

TERMS AND CONDITIONS OF emmadweckwholehealth.com
LAST UPDATED 7.20.2021

INTRODUCTION.

The website emmadweckwholehealth.com is owned by Emma Dweck, Doing Business as Emma Dweck Whole Health, a Sole Proprietor in MA.

These Terms and Conditions disclose our policies for how you may use our website and any of our content, programs, products and services. They outline your rights and obligations with regard to our website. These Terms and Conditions apply to all site visitors, customers, and all other users of the site. Your use of our website, and any information that you provide to us, is subject to these Terms and Conditions.

By accessing our website, you are using it, and you acknowledge that you have read these Terms and Conditions and consent to be bound by all of their terms, without modification. IF YOU DO NOT AGREE TO BE BOUND BY ALL OF THESE TERMS AND CONDITIONS, NAVIGATE AWAY FROM THIS WEBSITE.

DEFINITIONS.

"Website"= emmadweckwholehealth.com and all content on emmadweckwholehealth.com and all services offered on emmadweckwholehealth.com

"We," "us," and "our" = Emma Dweck Whole Health

"User," "you," and "your" = website visitors, customers, and any other users of our website.

"Service" and "Services" = (but are not limited to) education, acupuncture services, blogs, digital information, downloads, and blogs

"Content" = all intellectual property, proprietary information, trademarked and copyrighted material and all original works on our website and in our Services, including, but not limited to words, documents, program names, blog posts, data, information, design, website layout, artwork, graphics, color scheme, logos, proprietary information, branding, photographs, audio recordings and videos recordings.

"Personal Information" = information we may collect, use, request, or that you may provide to us voluntarily, and which may be used to identify you. Personal Information may include, but is not limited to, your name, email address, phone number, billing address and credit card information.

YOUR USE OF OUR WEBSITE.

You must be 18 years of age or older to view this website. If you are not 18 and do not have the power to enter into this Agreement, you are an unauthorized user and in violation of this Agreement. By using our website, you affirm that you are 18 years of age or older.

If you are caught violating any of these Terms and Conditions, we reserve the right to immediately terminate your access to our website, Services and access to any program you may have purchased from us, without refund, and to prosecute you to the full extent of the law.

YOUR CONDUCT ON OUR WEBSITE.

A. Lawful Purposes Only.

You agree to use our website for lawful, legitimate, non-commercial purposes only. You agree not to post or transmit through our website any unsolicited advertising or solicitation, mass mailing, petitions for signatures, chain letters or any other form of "spam."

B. As It Relates to Others.

You agree not to post or transmit through our website any material which infringes on the intellectual property rights of any person or entity and you agree to hold us harmless should you do so.

You agree not to post or transmit through our website any material which violates or infringes on the rights of others, or which is threatening, abusive, defamatory, libelous, invasive of privacy or publicity rights, vulgar, obscene, profane, or otherwise objectionable. You agree not to post or transmit through our website any material which contains injurious formulas, recipes, or instructions, which encourages a criminal offense, gives rise to civil liability, or otherwise violates any law.

You agree not to post or transmit through our website any material which would constitute cyberbullying, stalking, abusing, sexually exploiting, violently exploiting or harassing any other users of our website. We have a zero tolerance policy and a violation of this term will result in your comments being immediately removed and we reserve the right to prosecute to the fullest extent of the law.

You acknowledge and agree that we have sole discretion as to whether your content is objectionable, and we have the right to remove it without explanations or legal consequences. You also acknowledge and agree that should your content give rise to further legal action, we reserve our right to pursue, and if a third party should choose to take legal action against you based on content you posted or transmitted on our website, you agree to hold us harmless and fully indemnify us for any actions or consequences that result. You agree that we are in no way liable to you for any defamatory or injurious conduct of any other user and agree to release us from any and all claims arising from such conduct.

C. As It Relates to Technology.

You agree not to post or transmit through our website any content which contains software viruses or other harmful computer software which interferes with or disrupts the operation of our website or any computer hardware or software. You acknowledge and agree that you are solely responsible for all electronic communications sent to us from your computer, phone, tablet or other device.

OUR MATERIALS.

A. Intellectual Property.

All of the Content on emmadweckwholehealth.com and included in our Services, unless clearly stated otherwise, is solely owned by Emma Dweck Whole Health and is protected by United States and international copyright, trademark and other intellectual property laws, which prohibit its unauthorized use.

You agree not to copy, reproduce, duplicate, modify, publish, transmit, replicate on another website, create derivative works from, sell, assist in the sale of, distribute, display, perform, or in any other way, exploit our content or any of our intellectual property, in whole or in part, whether manually or by electronic means, whether or not you have purchased such information, without the express written consent of Emma Dweck Whole Health

We perform regular and routine searches for any infringing uses of our copyrighted material. If you wish to use our Content for any purpose other than viewing it for your own personal use, we offer licenses starting at \$5,000. If it is discovered that you are using our Content other than in the ways expressly allowed by these Terms and Conditions, we will notify you and bill you accordingly. We also reserve the right, if such a violation is discovered, to immediately terminate your access to our website and our Services, without refund, and prosecute you to the fullest extent of the law.

When you view our website we grant you a limited, revocable, non-transferable license for personal, non-commercial use only.

You acknowledge and agree that our website consists of original work which has been produced with care, creativity and a significant investment of time, effort and expense and needs to be protected from unauthorized use. You may not represent any of our Content as your own and you acknowledge and agree that to do so constitutes theft and is a violation of our intellectual property rights. You agree not to share purchased materials with others who have not purchased them. You acknowledge and agree not to use our Content to gain profit, or attempt to gain profit, whether financially, or in any other way.

All of the copyrights on our website are solely owned by Emma Dweck Whole Health. Our logos, tag lines, names, icons and design elements are trademarks belonging to Emma Dweck Whole Health which help consumers identify us, and are protected by United States Intellectual Property law. You agree not to use them in any way that is likely to cause confusion among consumers, implies a connection between us, an endorsement by us, or that discredits our brand in any way.

All rights not expressly granted here or by express written consent are reserved by us.

B. Express Written Permission.

Requests for express written permission to use any of the Content on our website or in our Services shall be made prior to such use, in accordance with these Terms and Conditions and can be addressed to acupuncture@emmadweckwholehealth.com

C. Our Free Materials.

If you choose to download a free resource from our website, you acknowledge and agree that this free resource is to be used for your personal non-commercial use only. You agree not to edit, distribute or copy this free resource in any way. You agree that if you share this free resource you will provide Emma Dweck Whole Health proper credit and you will not represent the material to be your own. You further agree that you will not attempt to profit financially or in any other way from this free resource.

D. Our Newsletter.

If you choose to “opt-in” or subscribe to our free newsletter, in exchange for providing your email address, you acknowledge and agree that you are subscribing to a free, no obligation “advice” email newsletter and that no purchase is necessary to participate. You agree that if you no longer wish to be subscribed to our newsletter, you may “opt-out” or unsubscribe, at any time, by clicking on the link provided at the bottom of every newsletter, or by contacting us at acupuncture@emmadweckwholehealth.com. If you are unable to remove yourself from our free newsletter, you agree that the minimal intrusion of receiving our free newsletter will cause you no personal, emotional or financial harm, and you will take no action against us for any damages or injuries.

If you choose to “opt-in” you agree to receive communications from us electronically and acknowledge and agree that we may provide notices or disclosures to you in electronic form.

YOUR MATERIALS.

A. Intellectual Property.

You may have the opportunity to upload, post, submit or otherwise transmit material (“Your Material”) to our website. By posting any of Your Material, you automatically warrant and guarantee that you are the owner of that material and its copyright, or that you have the express permission of the owner and copyright holder to post it on our website. The responsibility of determining whether you own Your Material and have permission to upload, post, submit or otherwise transmit the material is entirely yours. You acknowledge and agree that we are in no way liable for any material you may upload, post, submit or otherwise transmit to our website. You acknowledge and agree that you are solely liable for any damage or injury which results in any way from Your Material, including any damages from copyright, trademark or proprietary rights infringement. You agree to hold us harmless from and against all claims and liabilities arising from any potential or actual infringement and or violation claimed against you. By uploading, posting, submitting or otherwise transmitting Your Material, you automatically warrant and guarantee that you are not violating any laws, rules, regulations or rights of third parties.

B. Security of Your Materials.

If you upload, post, submit or otherwise transmit Your Material via our website, you acknowledge and agree that third parties may see and have access to that content. We do not make any warranties or guarantees regarding the security of any content that you upload, post, submit or otherwise transmit to our website.

C. Our License to Your Materials.

When you upload, post, submit or otherwise transmit Your Material to our website, you grant us an irrevocable worldwide, royalty free, non-exclusive license to the content, in perpetuity, without any credit or compensation to you. This license grants us the right to use Your Materials for any purpose, including, to modify, change, transmit, publish, perform, sub-license, reproduce, broadcast, post, sell, create derivative works of or distribute, for promotional, business development and marketing purposes, in whole or in part, in any way now known or developed in the future. You also grant us proprietary rights and intellectual property rights to Your Material without any additional permission needed from you or compensation to you by us. You also grant us the right to use Your Material and to identify you, or not identify you, as the author/uploader of Your Material by using your name, email address, photograph or screen name or any other reasonable manner of identification.

D. Your Account.

To access certain Services on our website, you may be required to create an account, including a user name and password or provide other Personal Information such as your name and email address. In order to purchase our Services, you will also be required to submit payment information and a billing address. You acknowledge and agree that any information you provide to us is voluntary and if you do not wish to disclose such information, you can refrain from using our website and Services. You agree that any information you provide to us will be accurate and up to date. You agree not to impersonate someone else or provide an email address other than your own and you acknowledge and agree that should information you provide to us prove to be inaccurate or if you choose to impersonate another, this may constitute a legal violation and you agree to be financially and legally responsible for any consequences that may result. You agree not to use your account in a way that is illegal, unauthorized or violates any laws in your jurisdiction.

TESTIMONIALS.

All testimonials posted on emmadweckwholehealth.com have been provided voluntarily, are factual and reflect the real life experiences of users of our Services. You acknowledge and agree that these testimonials are not a guarantee that you will have the same or similar results.

THIRD PARTY RESOURCES.

emmadweckwholehealth.com may contain links to third party websites and resources. You acknowledge and agree that we are not responsible or liable for the functionality, accuracy, content and policies of these third party websites or resources. A link on our website to a third party website or resource does not imply any endorsement by, affiliation with, or approval of that third party website and its resources.

These third party websites and resources may have their own Terms and Conditions and Privacy Policies and you acknowledge and agree that it is your sole responsibility to review those Terms and Conditions and Privacy Policies. We make no guarantees or warranties regarding the functionality, legality or accuracy of any content on third party websites or resources. We accept no responsibility for any loss, damage or injury that may result from your use of them. You acknowledge and agree that you are solely responsible for, and assume all risk arising from, your use of any third party websites or resources.

COMMERCE.

We may offer Services for purchase on our website. You acknowledge and agree that by making a purchase on emmadweckwholehealth.com, you are subject to these Terms and Conditions, including our refund policy.

A. Services and Pricing.

Although we strive to be as clear as possible in describing our Services and listing their correct prices, you acknowledge and agree there may be inaccuracies on our website. The prices advertised on our website are subject to change. If a discrepancy in pricing is discovered, we will inform you as soon as possible and allow you to purchase at the correct price or cancel your purchase. We reserve the right to refuse or cancel any order with an incorrect price listing. We reserve the right to change or discontinue any Services or features listed on the website, subject to us fulfilling our previous responsibilities to you based on acceptance of your payment. We reserve the right to change our prices at any time, with no notice required. Our Services are offered subject to acceptance of your order. We reserve the right to refuse to sell a Product or service to you, with no obligation to assign reason for doing so.

B. Financial Responsibility.

If you elect to purchase a Service and you make a payment through our website, your Personal Information, including (but not limited to) your full name, address, telephone number, email, method of payment, credit card number and billing information may be collected by us and by an authorized third party payment processor. You agree that all information you furnish for such purposes will be accurate, complete and up-to-date. You warrant and guarantee that you are an authorized user of the credit card or account you use to place your order, and that there are sufficient funds in your account to cover your purchase.

You acknowledge and agree that you are financially responsible for any purchases you make through our website, or by another person authorized by you to act on your behalf. If it is discovered that you charged an unauthorized payment using a credit card or account belonging to someone other than yourself, you acknowledge and agree that you alone remain financially responsible for such purchases.

C. Safety of Your Personal Information.

Although we take measures to safeguard your Personal Information, we make no guarantees or warranties regarding its safety or our ability to prevent its loss or misuse. You acknowledge and agree that we are not liable for any unauthorized access to or use of your information, regardless of negligence, failures, tort, breach of implied or express contract or other causes of action, regardless of damages. You acknowledge and agree that in no event, shall total liability exceed the price of the Services that you purchased from us, or if you have not purchased our Services, then in no event shall total liability exceed \$100 to any one person or collective plaintiffs.

We may use third party payment processors to complete the commercial transactions for the Services on our website. You acknowledge and agree that those third party payment processors may have terms, conditions and policies that are different from those that govern our website. You agree that we are not liable for the terms, conditions and policies of any third party payment processor. You acknowledge and agree that by making a purchase on our website, you may also be subject to the terms, conditions and policies of these third party payment processors and, by making such purchase, you agree to comply with their terms, conditions and policies. We encourage you to visit their websites and read their policies prior to making any purchases on our website. You agree to release us, and any third payment processor we may use, from any claims for damages you may incur as a result of making a purchase from us, and agree not to file any claims against us or any third payment processor we may use, arising from your purchase through our website.

D. Separate Purchase Agreement and Client Agreement.

When you purchase our Services, prior to completing your purchase, you will be presented with and asked to enter into a separate and additional agreement with us, either a Purchase Agreement or Client Agreement, depending on which Service you purchase (together "Additional Agreement").

If you do not agree to that Additional Agreement, you will not be able to complete your purchase. If you do agree to that Additional Agreement, your purchase of the Service will constitute your acceptance, and a new contract will be formed between us which will govern that purchase, and you will be bound by that Additional Agreement. That Additional Agreement and all of its terms will be in effect alongside these Terms and Conditions, and both shall apply. In the event of any conflict between the two agreements, the Additional Agreement shall prevail.

E. Payments and Delivery.

Prior to processing your payment, you authorize us to complete a standard authorization check to make sure your payment is valid. If your payment does not process fully, we reserve the right to refuse to complete your purchase. No order is deemed accepted by us until payment has been processed.

When you purchase a Service from us, we will email you to confirm the placement of your order and with details regarding product delivery. If there is any error in this email confirmation, you agree to notify us as soon as possible. For digital products, delivery is considered complete when your payment has been processed and we have sent you your confirmation email with the Service's download link, whether or not you have opened this email. For physical products, delivery costs will be added to the total cost and clearly displayed on your checkout page, prior to purchase. Applicable taxes will also be clearly displayed on your checkout page, prior to purchase. Any purchases you make on our website are subject to

availability. Delivery times may vary according to availability and are subject to shipping delays for which we are not responsible.

F. Refunds.

We stand behind our Services and your satisfaction is very important to us. Because we have invested significant time, education, creativity and effort in creating our Services, our refund policy is as follows:

All sales are final and no refunds will be given

DISCLAIMERS.

By using emmadweckwholehealth.com you agree in full to our Disclaimer, which can be found here

A. General Disclaimer.

Our website and its Content are for informational and educational purposes only. You acknowledge and agree that our Content and our Services may not be suitable for all persons, businesses, locations, or specific situations. We make no guarantees regarding the Content presented on this website and your success with applying it. We do not guarantee any specific results through the use of our website and Content and we do not make any guarantees regarding your success, whether legal, medical, financial or otherwise, from the application of our website and its Content. Your decision to visit our website, use any of its Content or purchase Services from us is voluntary and you acknowledge and agree that we are not liable for any harm or damage to you, your health, your well-being, your business, or otherwise which may result from the use, whether direct or indirect, of our website, its Content or our Services. To the fullest extent permitted by law, we expressly exclude any liability for any direct, indirect or consequential loss or damage incurred by you or others in connection with our website and its Content, including without limitation any liability for any accidents, delays, injuries, harm, loss, damage, death, lost profits, personal or business interruptions, misapplication of information, physical or mental disease, condition or issue, physical, mental, emotional, or spiritual injury or harm, loss of income or revenue, loss of business, loss of profits or contracts, anticipated savings, loss of data, loss of goodwill, wasted time and for any other loss or damage of any kind, however and whether caused by negligence, breach of contract, or otherwise, even if foreseeable.

Should you choose to use our website and its Content or our Services, whether free or for purchase, you acknowledge and agree that under no circumstances will Emma Dweck Whole Health be liable to you or any party for any type of damages stemming from or perceived to stem from, any use or reliance on our website, its Content or our Services, including any injuries sustained as a direct or indirect result of use or reliance on such information. You agree to hold us harmless and release us from any and all claims arising from any use or reliance on information on our website, its Content or our Services, whether now known, or discovered in the future. You expressly agree not to make any claims against Emma Dweck or Emma Dweck Whole Health

You specifically acknowledge and agree that we are not liable for any defamatory, offensive or illegal conduct of any other website participant or user, including you.

B. Legal and Financial Disclaimer.

Our website and its Content are not to be perceived or relied upon in any way as business, financial or legal advice. You acknowledge and agree that Emma Dweck is not an accountant, lawyer, financial advisor, or other business professional and is not acting as such. All information relating to business, finances and the law is for informational and educational purposes only and is not business, financial or legal advice. The information provided through our website and its Content is not intended to be a substitute for professional advice that can be provided by your own accountant, lawyer, or financial advisor. Nothing on this website, its Content or in any of our Services is intended to be a substitute for professional advice of an accountant, lawyer, financial advisor, or any other expert regarding your specific situation. You are encouraged to consult with your own accountant, lawyer or financial advisor for any and all questions and concerns you have regarding your own specific situation pertaining to your legal, business or financial needs.

C. Medical, Health and Mental Health Disclaimer.

Our website and its Content are not to be perceived as or relied upon in any way as medical advice or mental health advice. You acknowledge and agree that although Emma Dweck is an Acupuncturist, licensed in the state of New York and the state of Massachusetts, she is not acting in that capacity here. Emma Dweck is

acting as a Whole Health Counselor, not as a licensed medical health professional, mental health professional, or in her professional capacity as an Acupuncturist.

All information relating to medical and health conditions, products and treatments is for informational and educational purposes only and is not medical advice. The information provided through our website is not intended to be a substitute for professional medical advice, diagnosis or treatment that can be provided by a health professional, such as a physician, naturopathic physician, nurse practitioner, physician's assistant, therapist, counselor, mental health practitioner, licensed dietitian, or other licensed or registered healthcare professional. Nothing on this website, its Content or in any of our Services is intended to be a substitute for a consultation with any such healthcare professional. You are encouraged to consult with your own health professional for any and all questions and concerns you have regarding your own specific situation pertaining to your health. You acknowledge and agree that any decision you make to use any information on our website or in our Services is voluntary and you are solely responsible for your results.

D. Technology Disclaimer.

We strive to ensure that the availability and delivery of our website and its Content is uninterrupted and error-free. However, we cannot guarantee that your access will not be suspended or restricted from time to time, to allow for repairs, maintenance, updates or other functions. By using our website, you acknowledge and agree that we make no guarantees or warranties regarding our website and its condition, including its functionality, the existence of viruses, uninterrupted use and availability. To the fullest extent permitted by law, you acknowledge and agree that we are not liable to you for damages, refunds, or any other remedy, should our website or its Content become unavailable, slow or incomplete for any reason. You agree that in the event of an interruption of the access to our website, we do not owe you any refunds or reimbursement. You acknowledge and agree that we may, at any time, in our sole discretion, discontinue our website, its Content, and our Services, without any notice, and such items may no longer be available. You acknowledge and agree that we are in no way obligated to continue operating our website and that we are not liable to you in any way for a decision to cease its operation.

E. Errors and Omissions Disclaimer.

We strive to include the most up-to-date and accurate information on our website, its Content and in our Services. You acknowledge and agree that information contained on our website, its Content and in our Services may inadvertently include inaccuracies, errors or omissions and we expressly exclude any and all liabilities for these inaccuracies, errors or omissions.

F. Warranties Disclaimer.

WE MAKE NO WARRANTIES REGARDING OUR WEBSITE OR ITS CONTENT. YOU ACKNOWLEDGE AND AGREE THAT OUR WEBSITE AND ITS CONTENT ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE WEBSITE OR ITS CONTENT WILL BE FUNCTIONAL, UNINTERRUPTED, CORRECT, COMPLETE, APPROPRIATE, OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY PART OF THE WEBSITE OR CONTENT ARE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS.

PERSONAL RESPONSIBILITY AND ASSUMPTION OF RISK.

You agree that you are using your own judgment in using our website, its Content and our Services, and you acknowledge and agree that you are doing so at your own risk.

LIMITATION OF LIABILITY.

YOU AGREE THAT UNDER NO CIRCUMSTANCES SHALL OUR COMPANY, ITS PARENT, SUBSIDIARIES, OR AFFILIATES OR THE DIRECTORS, OFFICERS, EMPLOYEES OR OTHER REPRESENTATIVES OF ANY OF THEM BE LIABLE TO ANY PARTY FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR ANY OTHER DAMAGES ARISING OUT OF, WHETHER DIRECTLY OR INDIRECTLY, YOUR USE OF OUR WEBSITE, ITS CONTENT, OUR SERVICES OR YOUR UPLOADED MATERIAL, AND WE EXPRESSLY EXCLUDE SUCH LIABILITY TO THE FULLEST EXTENT OF THE LAW. YOU

AGREE THAT WE ARE NOT TO BE HELD LIABLE FOR ANY DAMAGES, WHETHER DIRECT OR INDIRECT, RESULTING FROM THE USE OF OUR WEBSITE, ITS CONTENT OR OUR SERVICES, INCLUDING ANY INJURIES SUSTAINED OR MEDICAL AILMENTS THAT RESULT.

ADDITIONALLY, EMMA DWECK WHOLE HEALTH IS NOT LIABLE FOR DAMAGES IN CONNECTION WITH (I) ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, DENIAL OF SERVICE, ATTACK, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, OR LINE OR SYSTEM FAILURE IN THE WEBSITE'S TECHNICAL OPERATION; (II) LOSS OF REVENUE, ANTICIPATED PROFITS, BUSINESS, SAVINGS, GOODWILL, LOSS OF TIME OR LOSS OF DATA AND ANY OTHER LOSS OR DAMAGE OF ANY KIND; AND (III) THIRD PARTY THEFT OF, DESTRUCTION OF, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF YOUR INFORMATION OR PROPERTY, REGARDLESS OF OUR NEGLIGENCE, GROSS NEGLIGENCE, FAILURE OF AN ESSENTIAL PURPOSE AND WHETHER SUCH LIABILITY ARISES IN NEGLIGENCE, CONTRACT, TORT, OR ANY OTHER THEORY OF LEGAL LIABILITY. THE FOREGOING APPLIES EVEN IF EMMA DWECK WHOLE HEALTH HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN THE DAMAGES.

IN THOSE STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR DAMAGES, OUR LIABILITY IS LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY LAW. IN NO EVENT SHALL EMMA DWECK WHOLE HEALTH'S CUMULATIVE LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE TOTAL PURCHASE PRICE OF THE SERVICE YOU HAVE PURCHASED FROM US, AND IF NO PURCHASE HAS BEEN MADE BY YOU, IN NO EVENT SHALL EMMA DWECK WHOLE HEALTH'S CUMULATIVE LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED ONE HUNDRED DOLLARS (\$100).

INDEMNIFICATION.

You agree at all times to indemnify, defend and hold harmless Emma Dweck Whole Health as well as our affiliates, agents, contractors, officers, directors, shareholders, employees, joint venture partners, successors, transferees, assignees, licensees or any other party associated with us, from and against any and all losses, damages, settlements, liabilities, costs, charges, assessments and expenses, as well as third party claims and causes of action, including, without limitation, attorneys' fees and expenses, arising out of or related to our website, its Content and our Services, or any breach by you of any obligation, warranty, representation or covenant in these Terms and Conditions or in any other agreement with us. You acknowledge and agree that you will provide us with such assistance, without charge, as we may request in connection with any such defense, including, without limitation, providing us with such information, documents, records and reasonable access to you, as we deem necessary. You agree to cooperate fully and reasonably as required by us, in the defense of any claim. Notwithstanding the foregoing, we retain the right to settle, compromise and pay any and all claims, demands, proceedings, suits, actions or causes of action which are brought against us. You agree not to settle any third party claim or waive any defense without our prior written consent.

TERMINATION.

You acknowledge and agree that we have the right, at any time, in our sole discretion to refuse or terminate your access to our website, for any reason, without notice or requirement for explanation for such refusal. If your access is terminated, our decision is not open to appeal or any legal action.

GOVERNANCE.

These Terms and Conditions shall be construed in accordance with, and governed by, the laws of the State of Massachusetts, as applied to contracts that are executed and performed entirely in Massachusetts. The exclusive venue for any legal proceeding based on or arising out of this Agreement shall be Berkshire County, Massachusetts.

DISPUTE RESOLUTION, LITIGATION EXPENSES.

Should any dispute arise, it would be preferable to work it out amicably between us, but if that is not possible, then you agree that the dispute will be resolved by Arbitration, by the American Arbitration Association, in Berkshire County, MA. You agree to participate in the arbitration process in good faith, and further agree that the decision made by the Arbitrator is binding, not subject to appeal, and enforceable in any court of competent jurisdiction as a judgment of law. You agree that any Arbitration must be commenced within one year of the date of the grievance, or forfeited forever.

You acknowledge and agree that the only remedy that can be awarded to you through Arbitration is a refund of your payment made to us. NO AWARD OF ANY CONSEQUENTIAL OR ADDITIONAL DAMAGES MAY BE AWARDED TO YOU.

If any legal proceeding is brought for the enforcement of these Terms and Conditions, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of these Terms and Conditions, the prevailing party or parties shall be entitled to recover reasonable attorney's fees and other costs incurred in pursuing that action or proceeding, in addition to any other relief to which they are entitled.

ENTIRE AGREEMENT, WAIVER.

These Terms and Conditions, along with the Privacy Policy and Disclaimer posted on emmadweckwholehealth.com constitute the entire agreement between you and Emma Dweck Whole Health regarding our website and Services, and supersedes all prior and contemporaneous agreements, representations, and understandings between us, with the exception of any separate agreements, including Terms of Purchase entered into by you via your decision to purchase Services from us. You acknowledge and agree that no waiver of any of the provisions of these Terms and Conditions by us, shall be deemed, or shall constitute, a waiver of any other provision of these Terms and Conditions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver of any of the terms of these Terms and Conditions shall be binding unless expressly executed in writing by us and signed by an authorized officer of our company.

NOTICES.

All notices, requests, demands, and other communications regarding these Terms and Conditions shall be in writing, sent via the US mail, addressed as follows:

Emma Dweck Whole Health
33 Rosseter St.
Great Barrington MA 01230

SEVERABILITY.

If any term, provision, covenant, or condition of these Terms and Conditions is construed to be invalid, void, or unenforceable under applicable law, the other provisions of these Terms and Conditions shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

ASSIGNMENT.

These Terms and Conditions are not assignable, delegable, sub-licensable, or otherwise transferable by you. You acknowledge and agree that any transfer, assignment, delegation, or sublicense by you is invalid.

CHANGES TO THESE TERMS AND CONDITIONS.

We reserve the right, at our sole discretion to change, modify or otherwise alter these Terms and Conditions at any time and you acknowledge and agree that the burden is solely yours to routinely check these Terms and Conditions for updates. Such changes will be in effect immediately after being posted on this page. You acknowledge and agree that your continued use of this website after we post any modifications to these Terms and Conditions will establish your acknowledgment of the modifications and your consent to them, whether or not you have read them. We will notify you of any changes by posting them on this page. Please review these Terms and Conditions periodically to keep informed of their terms.

If you have any questions regarding these Terms and Conditions, please contact us at acupuncture@emmadweckwholehealth.com