

TERMS OF USE

Welcome to Balance's online health care practice portal. THESE TERMS OF USE, TOGETHER WITH OUR PRIVACY POLICY AVAILABLE AT WWW.BALANCENDLAC.COM, CONSTITUTE A LEGALLY BINDING AGREEMENT between Balance and you, governing your use of the Balance's websites located at www.balancendlac.com.

BY SIGNING UP FOR AN ACCOUNT, OR BY ACCESSING OR USING THE SITES, YOU ARE ENTERING INTO THIS AGREEMENT AND YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

Please read this Agreement carefully. If you are unwilling or unable to be bound by this Agreement, you must immediately cease your use of the Sites. We may update or modify this Agreement from time to time; the current version will always be made available on the Sites. Your continued use of the Sites after a new version of this Agreement has been posted constitutes your acceptance of the then-current Agreement.

1) Services

The Sites may contain information, data, text, software, sounds, images, and other material (collectively, the "Material"). If, and only if, you agree to, and are in full compliance with, the terms and conditions of this Agreement, Balance grants you a personal, non-exclusive, non-transferable license to access and use the publicly available pages on the Sites and the Material contained therein solely for your personal non-commercial use. Any other use, duplication, distribution, or other exploitation of the Sites, the Service, the Materials, or any portion thereof is a violation of the terms of this Agreement and is strictly prohibited.

The Sites and the Material (as defined below) are provided for the limited purpose of facilitating communication and online health care services between authorized patients and authorized medical providers (the "Services"). The content of any communications between authorized patients and authorized medical providers is not itself part of the Services provided by Balance, and Balance has no responsibility for the content of such communications.

2) License

The Sites may contain information, data, text, software, sounds, images, and other material. If, and only if, you agree to and are in full compliance with, the terms and conditions of this Agreement, Balance grants you a personal, non-exclusive, non-transferable license to access and use the publicly available pages on the Sites and the Material contained therein solely for your personal non-commercial use. Any other use, duplication, distribution, or other exploitation of the Sites, the Service, the Materials, or any portion thereof is a violation of the terms of this Agreement and is strictly prohibited.

3) Use Restrictions

Without limiting the foregoing, you shall not directly or indirectly:

- republish, post, upload, frame, retransmit, redistribute, modify, remove any intellectual property or similar notices or otherwise reproduce the Sites, the Service or any Materials in any format to anyone in any way (other than the download to your personal computer that is inherent in viewing a web page);
- use any ad blocking mechanism, device, or tool to prevent the placement of advertisements in Balance;
- access, attempt to access, or obtain any information regarding other users (including, without limitation, personal information and details regarding use of the Service);
- allow anyone else to use or access your username, account, or password;
- deep-link to any page or portion of the Sites;
- use any robot, spider or other data mining or other automatic device, program, or similar process or means to access, acquire, copy or monitor the Sites, another user's information or systems, the Materials or any portion thereof, or in any way circumvent the navigational structure or presentation of the Sites or access any portion of the Sites other than with a commercial browser or the mobile applications developed and operated by us;
- breach or attempt to breach the security or authentication measures on the Sites or any network or database connected to the Sites;
- decompile, reverse engineer, disassemble or otherwise reduce any software code for the Sites to a human-readable form;
- make any automated high-volume or other use of the Sites for re-mailing, spamming, or other purposes;
- use the Sites, the services offered through the Sites or the Material in violation of any applicable law, rule or regulation;
- submit any data, content, or other material that contains a virus or other harmful component, or otherwise tampers with, impairs or damages the Sites, the Materials or any connected network or database, or otherwise interferes with any person or entity's use or enjoyment of the Sites;
- submit any data (including, without limitation credit card and other payment data), content or other material in violation of any applicable law or regulation, or that violates or infringes upon the patent, trademark, copyright, trade secret, privacy, publicity, or other rights of any third party;
- submit any data (including, without limitation credit card and other payment data), content or other material that is false, misleading, deceptive, defamatory, obscene, indecent, threatening, abusive, offensive, harassing, or hateful; or
- misrepresent your identity, sponsorship, or affiliation with any third party, including using a third party's username, password, personally identifiable or other account information.

Balance users must be at least 13 years old to use the Services without limitation. Users who are between 13 and 18 years old must have their parent or guardian read and agree to the terms of this Agreement on their behalf.

You will maintain the confidentiality of your account and other information and promptly notify us if you become aware of any third-party use of your account or other information relating to the Sites or the services offered through the Sites. You are responsible for all acts, omissions, statements, and other uses of your account and other information on the Sites and the Service.

We cannot and do not assure that other users are complying or will continue to comply with the foregoing rules of conduct or any other provisions of this Agreement, and, as between you and Balance, you hereby assume all risk of harm or injury resulting from any such lack of compliance.

4) Term and Termination

This Agreement shall remain in full force and effect until the earlier of you stopping all use of the Sites and the Service, and termination by us for any reason (or no reason) at any time. The provisions of Sections 1 and 3-16 will survive any termination of this Agreement.

5) Third-Party Websites

The Sites may contain links to third-party websites that are beyond our control, including pharmacy locators, lab location locators, and prescription drug databases. You acknowledge that by clicking on any of these links you will be taken to websites that are not controlled by Balance, we are not responsible for the accuracy, reliability, or completeness of such third-party websites or any contents or services offered therein.

In addition, Balance does not endorse, and cannot ensure that you will be satisfied with, any products or services offered by a third-party, even if in connection with the Sites. Balance does not control and is not responsible for the acts, omissions, statements and/or other conduct of any third parties, including medical professionals. You are solely responsible for making whatever investigation you feel necessary or appropriate before communicating with any third party

6) Change and Cancellation Requests

To request a change or cancellation of an order or request made through the Service, please try to contact the medical provider directly, before contacting Balance. We cannot guarantee and have no obligation to ensure, that such change or cancellation is received by the medical provider prior to such medical provider viewing or acting on your initial order or request. Once a medical provider has acted upon an order or request, any associated fees are non-refundable.

7) User Content

The Sites may contain information, data, text, software, sounds, images, and other material (collectively, the “Material”). If, and only if, you agree to and are in full compliance with, the terms and conditions of this Agreement, Balance grants you a personal, non-exclusive, non-transferable license to access and use the publicly available pages on the Sites and the Material contained therein solely for your personal non-commercial use. Any other use, duplication, distribution, or other exploitation of the Sites, the Service, the Materials, or any portion thereof is a violation of the terms of this Agreement and is strictly prohibited.

8) Ownership

The Sites and the Material are owned by Balance or our licensors and protected under copyright and trademark law. Except for the revocable and limited license to access and use the Sites, Material, and Service, Balance expressly reserves all intellectual property and other rights in and to the Materials, the Sites, and the Services.

If you send us any suggestions, inventions, modifications, improvements, concepts, ideas, or other information regarding the Sites, the Materials, or the Service (collectively, "Ideas") by any means, you hereby agree that Balance has no obligation to protect or keep the idea confidential for you or any other person or entity, and you hereby grant Balance a perpetual, irrevocable, worldwide, fully paid-up and royalty-free, transferable and sublicensable license to the Idea and all intellectual property and other rights in and to the Idea to use, modify, develop, create derivative works based on, and otherwise exploit the Idea in all forms, formats, manners and forever throughout the world for any purpose whatsoever, commercial or otherwise, without notice, compensation and/or approval to or from you or any other person or entity.

9) Changes and Operation

Balance reserves the right to discontinue, change and/or modify the Sites, the Service and the Materials at any time, in any way, for any or no reason.

10) Disclaimers

THE SITES, THE SERVICE AND THE MATERIALS ON OR OTHERWISE RELATED IN ANY WAY TO THE SITES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, BALANCE DISCLAIMS, AND YOU HEREBY WAIVE, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, AVAILABILITY, SECURITY, COMPATIBILITY AND NON-INFRINGEMENT RELATED TO THE SITES, THE SERVICES AND THE MATERIALS ON OR OTHERWISE RELATED IN ANY WAY TO THE SITES.

BALANCE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SITES, THE SERVICE OR ANY MATERIALS AND DOES NOT WARRANT THAT THE SITES, THE SERVICE OR ANY MATERIALS WILL BE ERROR-FREE, THAT ACCESS THERETO WILL BE UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. MOREOVER, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION DUE TO ANY SUCH ISSUE.

FURTHERMORE, bALANCE DOES NOT MAKE ANY REPRESENTATION AND IS NOT RESPONSIBLE FOR ANY ACTS, OMISSION, INFORMATION OR STATEMENTS PROVIDED BY ANY THIRD PARTIES (INCLUDING ANY MEDICAL PROVIDER OR TESTING FACILITY) AND RELIANCE ON ANY INTERACTION WITH OR INFORMATION FROM ANY SUCH THIRD PARTY IS STRICTLY AT

YOUR OWN RISK. WITHOUT LIMITING THE RELEASES AND OTHER LIMITATIONS OF LIABILITY CONTAINED IN THIS AGREEMENT, IF YOU HAVE A DISPUTE WITH ANY SUCH THIRD PARTY YOU HEREBY RELEASE BALANCE AND/OR OUR AFFILIATES OR ANY OF THE FOREGOING ENTITIES' RESPECTIVE OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AGENTS, REPRESENTATIVES AND ASSIGNS, FROM ALL CLAIMS, DEMANDS AND/OR DAMAGES OF EVERY KIND OR NATURE (KNOWN OR UNKNOWN) ARISING FROM OR RELATED TO SUCH DISPUTES.

11) INDEMNIFICATION

You hereby agree to indemnify, defend, and hold Balance and our licensors and each of the foregoing entities' respective officers, directors, owners, employees, agents, representatives and assigns (collectively, the "Indemnified Parties") harmless from and against any and all losses, damages, liabilities and costs (including settlement costs and any legal or other fees and expenses for investigating or defending any actions or threatened actions) incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of this Agreement or claims arising from your use of the Sites, the Service and/or your account(s). You shall use your best efforts to cooperate with us in the defense of any claim. Balance reserves the right, at our own expense, to employ separate counsel and assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

12) Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL BALANCE OR OUR LICENSORS OR ANY OF THE FOREGOING ENTITIES' RESPECTIVE OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AGENTS, REPRESENTATIVES AND ASSIGNS, BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING LOST PROFITS, PERSONAL INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, THAT RESULTS FROM THE USE OF, OR THE INABILITY TO USE, THE SITES, THE SERVICES OR THE MATERIALS, EVEN IF BALANCE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL BALANCE TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU, IF ANY, OR \$100 (WHICHEVER IS LESS) FOR ACCESSING OR PARTICIPATING IN ANY ACTIVITY RELATED TO THE SITES OR SERVICE. MOREOVER, UNDER NO CIRCUMSTANCES SHALL BALANCE BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM AN ACT OF FORCE MAJEURE OR CAUSES BEYOND ITS REASONABLE CONTROL.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

13) HIPAA Business Associate Agreement

If you are subject to HIPAA as a Covered Entity or Business Associate (as defined in HIPAA) and use the Services in a manner that causes us to create, receive, maintain, or transmit Protected Health Information on your behalf, then you agree to the HIPAA Business Associate Agreement (“HIPAA BAA”).

Any controversy, claim or dispute arising out of or relating in any way to your use of this Sites, the Service, any purchases made through this Sites, or your account, if any (collectively a “Claim”), shall be governed by the laws of the state of North Carolina without respect to its choice (or conflict) of laws and rules. Both you and Balance waive the right to bring any Claim as a class, consolidated, representative, collective, or private attorney general action, or to participate in a class, consolidated, representative, collective, or private attorney general action regarding any such Claim brought by anyone else. In addition, you and Balance agree that any Claim shall be resolved by final and binding arbitration at the American Arbitration Association and waives any right to have a Claim tried by a jury.

The arbitration of all Claims shall take place in Los Angeles County, California in accordance with the Commercial Arbitration Rules and the Consumer-Related Disputes Supplementary Procedures of the American Arbitration Association in effect at the time of the Claim. Unless either party or the arbitrator requests a hearing, the parties will submit their arguments and evidence to the arbitrator in writing. The arbitrator will make an award based only on the documents. This is called a Desk Arbitration. If any party makes a written request for a hearing within ten days after the American Arbitration Association acknowledges receipt of a claimant’s demand for arbitration (or the arbitrator requests a hearing), the parties shall participate in telephone hearing. In no event shall the parties be required to travel to Los Angeles to participate in the arbitration. Notwithstanding any provision in the Commercial Arbitration Rules and the Consumer-Related Disputes Supplementary Procedures to the contrary, the arbitrator shall not have the authority or any jurisdiction to hear the arbitration as a class, consolidated, representative, or private attorney general action or to consolidate, join, or otherwise combine the claims of different persons into one proceeding.

This arbitration agreement is subject to the Federal Arbitration Act and is enforceable pursuant to its terms on a self-executing basis. The arbitrator shall determine any and all challenges to the arbitrability of a claim. A judgment on the award of any court of competent jurisdiction may be entered upon the award.

14) Entire Agreement; Amendment

This Agreement (including the Privacy Policy) constitutes the entire agreement between you and Balance related to the matters set forth herein, including the Sites, the Services, the Material, and your use thereof; provided, however, that participating medical professionals and testing facilities have additional terms governing their use of the Sites and the Services.

15) General

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina and the laws of the United States, without giving effect to any principles of conflicts of law. If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. No waiver of any provision of this Agreement by us shall be deemed a further or continuing waiver of such provision or any other provision, and our failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. In this Agreement, the word “including” is used illustratively, as if followed by the words “but not limited to.” If you have any questions about this Agreement, please contact us at balancendlac@gmail.com.

YOU UNDERSTAND THAT BY CHECKING THE BOX FOR THESE TERMS OF USE AND/OR ANY OTHER SUCH FORM OF THE SAME PRESENTED TO YOU FROM TIME TO TIME ON THE SITE YOU ARE AGREEING TO THESE TERMS OF USE AND THAT SUCH ON-GOING ACTIONS IN USING THE SITE CONSTITUTE A LEGAL SIGNATURE AND ON-GOING AGREEMENT TO THESE TERMS OF USE (IN WHATEVER FORM).