA THE INTERNET WILL BE SAFE.

THE MATERIAL AVAILABLE THROUGH THE SITE IS FOR INFORMATIONAL PURPOSES ONLY. BEFORE YOU ACT ON ANY INFORMATION YOU’VE FOUND ON THE SITE, YOU SHOULD INDEPENDENTLY CONFIRM ANY FACTS THAT ARE IMPORTANT TO YOUR DECISION, INCLUDING WITH A LICENSED HEALTH CARE PROVIDER. IF YOU RELY ON ANY INFORMATION OR SERVICE AVAILABLE THROUGH THE SITE, YOU EXPRESSLY AGREE THAT YOU DO SO AT YOUR OWN RISK.

ARC DISCLAIMS ALL WARRANTIES WITH REGARD TO THE INFORMATION PROVIDED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND IMPLIED WARRANTY OF NON-INFRINGEMENT.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES; THEREFORE, THE ABOVE-REFERENCED EXCLUSION MAY NOT APPLY TO YOU.

4.0 Limitation of Liability

ARC SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, AND IN PARTICULAR ARC SHALL NOT BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST INCOME, LOSS OF REVENUE, OR LOSS OF USE, ARISING OUT OF OR RELATED TO THE USE OR THE INABILITY TO USE THE SITE OR THE INFORMATION CONTAINED IN IT, OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR RESULTING FROM ANY SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SITE OR RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OF DATA PROVIDED BY YOU, WHETHER

SUCH DAMAGES ARISE IN CONTRACT, NEGLIGENCE, TORT, UNDER STATUTE, IN EQUITY, AT LAW, OR OTHERWISE, EVEN IF ARC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THESE TERMS OF USE, THE SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

5.0 Indemnification

You agree to indemnify and hold ARC, its subsidiaries, affiliates, officers, agents, attorneys and employees, harmless from any claim or demand of any kind whatsoever, including reasonable attorneys' fees and costs, made by any third party due to or arising out of the use of the Site, the violation of this Agreement, or infringement by another User, or of any intellectual property. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims.

6.0 COPPA Notice

CHILDREN ONLINE PRIVACY PROTECTION ACT ("COPPA") NOTIFICATION *****Special Note for Parents or Guardians of Children**

The Site was not designed for anyone under the age of 18. We are not responsible for any access or use of the Site by children or minors under the age of 18. ARC does not provide services designated for children under the age of 18 nor is it designed for their use.

Pursuant to 47 U.S.C. Section 230(d) as amended, we hereby notify you that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying providers of such protections are available to you online.

Please see our COPPA Information provided in our Privacy Statement for more information regarding use of the Site and any user under the age of 18.

7.0 Technology Export Control

Through the Bureau of Industry and Security and its use of the Export Administration Regulations, the United States government has implemented export control laws that regulate the export and re-export of technology originating from within the United States. This technology includes the electronic transmission of information or software. The export control laws regulate the exporting or re-exporting of this technology to foreign countries and to certain foreign nationals. You agree to abide by these laws

and regulations, including but not limited to, the Export Administration Act, U.S. Foreign Corrupt Practices Act and the Arms Export Control Act and not to transfer, by electronic transmission or otherwise, any Content derived from the website to either a foreign national or foreign destination in violation of such laws.

8.0 Website Forms / Chat Bot, etc.

We contract with third parties to provide the secure platform that allows Users to engage with us, inquire about our services or otherwise refer a patient to us. Although the links to the forms are embedded in our site, the information submitted through those links is processed by third parties. Users of the Site who choose to complete any forms or submit any information are entirely responsible for the information submitted whether authorized or not authorized.

You, in submitting any information, specifically consent to the storage and processing of your personal information with us through these third parties. In consideration of your use of the Site, and specifically this secure section, you agree to:

- (1) Provide true, accurate, current and complete information; and
- (2) Maintain and promptly update information to keep it true, accurate, current and complete by contacting ARC with any changes.

Furthermore, you understand that you may not:

- (1) Select or use a name of another person with the intent to impersonate that person; or
- (2) Use the rights of any person other than yourself without authorization; or
- (3) Submit information, including your interest to become a patient of ARC if You are under the age of 18.

9.0 Legal Compliance

ARC reserves the right to use any information available by virtue of Your use of the Site (including, for example, reverse IP address inquiry) in order to comply with any law, to enforce our Terms & Conditions of Use Agreement or Privacy Statement, or to protect the rights, property or safety of all visitors and Users. We reserve the right without obligation to review the content of the Site, and other information posted to the Site to determine compliance with our Agreement and operating rules established by Us or our affiliates, and to satisfy any law, regulation or authorized government request.

10.0 Modifications and Interruption to Service

ARC reserves the right to modify or discontinue any services on the Site with or without notice. ARC shall not be liable to a User or any third party should ARC exercise its right to modify or discontinue any service on the Site. Each User acknowledges and accepts that ARC does not guarantee continuous, uninterrupted or secure access to the Site and operation of the Site may be interfered with or adversely affected by numerous factors or circumstances outside of our operation or control.

11.0 Service Disclaimer Information

ARC disclaims liability for any products, sales, transactions or information provided by or related to third parties or affiliates and obtained through any posting, listing or link via the Site.

Users agree to indemnify, hold harmless, and defend ARC and its staff, agents and officers (hereinafter referred to as “ARC Parties”) from any and all fault, liabilities, costs, expenses, claims, and demands or lawsuits arising out of, related to or connected with this Agreement or the services offered on the Site hereunder.

12.0 Third-Party Links

The Site may include links to other third parties (collectively referred to as “Vendor(s)”). Any such links to Vendors are provided for your convenience only, and such links do not imply endorsement by ARC of such Vendors or the content contained therein. You acknowledge that we are not responsible for the availability of, or the content located on or through, any Vendors. You should contact those Vendors if you have any concerns regarding such links or the content. Your use of Vendors is subject to the terms & conditions of use and privacy policies of each Vendor. We encourage all Users to review said policies of all Vendors.

ARC disclaims all warranties, express or implied, as to the accuracy, legality, reliability or validity concerning Vendors and their offerings, and you agree that any recourse for dissatisfaction or problems with Vendors must be directed to the Vendors and not ARC as you agree to waive any claim you may have against us with respect to any Vendor’s claim.

13.0 Governing Jurisdiction

This Agreement will be governed by and construed in accordance with the laws of the United States of America and the laws of the State of Ohio, without regard to any principals of conflicts of law. Any and all services and rights of use hereunder are considered performed in the United States of America and You agree that any action at law or in equity that arises out of or relates to ARC or these Terms & Conditions of Use will be filed only in the state or federal courts located in Cuyahoga County, Ohio or the Federal Northern District of Ohio and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

14.0 Compliance with Laws and International Use

You assume all knowledge of applicable laws and are responsible for compliance with any such laws. You may not use the Site in any way that violates applicable state, federal, or international laws, regulations or other government requirements. Such laws may include but are not limited to the General Data Protection Regulation (“GDPR”), and the California Consumer Privacy Act (“CCPA”). See our Privacy Statement for information regarding your data privacy rights under those laws.

Furthermore, we make no representation that materials or services on the Site are appropriate or available for use in locations outside the United States and accessing them from territories where their content is illegal is prohibited. Those who choose to access the Site from other locations outside of the

United States do so on their own initiative and at their own risk and are responsible for compliance with those local laws and regulations. Please see actual regulations for more information.

15.0 Notification of Claimed Copyright Infringement

We respect the intellectual property of others and we ask our Users to do the same. If you believe that your work has been copied and is accessible on the Site in a way that constitutes copyright infringement, you may notify us by providing our copyright agent the following information:

- (1) A description of the copyrighted work that you claim has been infringed;
- (2) Identification of the URL or other specific location on ARC where the material you claim is infringing is located;
- (3) Your name, address, telephone number, email address, and statement that you are an authorized person to act on behalf of the owner of the copyright;
- (4) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- (5) An affidavit submitted by you, sworn to and made under the penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are an authorized agent to act on behalf of the copyright owner.

Pursuant to Section 512(c) of the Copyright Revision Act, as amended by the Digital Millennium Copyright Act, ARC designates the following individual as its agent for receipt of notifications of claimed copyright infringement.

By Mail:

ARC Wellness, LLC
Attention: Executive Director
29055 Clemens Rd.
Suite A
Westlake, Ohio 44145

16.0 Botnets

ARC retains the right, at our sole discretion, to terminate any User involved with botnets and related activities. If any hostnames are used as command and control points for botnets, ARC reserves the right to direct the involved hostnames to a honeypot, loopback address, logging facility, or any other destination at our discretion.

17.0 Spamming

Use of the Site by you for spamming is strictly prohibited.

18.0 Electronic Communications, Transactions, And Signatures

Electronic communications include but are not limited to visiting the Site, sending us emails, interacting with chat bot, sending us texts, completing online forms, and otherwise communicating with us by electronic means. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Services, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SERVICES. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

18.1 Messaging

Message frequency varies per user.
Message and data rates may apply.
Text HELP for help. Text STOP to unsubscribe.
Carriers are not liable for delayed or undelivered messages.

19.0 Corrections

There may be information on the Site that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

20.0 TERM AND TERMINATION

These Legal Terms shall remain in full force and effect while you use the Services. WITHOUT LIMITING ANY OTHER PROVISION OF THESE LEGAL TERMS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICES (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE LEGAL TERMS OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SERVICES OR DELETE ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we

reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

21.0 DISPUTE RESOLUTION

Informal Negotiations

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Legal Terms (each a "Dispute" and collectively, the "Disputes") brought by either you or us (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least **30** days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

Binding Arbitration

Any dispute arising out of or in connection with these Legal Terms, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by the American Arbitration Association (AAA) according to the Rules of this AAA, which, as a result of referring to it, is considered as the part of this clause. The number of arbitrators shall be **one**. The seat, or legal place, or arbitration shall be **Cleveland, Ohio, USA**. The language of the proceedings shall be **English**. The governing law of these Legal Terms shall be substantive law of **Ohio, USA**.

Restrictions

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

Exceptions to Informal Negotiations and Arbitration

The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

22.0 Miscellaneous Terms

These Terms & Conditions of Use constitute the entire agreement and understanding between you and Us, superseding any prior agreements and understandings, and govern your use of ARC. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. Our failure to enforce or exercise any right or provision of these Terms & Conditions of Use shall not constitute a waiver of such right or provision. If any provision of these Terms & Conditions of Use shall be unlawful, void or unenforceable for any reason, the other provisions (and any partially enforceable provision) shall not be affected thereby and shall remain valid and in full force and effect. You agree that these Terms & Conditions of Use and any other agreements referenced herein, may be assigned by ARC, in our sole discretion, to a third party in the event of a merger or acquisition. The section titles and headings in these Terms & Conditions of Use are for convenience only and have no legal or contractual effect.

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by these Terms & Conditions of Use.

Your communications with ARC may be recorded or monitored and by using such communications methods you are consenting to the recording or monitoring of the same.

Any rights not expressly granted herein are reserved by and for Us.

By submitting information to ARC through the Site or otherwise you are making an inquiry as to services offered by ARC and give ARC permission to contact you through email, fax, telephone, mobile phone, or any means, even if your phone number or mobile number is on a “Do Not Call” list.

Certain sections or pages on the Site may contain separate terms and conditions, which are in addition to these Terms & Conditions of Use. In the event of a conflict, the additional terms and conditions will govern those sections or pages.

I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.

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