

## TERMS & CONDITIONS

BY VISITING WASHPARKCHIRO.COM YOU ARE CONSENTING TO OUR TERMS & CONDITIONS.

### **Overview**

The terms “we”, “us”, “our” and “Wash Park Chiro” refers to Washington Park Chiropractic, Inc. The term the “Site” refers to washparkchiro.com and all sites connected with Washington Park Chiropractic. The term “user,” “you” and “your” refers to site visitors, customers and any other users of the site.

Washington Park Chiropractic, Inc. provides a website where users can read articles on chiropractic care and a service where users may purchase chiropractic, massage, acupuncture, and nutrition services (the “Service”).

Use of washparkchiro.com, including all materials presented herein and all online services provided by Washington Park Chiropractic, Inc., is subject to the following Terms and Conditions. These Terms and Conditions apply to all site visitors, customers, and all other users of the site. By using the Site or Service and/or ordering a product from the Site, you agree to these Terms and Conditions, without modification, and acknowledge reading them.

### **Use of the Site + Service**

To access or use the Site, you must be 18 years or older and have the requisite power and authority to enter into these Terms and Conditions. Children under the age of 18 are prohibited from using the Site.

Information provided on the Site and in the Service related to chiropractic, massage, acupuncture, and nutrition services and other information are subject to change. Washington Park Chiropractic, Inc. makes no representation or warranty that the information provided, regardless of its source (the “Content”), is accurate, complete, reliable, current or error-free. Washington Park Chiropractic, Inc. disclaims all liability for any inaccuracy, error or incompleteness in the Content.

### **Account Creation**

In order to use the Service, you may be required to provide information about yourself including your name, email address, username and password and other personal information. You agree that any registration information you give to Washington Park Chiropractic, Inc. will always be

accurate, correct and up to date. You must not impersonate someone else or provide account information or an email address other than your own.

## **Lawful Purposes**

You may use the Site and Service for lawful purposes only. Your account must not be used for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction.

You agree to be financially responsible for all purchases made by you or someone acting on your behalf through the Site. You agree to use the Site and to purchase services or products through the Site for legitimate, non-commercial purposes only.

You shall not post or transmit through the Site any material which violates or infringes the rights of others, or which is threatening, abusive, defamatory, libelous, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, contains injurious formulas, recipes, or instructions, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law.

## **Refusal of Service**

Washington park Chiropractic, Inc. reserves the right to refuse service to any order, person or entity without obligation to assign reason for doing so. Washington Park Chiropractic, Inc. may at any time change or discontinue any aspect or feature of the Site or Service.

## **Product Description**

We endeavor to describe and display the Service as accurately as possible. While we try to be as clear as possible in explaining the Service, please do not accept that the Site is entirely accurate, current, or error-free. From time to time we may correct errors in pricing and descriptions, because we might not have drunk enough coffee the day we published something. We reserve the right to refuse or cancel any order with an incorrect price listing.

## **Material You Submit to the Site**

You shall not upload, post or otherwise make available on the Site any artwork, photos or other materials (collectively "Materials") protected by copyright, trademark or other proprietary right without the express written permission of the owner of the copyright, trademark or other proprietary right. The burden of determining that any Materials are not so protected rests entirely with you. You shall be liable for any damage resulting from any infringement of copyrights, trademarks, or other proprietary rights, or any other harm resulting from such a submission and shall indemnify Washington Park Chiropractic, Inc. from any claim against Washington Park

Chiropractic, Inc. resulting from your posting of Materials to the site. For all Materials submitted by you to the Site, you automatically represent or warrant that you have the authority to use and distribute the Materials, and that the use or display of the Materials will not violate any laws, rules, regulations or rights of third parties.

Washington Park Chiropractic, Inc. reserves the right to remove from the site any Materials submitted by you that it deems inappropriate for the site or that appears to violate these terms and conditions.

### **Intellectual Property Rights to Your Materials**

Washington Park Chiropractic, Inc. does not claim ownership of Material you supply to Washington Park Chiropractic, Inc. However, the act of posting Material to the site conveys an irrevocable, worldwide license to Washington Park Chiropractic, Inc. to use and distribute the posted Material in connection with Washington Park Chiropractic, Inc.'s website and any related Washington Park Chiropractic, Inc. publications. You retain copyright ownership and any other rights you may rightfully hold in any content that you submit through the Service. By submitting Material to Washington Park Chiropractic, Inc., you agree to hold Washington Park Chiropractic, Inc. harmless from and against all claims, liabilities and expenses arising out of any potential or actual copyright or trademark misappropriation or infringement claimed against you.

### **Our Intellectual Property**

All content provided on the Site and in the Service are the intellectual property of Washington Park Chiropractic, Inc. The content of the Site and Service are protected by United States trademark, trade dress and copyright law. You may not modify, publish, transmit, participate in the transfer or sale of, create derivative works from, distribute, display, reproduce or perform, or in any way exploit in any format whatsoever any of the content of the Site or the Service, in whole or in part without our prior written consent. You may not remove any trademark, copyright, or other notice from the content of the Site or the Service. We reserve the right to immediately remove you from the Service, without refund, at to pursue all available legal remedies against you if you are caught violating this intellectual property policy.

### **Changed Terms**

We may at any time amend these Terms and Conditions. Such amendments are effective immediately upon notice to you by us posting the new Terms and Conditions on this Site. Any use of the Site or Service by you after being notified means you accept these amendments. We reserve the right to update any portion of our Site and Service, including these Terms and Conditions at any time. We will post the most recent versions to the Site and list the effective dates on the pages of our Terms and Conditions.

## **Limitation of Liability**

You agree that under no circumstances shall we be liable for direct, indirect, incidental, consequential, special, punitive, exemplary, or any other damages arising out of your use of the Site or Service. Additionally, Washington Park Chiropractic, Inc. 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; (ii) loss of revenue, anticipated profits, business, savings, goodwill or data; 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 Washington Park Chiropractic, Inc. 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 the damages, our liability is limited to the fullest possible extent permitted by law. In no event shall Washington Park Chiropractic, Inc.'s cumulative liability to you exceed the total purchase price of the Service you have purchased from Washington Park Chiropractic, Inc., and if no purchase has been made by you Washington Park Chiropractic, Inc.'s cumulative liability to you shall not exceed \$100.

## **Third Party Resources**

The Site and the Service contain links to third party websites and resources. You acknowledge and agree that we are not responsible or liable for the availability, accuracy, content or policies of third party websites or resources. Links to such websites or resources do not imply any endorsement by or affiliation with Washington Park Chiropractic, Inc. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

## **Indemnification**

You shall indemnify and hold us harmless 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, arising out of any breach by you of any of these Terms and Conditions, or any use by you of the Site or Service. You shall 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 shall not settle any third-party claim or waive any defense without our prior written consent.

## **Effect of Headings**

The subject headings of the paragraphs and subparagraphs of this Agreement are included for convenience only and shall not affect the construction or interpretation of any of its provisions.

## **Waiver**

No waiver of any of the provisions of this Agreement by Washington Park Chiropractic, Inc. shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by Lisa Goodman.

## **Notices**

All notices, requests, demands, and other communications under this Agreement shall be in writing and properly addressed as follows:

Washington Park Chiropractic, Inc., 1313 S. Clarkson St, #1, Denver, CO 80210, USA

## **Governing Law; Venue; Mediation**

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Colorado as applied to contracts that are executed and performed entirely in Colorado. The exclusive venue for any arbitration or court proceeding based on or arising out of this Agreement shall be Colorado. The parties agree to attempt to resolve any dispute, claim or controversy arising out of or relating to this Agreement by mediation, which shall be conducted under the then current mediation procedures of The CPR Institute for Conflict Prevention & Resolution or any other procedure upon which the parties may agree. The parties further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration or other dispute resolution procedures.

## **Recovery of Litigation Expenses**

If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

## **Severability**

If any term, provision, covenant, or condition of this Agreement is held by an arbitrator or court

of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

### **Assignment**

These Terms and Conditions bind and inure to the benefit of the parties' successors and assigns. These Terms and Conditions are not assignable, delegable, sub licensable or otherwise transferable by you. Any transfer, assignment, delegation or sublicense by you is invalid.

Updated: December 2018