# Terms and Conditions of Use

**Current: February 2023** 

### Acceptance of these Terms and Conditions.

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You are agreeing to be bound by these terms and conditions by using or visiting the Site, including by clicking on any link or "box" available at or through the Site, viewing or accessing any of the services or information made available by or at the Site, or by entering any information of any kind in any query box or screen available at the Site. If You are employed by or are working on behalf of a company and are accessing this Site for any purpose related to that company, in agreeing to these Terms on Your own behalf, You are also agreeing to the Terms on behalf of that company and You represent that You have the authority to do so (in which event, the term "**You**" shall mean both You (the user) and such company).

In addition to reading these Terms of Service, You should also read Our <u>Privacy Policy</u>, which explains how We may collect and use Your personal information. If You use or visit this Site, You agree to the terms of Our Privacy Policy.

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We may, at Our discretion, provide certain services and information to the general public at the Site. By using this Site, You are licensed to use it only for the purpose of engaging with Us. You agree and acknowledge that Bold Step Health is entitled to modify or discontinue its provision of any of these services and this information at its sole discretion and without notice to You. We reserve the right to impose additional or different terms and conditions to Your use of any services or information provided at this Site at any time.

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Further, by providing information about any third-party or creating links to third parties, We are not making any representations of any kind about them. For example, We are not making any representations about the quality, competency, capabilities, service offerings, suitability or business practices of any of these companies. In all such cases, You should assume that You need to verify any item of information this Site provides that is important to You. If You do business with any of these Third-Parties: We are not a party to that relationship; We will have no responsibility for their performance or non-performance; and, We shall have no liability for any harm or damages You may incur as a result of such relationship. If You believe that We are providing inaccurate information about You, please contact us immediately at [•].

We may also provide access to certain forms and other information at this Site. We make no representation that any such forms or related information are current or are appropriate for any particular use. You should consult with a physician or other subject matter expert qualified in Your particular area of interest in order to determine if any information We provide is suitable for any particular purpose or situation and for any diagnosis of a medical condition and/or a treatment protocol with respect thereto.

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You agree that You will not use the Site or service for activities prohibited by applicable state, federal, international law or rules or regulations. We make no claims regarding Our Site or service outside the

United States. If You access Our Site or service from outside the United States, You do so at Your own risk and You are responsible for compliance with the laws of such jurisdiction.

# **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 the Site 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, Bold Step Health designates the following individual as its agent for receipt of notifications of claimed copyright infringement.

By Mail:

Bold Step Health, LLC Attn: Barbara Stacy PO Box 4593 Hagerstown, MD 21742

### Information Submitted By You

When You submit any information at or to the Site, whether by typing information into a query box, query screen or otherwise ("**User Information**"), You represent to Us that You are at least eighteen (18) years of age and that all User Information You submit is (i) accurate and complete, (ii) owned by You, (iii) submitted by You without violation of any third-party rights, and (iv) not confidential.

Any User Information You submit and Our collection and use thereof is subject to the terms of Our Privacy Policy, including restrictions on Our use of any User Information that is Personal Information (as defined in our Privacy Policy). Bold Step Health assumes no responsibility or liability for the content of any User Information. You may not lie about Your age, use a false email address or other identifying information, impersonate any person or entity or otherwise mislead as to Your true identity for any reason.

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### **COPPA Notice**

# CHILDREN'S 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.

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 Policy for more information regarding use of the Site and any User under the age of 18.

### Indemnification

You agree to indemnify, defend and hold harmless Bold Step Health and its officers, directors, employees, contractors, agents, licensors, service providers, subcontractors and suppliers from and against any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys' fees and court costs, arising or resulting from Your use of the Site or any violation of these Terms by You.

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This agreement is governed by and should be construed in accordance with the laws of the State of Ohio without regard to its conflict of laws provisions. We recognize that it is possible for You to obtain access to this Site from any jurisdiction in the world, but We have no practical ability to prevent such access. This Site has been designed to comply with the laws of the State of Ohio and of the United States of America. If any material on this Site, or Your use of the Site, is contrary to the laws of the place where You are when You access it, the Site is not intended for You, and You may not use the Site. You are responsible for informing Yourself of the laws of Your jurisdiction and complying with them.

You expressly agree to submit to the exclusive jurisdiction of the federal and state courts located in the State of Maryland to resolve any legal matter arising from these Terms or related to Your use of the Site. YOU HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT YOU MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (INCLUDING ANY CLAIMS, COUNTERCLAIMS, CROSS-CLAIMS, OR THIRD-PARTY CLAIMS) ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF THE SITE.

### **Changes to these Terms**

Bold Step Health reserves the right to modify these Terms from time to time at Our sole discretion and without notice to You. Changes to Our Terms become effective on the date they are posted at the Site. It is Your responsibility to check periodically for any changes We make to the Terms. Your continued use of or access to the Site after any changes to the Terms will signify Your agreement to be bound by such Terms, as so modified.

# **Other Matters**

You understand and agree that the above Terms constitute the entire agreement between You and Bold Step Health regarding Your use of the Site and any of the services and information that may be available at the Site. If any provision of these Terms is unlawful, void, or unenforceable, that provision is deemed severable from this agreement and does not affect the validity or enforceability of any remaining provisions. A printed version of these Terms and Conditions of Use shall be admissible in judicial or administrative proceedings based on or relating to use of the Site to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The failure of Bold Step Health to exercise or enforce any right or provision of this Agreement will not operate as a waiver of such right or provision.

By submitting information to Us through the Site such as to sign up for Our newsletter, or otherwise You are making an inquiry as to services offered by Us and give Us 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.

Please email Us at <u>coach@boldstephealth.com</u> with any questions regarding this agreement.

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

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