

Hozhoni Health Services, LLC

Terms of Service

Dated June 20, 2016

Acceptance of Terms

This Website, www.hozhonibalancerail.com, and its affiliated site <https://drsoblebrothers2.wordpress.com/> (collectively the "Website" or "Site") is an online resource, education, and retail service for the Hozhoni Balance Rail® foot orthotic (collectively, the "Hozhoni Service" or "Service" or "Product"). This Site is owned by Dr. J. Greg Stilwell, DPM, FACFAS, President of Hozhoni Health Services, LLC, and creator of the Hozhoni Balance Rail® foot orthotic. ("Hozhoni," "Site," "we," or "us").

By using this Site, you accept these Terms of Service ("Agreement" or "Terms"), which forms a binding agreement between you and Hozhoni. You should also read and understand the Hozhoni **Privacy Policy** <http://www.hozhonibalancerail.com/privacy-policy.html>, which is incorporated by reference into this Agreement and is available on the Hozhoni Site.

IF YOU DO NOT ACCEPT AND AGREE TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT, INCLUDING OUR PRIVACY POLICY, LIMITATIONS OF LIABILITY, WARRANTY DISCLAIMERS AND LEGAL DISCLAIMERS, YOU ARE NOT AUTHORIZED TO USE THIS SITE.

1. Age Requirement

You must be at least 18 years old to use the Hozhoni Service. If under the age of 18, you have the consent of your parent or guardian (over the age of 18) to use the Site. If you do not meet these requirements, please discontinue using this Site immediately.

2. Professional Advice and Disclaimer

Dr. J. Greg Stilwell, DPM, FACFAS is a Podiatrist with over 30 years experience in podiatric surgery. You acknowledge that your use of this Site is for educational and/or Product purchase purposes only. You understand that if you are seeking medical advice, direction or recommendations you must seek those in person, from qualified medical practitioners having particular knowledge of your case, medical circumstances and history.

THE HOZHONI SERVICE OFFERS PODIATRIC AND WELLNESS INFORMATION AND IS DESIGNED FOR INFORMATIONAL PURPOSES ONLY. NOTHING STATED

OR POSTED ON THE PODIATRIC SERVICE IS INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, THE PRACTICE OF MEDICAL OR PROFESSIONAL ADVICE OR CARE. HOZHONI SHALL NOT BE LIABLE FOR ANY LIABILITY, OF ANY KIND, RESULTING FROM THE USE OF THE HOZHONI SERVICE.

THE HOZHONI SITE IS CONTINUALLY UNDER DEVELOPMENT AND HOZHONI MAKES NO WARRANTY OF ANY KIND, IMPLIED OR EXPRESS, AS TO ITS ACCURACY, COMPLETENESS OR APPROPRIATENESS FOR ANY PURPOSE. IN THAT REGARD, DEVELOPMENTS IN MEDICAL RESEARCH MAY IMPACT GENERAL HEALTH, FITNESS AND ADVICE. NO ASSURANCE CAN BE GIVEN THAT THE INFORMATION CONTAINED ON THE HOZHONI SITE WILL ALWAYS INCLUDE THE MOST RECENT DEVELOPMENTS WITH RESPECT TO THE PARTICULAR MATERIAL.

YOUR USE OF THE HOZHONI SERVICE IS AT YOUR OWN RISK.

3. General Disclaimers

Site “As Is.” Hozhoni provides the Hozhoni Site on an "as is" and "as available" basis. You therefore use the Hozhoni Site at your own risk. Hozhoni expressly disclaims any and all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, non-infringement, and any other warranty that might arise under any law. Without limiting the foregoing, Hozhoni makes no representations or warranties:

- That the Hozhoni Service or Product is suitable for you;
- Regarding the adequacy or safety of the Hozhoni Service or Product for any particular user;
- That the Hozhoni Service or Product will meet your personal and/or professional needs;
- That the Hozhoni Service or Product will be permitted in your jurisdiction;
- That the Hozhoni Service will be uninterrupted or error-free;
- That Hozhoni will continue to support any particular feature of the Hozhoni Service or Product; or
- Concerning sites and resources outside of the Hozhoni Service, even if linked to from the Hozhoni Service.

You are responsible for providing your own access (e.g., computer, mobile device, Internet connection, etc.) to the Hozhoni Site. Hozhoni has no obligation to screen or monitor any content and does not guarantee that any content made available on the Hozhoni Site complies with this Agreement or is suitable for all users. Hozhoni shall not be responsible for loss or corruption of data, and hereby waives all claims with respect to damage to your computer system, internet access, download or display device.

4. All Sales Final

No refunds will be provided for the Hozhoni Balance Rail® foot orthotic. Exchanges provided for manufacturing defects only. If you believe the Hozhoni Balance Rail® foot orthotic you purchased through this Site is defective, please call us at 970-247-1851 or email us at contact@hozhonibalancerail.com

5. Limitation of Liability

To the fullest extent permitted by law, in no event shall Hozhoni, nor its affiliates, be liable for any direct, indirect, incidental, special, consequential, punitive, or exemplary damages, including but not limited to damages for personal injury, death, loss of livelihood, loss of enjoyment, pain and suffering, emotional distress, loss of profits, loss of future earnings, goodwill, use, and/or any other damages or other intangible losses.

6. Privacy

Your privacy rights are set forth in our **Privacy Policy** <http://www.hozhonibalancerail.com/privacy-policy.html> ,which forms a part of this Agreement. Please review the **Privacy Policy** to learn about:

- o What information we may collect about you;
- o What we use that information for; and
- o When and with whom we share that information.

CONSENT TO EMAIL: When you purchase Product through our Site, you agree and consent to receive email messages from us. These emails may be transactional or relationship communications relating to the Service or Product, such as administrative notices and service announcements or changes, or emails containing commercial offers, promotions or special offers from us or third party partners.

7. Indemnification

You agree to indemnify, defend, and hold harmless Hozhoni and its affiliates, directors, officers, employees, and agents, from and against any liability, claims, damages, losses and costs (including reasonable attorney's fees) that: (i) arise from your activities on the Hozhoni Site; (ii) assert a violation by you of any term of this Agreement; or (iii) assert that any content you submitted to the Hozhoni Site violates any law or infringes any personal right or third party right, including any intellectual property or privacy right.

Hozhoni reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Hozhoni in connection therewith.

8. License to Use The Hozhoni Service

License. Hozhoni grants you a limited, non-exclusive license to access and use the Hozhoni Service for your own personal, non-commercial purposes. This includes the right to view content available on The Hozhoni Site. This license is personal to you and may not be assigned or sublicensed to anyone else.

Restrictions. Except as expressly permitted by Hozhoni in writing, you will not reproduce, redistribute, publicly display, sell, create derivative works from, decompile, reverse engineer, or disassemble the Hozhoni Service or Product. Nor will you take any measures to interfere with or damage the Hozhoni Service. All rights not expressly granted by Hozhoni are reserved.

9. Third Party Links and Content

Linked Sites. The Hozhoni Site contains links to third party websites ("Linked Sites"). When you are linking to a third party site, it is important to know that Hozhoni does not control these sites, nor has Hozhoni reviewed or approved the content which appears on the linked sites. Hozhoni is not responsible for the legality, accuracy or nature of any content, advertising, products or other materials on or available from any linked sites, or the conduct of such linked sites. You acknowledge and agree that Hozhoni shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of any of the links, content, goods or services available on or through the linked sites.

Dealings with Third Parties. More specifically, your participation, correspondence or business dealings with any third party found on or through the Hozhoni Site regarding employment, payment and/or delivery of specific goods and services, and any other terms, conditions, representations or warranties associated with such dealings, are solely between you and such third party. You agree that Hozhoni shall not be responsible or liable for any loss, damage, or other matters of any sort incurred as the result of such dealings.

10. Intellectual Property

This Website may contain or reference trademarks, patents, copyrighted materials, trade secrets, technologies, products, processes or other proprietary rights ("Intellectual Property") of Hozhoni and/or third parties. No license to or right in any such Intellectual

Property is granted to you without the express written consent of Hozhoni. The following is a non-comprehensive list of the property trademark rights owned by Hozhoni.

11. Copyright / DMCA Policy

Hozhoni respects the intellectual property of others, and we ask our users to do the same. Hozhoni will respond as quickly as practical to claims that infringing material appears on the Site. If you believe that your work has been copied in a way that constitutes copyright infringement or your intellectual property rights have otherwise been violated, please contact Hozhoni by email at contact@hozhonibalancerail.com or by regular mail at:

Hozhoni Health Services, LLC
Attn.: Copyright Agent
46 Danielle Circle
Durango, CO 81301 USA

12. General Provisions

Dispute Resolution, Arbitration, Jurisdiction, and Governing Law. Any dispute, claim, or controversy arising out of or relating to this Agreement, the Service, or the Site shall be submitted to mediation. If the matter cannot be resolved through mediation, then the matter shall be resolved through BINDING ARBITRATION. Judgment upon the award rendered in arbitration shall be entered in any court having jurisdiction thereof. The prevailing party shall be entitled to recover attorney fees and costs in connection with the action. You may not under any circumstances commence or maintain against Hozhoni or its affiliates any class action, class arbitration, or other representative action or proceeding.

By using the Site or the Service in any manner, you agree to the above mediation and arbitration agreement. In doing so, YOU GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend any claims between you and Alternative Orthodontics or its affiliates. YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER CLASS PROCEEDING. Your rights will be determined by a NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY. You are entitled to a fair hearing before the arbitrator. The arbitrator can grant any relief that a court can. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

In the event that this arbitration agreement is for any reason held to be unenforceable, any litigation against Hozhoni may be commenced only in the federal or state courts located in Durango, La Plata County, Colorado. You hereby irrevocably consent to the jurisdiction of those courts for such purposes. This Agreement, and any dispute between you and Hozhoni, shall be governed by the laws of the state of Colorado without regard

to principles of conflicts of law, provided that this arbitration agreement shall be governed by the American Arbitration Act.

Successors; Assignment; No Third Party Beneficiaries. This Agreement is binding upon and shall inure to the benefit of both parties and their respective successors, heirs, executors, administrators, personal representatives, and permitted assigns. You may not assign this Agreement without Hozhoni's prior written consent. No third party shall have any rights hereunder.

Notices. You consent to receive all communications including notices, agreements, disclosures, or other information from Hozhoni electronically. Hozhoni may provide all such communications by email or by posting them on the Hozhoni Site. For support-related inquiries, you may send an email to contact@hozhonibalancerail.com or the following address:

Hozhoni Health Services, LLC
46 Danielle Circle
Durango, CO 81301 USA

Modification. This Agreement may not be modified except by a revised Terms of Service posted by Hozhoni on the Hozhoni Site or a written amendment signed by an authorized representative of Hozhoni. A revised Terms of Service will be effective as of the date it is posted on the Hozhoni Site.

Entire Agreement. This Agreement incorporates the following documents by reference:

PRIVACY POLICY <http://www.hozhonibalancerail.com/privacy-policy.html>

This Agreement constitutes the entire understanding between Hozhoni and you concerning the subject matter hereof and supersedes all prior agreements and understandings regarding the same.

END OF DOCUMENT.