



# TERMS AND CONDITIONS

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## INTRODUCTION

Juggernaut RN Health Consulting, including our subsidiary (ies) and/or affiliate(s), (hereinafter also referred to as “**JRH Consulting/Company/ we/ our/ us**”) operates [www.juggernautrn.com](http://www.juggernautrn.com) (“**Website**”) and provides service through their website (“**Services**”). These Terms and Conditions (“**Terms**”) govern the Services and use of the Services provided by JRH Consulting. By accessing and/or otherwise using the Services in any manner, you, therefore, agree that you have read and accepted these Terms. We reserve the right to modify these Terms, without notice, at any time. You understand that your continued use of the Services after these Terms have been modified constitutes your acceptance of these Terms as amended.

Regularly checking and reviewing this page ensures that you are updated on the terms and conditions governing your use of the Services. If we believe that the modifications are material, we will notify you of the changes by posting a notice on our Website, or emailing you at the email address provided to us by you, and as we may deem appropriate. What constitutes a material change will be determined by us, at our sole and absolute discretion.

## AGREEMENT TO TERMS

By accessing this Website, you agree to be bound by the same and acknowledge that it constitutes an agreement between you and the Company (hereinafter the “**User Agreement**”). You may not use the Services if you do not accept the Terms or are unable to be bound by the Terms. Your use of the Website is at your own risk, including the risk that you might be exposed to content that is objectionable, or otherwise inappropriate.



The terms **‘user(s)’**, **“your”** and **‘you’** hereunder refer to the person visiting, accessing, browsing through and/or using the Website at any point in time.

## **ELIGIBILITY**

In order to use the Website, You need to be 18 (eighteen) years of age or older. The Website may only be used or accessed by such Persons who can enter into and perform legally binding contracts under the applicable laws. The Company shall not be liable in case of any false information is provided by the user including the user’s age and the user and/or his natural or appointed guardian alone shall be liable for the consequences as per the applicable laws. The Company disclaims all liability arising out of such unauthorised use of the Website and any third-party liability arising out of Your use of the Website if You are a minor.

## **LIMITED LICENCE**

We grant you a limited, non-exclusive, non-transferable licence, subject to the terms of this Agreement, to access and use the Site, and related content, materials, and information (collectively, the **"Content"**) solely for approved purposes as permitted by us from time to time. Any other use of the Site or Content is expressly prohibited and all other right, title, and interest in the Site or Content is exclusively the property of the Company and its licensors. You agree not to copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the Content, in whole or in part. All Free Materials are our intellectual property, and we retain all rights not expressly granted. Free Materials are provided "as is" without warranties, and we can terminate this license at any time without notice for any reason, including a breach of these terms.

## **ACCURACY, COMPLETENESS, AND TIMELINESS OF INFORMATION**

We are not responsible if the information made available on this Website is not accurate, complete, or current. The material on this Website is provided for general information only and



should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete, or more timely sources of information.

We reserve the right to modify the contents of this Website at any time, but we have no obligation to update any information on our Website. You agree that it is your responsibility to monitor changes to our Website.

## **MODIFICATIONS IN SERVICE**

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third party for any modification, price change, suspension, or discontinuance of the Services. If you purchase any services from us, you agree to pay the full amount for the service, and any applicable taxes, in a timely manner.

## **USE OF THE WEBSITE AND THE SERVICES**

You agree to use this website only in accordance with these Terms. In the event that your unauthorised use of this website results in loss or damage to any person who then brings a claim against us, you agree to indemnify us for all losses and/or damages arising from such claim.

As a user of this website you undertake:

1. Not use our website in any way that causes or may cause damage to the website or impairment of the availability or accessibility of the website; or in any way that is unlawful, illegal, fraudulent, harmful, or in connection with any unlawful, illegal, fraudulent, or harmful activity or purpose;
2. Not use our website to copy, store, host, transmit, send, use, publish or distribute any material that consists of (or is linked to) any spyware, virus, Trojan horse, worm, keystroke logger, rootkit, or other malicious computer software;



3. Not conduct any systematic or automated data collection activities, including without limitation scraping, data mining, data extraction, and data harvesting on or in relation to our website without our express written consent;
4. Not to knowingly or recklessly contravene, in the course of using this website, the provisions of any legal or regulatory requirements of any competent authority having jurisdiction over you or over any activity you undertake;
5. Not to use this website to make unauthorised attempts to access or interfere with any of our systems or third party networks;
6. Not to use this website to conduct any business or activity or solicit the performance of any activity that is prohibited by law;
7. Not to use this website for the transmission or posting of any material which is defamatory, offensive or of an abusive, obscene or menacing nature or which infringes third party rights, or for the purpose of causing annoyance, inconvenience or needless anxiety to any third party, or send any message which you know to be false or make use of this website for such purpose(s);
8. to inform us immediately of any claim or action against you for any use of this website and, on request from us, to immediately cease the act complained of.

We reserve the right but have no obligation, to monitor the materials posted on the Website. The Company shall have the right to remove or edit any content that in its sole discretion violates, or is alleged to violate, any applicable law or either the spirit or letter of these Terms. Notwithstanding this right, You remain solely responsible for the content of the materials You post on the Website and in Your private messages. Please be advised that such content posted does not reflect the Company's views. In no event shall the Company assume or have any responsibility or liability for any content posted or for any claims, damages or Losses resulting from the use of content and/or appearance of the content on the Website. You hereby represent



and warrant that You have all necessary rights in and to all content which You provide and all information it contains and that such content shall not infringe any proprietary or intellectual property or other rights of third parties or contain any libellous, tortious, or otherwise unlawful information.

## **PRIVACY AND USAGE OF COOKIES**

JRH Consulting will not intentionally disclose any personally identifying information about you to third parties, except where the Company, in good faith, believes such disclosure is necessary to comply with the law or enforce these Terms. By using the Website, you signify your acceptance of the Privacy policy.

Members signing up for the Website are opting in to receive newsletters and other special offers through emails/notifications from the Website. If you do not wish to receive these emails, you may opt out anytime by unsubscribing. For more information, refer to our [Privacy Policy](#) and [Cookie Policy](#).

## **INTELLECTUAL PROPERTY RIGHTS**

"Intellectual Property Rights" means any and all rights existing from time to time under patent law, copyright law, moral rights law, trade secret law, trade mark law, unfair competition law, publicity rights law, privacy rights law, and any and all other proprietary rights, as well as, any and all applications, renewals, extensions, restorations and reinstatements thereof, now or hereafter in force and effect worldwide.

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## **INDEMNIFICATION**

You understand and agree that you are personally responsible for your behaviour on the Website. You agree to indemnify, defend and hold the Company harmless from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, or inability to use the Website or the Content, or any violation by you of these Terms.

## **DISCLAIMER OF WARRANTY**

Your use of the Website, Content and Services is at your sole discretion and risk. The Website, Content and Services, made available through the foregoing, are provided on an “as is” and “as available” basis without warranties of any kind.

WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE SITE, CONTENT, AND SERVICES, MADE AVAILABLE THROUGH THE FOREGOING, INCLUDING WITHOUT LIMITATION THE WARRANTIES



OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, COURSE OF DEALING OR COURSE OF PERFORMANCE. WE DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, (I) REGARDING THE SECURITY, ACCURACY, RELIABILITY, TIMELINESS AND PERFORMANCE OF THE SITE, CONTENT AND SERVICES; OR (II) THAT THE SITE AND SERVICES WILL BE ERROR-FREE OR THAT ANY ERRORS WILL BE CORRECTED; OR (III) REGARDING THE PERFORMANCE OF OR ACCURACY, QUALITY, CURRENCY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION PROVIDED BY THE SITE AND SERVICES.

We are not responsible for any incorrect or inaccurate Content posted on the Website or in connection with the Services, or transmitted by any user, whether by users of the Services or by any of the equipment or programming associated with the Services. We take no responsibility for third party advertisements which are posted on this Website or through the Services, nor does it take any responsibility for the services provided by its advertisers. No advice or information, whether oral or written, obtained by you from us, shall create any warranty not expressly stated in these Terms. If you choose to rely on such information, you do so solely at your own risk. Some states or jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties.

## **LIMITATION OF LIABILITY**

To the maximum extent permitted by law, our Company, its affiliates, partners, officers, directors, agents, and employees shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of our website or any content or services accessed from or through our website, (ii) your inability to access or use our website or any content or services accessed from or



through our website, (iii) any conduct or content of any third party on our website, including without limitation, any defamatory, offensive, or illegal conduct of other users or third parties, (iv) any content obtained from or through our website, or (v) unauthorized access, use or alteration of your transmissions or content.

Some jurisdictions do not allow the exclusion or limitation of liability for incidental or consequential damages, so the above limitations may not apply to you.

To the extent permitted by applicable law, you hereby release and waive all claims against our Company, its affiliates, partners, officers, directors, agents, and employees from any and all liability for claims, damages, expenses, or losses arising out of or in any way related to your use of our website or any content or services accessed from or through our website.

IN NO EVENT SHALL WE OR ANY OF OUR OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SITE, CONTENT AND SERVICES, INCLUDING BUT NOT LIMITED TO THE QUALITY, ACCURACY, OR UTILITY OF THE INFORMATION PROVIDED AS PART OF OR THROUGH THE SITE OR THE SERVICES, WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT WITH RESPECT TO THE PURCHASE OF PHYSICAL GOODS, THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION AND IN NO EVENT SHALL OUR CUMULATIVE LIABILITY TO YOU EXCEED U.S. \$100. YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY PURCHASED SERVICES WILL BE THE REFUND BY THE COMPANY OF THE AMOUNT YOU PAID FOR SUCH SERVICE.





## **GOVERNING LAW AND JURISDICTION**

These Terms and any separate agreements whereby we provide you Services shall be governed by and construed in all respects in accordance with the Laws of United States of America and the courts of United States of America shall have exclusive jurisdiction over any dispute arising under this Agreement.

## **NOTICES**

Legal notices must be served on the email address provided in the ‘Contact Us’ clause. Notice will be deemed given 48 hours after the email is sent unless the sending party is notified that the email address is invalid or that the email has not been delivered. Alternatively, we may give you legal notice by mail to the address provided by you during the registration process. In such case, notice will be deemed given three days after the date of mailing.

## **LEGAL DISPUTES**

If a dispute arises between you and the Company, our goal is to provide you with a neutral and cost-effective means of resolving the dispute quickly. We strongly encourage you to first contact us to seek a resolution. If your dispute is not resolved by contacting us, all legal notices and formal disputes should be sent to us at the email address provided in the ‘Contact Us’ clause.

If We have not been able to resolve the dispute with you informally, we each 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 through binding arbitration or (for qualifying claims) in a small claims court.

Arbitration is a more informal way to resolve our disagreements than a lawsuit in court. For instance, arbitration uses a neutral arbitrator instead of a judge or jury, involves more limited discovery and is subject to very limited review by courts. Although the process is more informal, arbitrators can award the same damages and relief that a court can award. You agree that, by



agreeing to these Terms of Use, the US Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and JRH Consulting are each waiving the right to a trial by jury or to participate in a class action. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability or enforceability of this binding arbitration agreement. This arbitration provision shall survive the termination of this Agreement.

Any arbitration will be administered by the American Arbitration Association ("AAA") under the Consumer Arbitration Rules then in effect for the AAA, except as provided herein. You can find their forms at [www.adr.org](http://www.adr.org). Unless you and JRH Consulting agree otherwise, the arbitration will be conducted in United States of America. Each party will be responsible for paying any AAA filing, administrative and arbitrator fees in accordance with AAA rules.

The arbitrator shall issue a reasoned written decision explaining the essential findings and conclusions on which the award is based, 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, including for matters related to data security, intellectual property or unauthorised 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 JRH CONSULTING ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

NOTHING IN THESE TERMS SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO YOU.



To the extent that any claim, dispute or controversy regarding JRH Consulting or our Service is not arbitrable under applicable laws or otherwise, you and JRH Consulting both agree that any claim or dispute regarding JRH Consulting will be resolved exclusively in accordance with the applicable federal and state laws.

## **REMOVAL OF DOUBTS**

Notwithstanding anything stated in this Regulation for any unforeseen issues arising, and not covered by this regulation, or in the event of differences of interpretation, the CEO of the Company may take a decision as he/she may deem fit. The decision of the CEO shall be final.

## **MISCELLANEOUS**

**Severability** - The provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this, agreement. If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that as amended, It is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision."

**Entire Agreement** - The failure of us to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision. These Terms and Conditions and any policies or operating rules posted by us on this site or in respect to the Service constitute the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us. Any ambiguities in the interpretation of these Terms and Conditions shall not be construed against the drafting party.



**Waiver** - If you breach these Terms and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these Terms.

**Amendments** - Notwithstanding anything contained hereinbefore, The Company may amend and implement the Terms, whenever required, in the interest of maintaining the standard and improving user experience without any prior notice and you shall be governed by such Terms so implemented from time to time. Please review the Terms from time to time on a regular basis since your ongoing use is subject to the Terms as amended.

## **TERMINATION**

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes. These Terms and Conditions are effective unless and until terminated by either you or us. You may terminate these Terms and Conditions at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment, you fail, or we suspect that you have failed, to comply with any term or provision of these Terms and Conditions, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

## **CONTACT US**

After reviewing these Terms, if you have any additional questions, concerning these Terms and Conditions, please contact us by sending an email to [info@juggernautn.com](mailto:info@juggernautn.com).