

**The provisions provided in this Terms & Policy of Use are standard provisions that can be found on other websites offering similar features, content, services, and applications.**

The Health Affixed websites, store(s), and mobile application(s) with all of their pages, content, software, applications, tools, features, and services are owned and operated by Health Affixed, LLC which is a Florida Limited Liability Corporation.

**ALL REFERENCES** to “HA” herein shall include and incorporate Health Affixed, LLC, The Healthy Attorney, FitCarib, FitCarib Kitchen, Link2Fit f/k/a Esq.Fit, Health Affixed, healthaffixed.com, healthaffixedstore.com, fitcarib.com, thehealthyattorney.com, the FitCarib iOS Application, the FitCarib Android Application, and their contributors, team members, officers, directors, employees, consultants, staff, agents, affiliates, and representatives. By accessing any web page, content, tool, feature, service, software, or application on or by HA, you explicitly agree to be governed by this Terms & Policy of Use.

**THEREFORE**, you agree that you have read this document carefully and that you fully understood all of the information contained herein.

**THEREFORE**, you understand that if you do not agree with all of the information contained in this Terms & Policy of Use, then you should not access, browse, or use any portion of HA because your access, use, and/or browsing of HA is subject to all of the following terms.

**THEREFORE**, you fully understand and agree that your access, use, and/or browsing of HA is subject to all of the following terms.

### **Age & Mental Capacity**

HA is only intended for competent adult individuals 18 or older who may legally form a binding contract. You agree that you fall into one of three categories:

1. You are a competent individual over 18 years old; or
2. You are an individual under 18 who has obtained consent from a competent parent or legal guardian; or
3. You are a competent individual under 18 who does not need consent because you are legally considered an adult in your jurisdiction.

A parent or legal guardian who provides consent to an individual under 18 years old is solely and fully responsible for the individual’s access, use, and browsing of HA including all legal liability that the individual may incur.

### **Registration**

Failure to provide accurate, truthful, or complete information shall constitute a breach of these terms and may result in immediate suspension or termination of your account.

### **Account**

You agree that HA may store and use any registration data, including your user name and password, for use in maintaining your account. However, you are entirely responsible for maintaining the confidentiality and security of your password and account.

You agree that, at no time, will you use the account, username, or password of someone else. You will not sell or transfer your account, or otherwise allow any third party to use your account for any purpose. You agree to immediately update your account information if there is any unauthorized use of your account, user name, or password.

HA shall not be liable for any loss that you incur as a result of someone else using your password, either with or without your knowledge. However, you may be held liable for any losses incurred by HA and the entities owned, related to, or controlled by HA that may be caused or related to someone else's use of your account or password.

HA reserves the right, in its sole discretion, to refuse registration of or to cancel an account, user name, or password.

### **Privacy Generally**

You agree that HA is not responsible for the privacy of your information or content and you agree that there is no expectation of privacy or confidentiality in the information or content that you use, provide, display, transmit, or otherwise share through or in connection with your access to and/or use of HA. You agree that, by making information available via HA, you relinquish all claims to privacy and confidentiality in that information.

You agree that, if you choose to make any of your personally identifiable information or other information publicly available through or in connection with your access to and/or use of HA, you do so at your own risk.

You agree to fully indemnify HA and hold HA harmless for any loss or injury that you may incur from someone else's public release of information through or in connection with your access to and/or use of HA for which you may have a claim or expectation of privacy or confidentiality.

### **Shop Purchases**

You agree that, when you provide us with personal information to complete a sale transaction, verify your credit card, place an order, or arrange for a delivery or return a purchase, you consent to our collecting it and using it for that specific reason.

You understand and fully acknowledge that we may disclose your personal information if we are required by law to do so or if it is necessary to do so due to a violation of the terms and policy herein.

You agree that you will provide the correct shipping address to permit a smooth delivery process.

You acknowledge and agree that, if you provide an address that is considered insufficient by the courier, the shipment will likely be undeliverable and may be returned to the originating facility at which point you will be liable for reshipment costs once the correct address has been confirmed.

You acknowledge and agree that shipments that go unclaimed are likely returned to the originating facility and you will be liable for the cost of a reshipment.

### **Payments**

You understand and agree that, by using a direct payment gateway to complete your purchase, your purchase transaction data is stored as long as is necessary to complete your purchase transaction. The data is generally encrypted through the Payment Card Industry Data Security Standard (PCI-DSS). You understand that, as an industry standard, direct payment gateways adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like Visa, MasterCard, American Express and Discover.

Note: PCI-DSS requirements help ensure the secure handling of credit card information by HA's online payment vendors and/or service providers.

Please visit <https://stripe.com/> and <https://stripe.com/us/privacy> for more information as to the protections and security in place for your purchase transaction data.

You understand and agree that, in general, the third-party providers, vendors, or servicers used by HA will collect, use and disclose your information to the extent necessary to allow them to perform their services and duties.

You acknowledge that, third-party service providers, vendors, or servicers, including but not limited to payment gateways and other payment transaction processors, have their own privacy policies in respect to the information they collect and disclose for purchase-related transactions.

### **Returns & Refunds**

**You acknowledge and agree that you will follow the return instructions as they are conveyed to you on your receipt and/or packaging slip and by not doing so you will likely jeopardize your eligibility or ability to obtain a refund.**

You understand and agree that no refund will be provided for unclaimed or undeliverable items when the unclaimed or undeliverable nature or status of the item was not caused by HA or the manufacturer.

You understand and agree that no refunds will be provided for buyer's remorse or change of circumstances.

You understand and agree that no refunds will be provided for on sale or reduced priced items.

You understand and agree that no refunds or exchanges will be permitted due to a size or shrinkage issue.

You understand and agree that no refunds or returns are permitted for items or under circumstances, including but not limited to:

1. Gift cards
2. Downloadable software products
3. Many health and personal care items
4. Intimate or sanitary goods
5. Book with obvious signs of use
6. Perishable goods such as food, flowers, newspapers or magazines
7. CD, DVD, VHS tape, software, video game, cassette tape, or vinyl record that has been opened
8. Hazardous materials (including flammable liquids or gases)
9. Shipping costs
10. Any item that you did not actually purchase (i.e. gift recipient)
11. Any item without a receipt or proof of purchase
12. Any item not in its original condition
13. Any item that is damaged or missing parts for reasons not due to HA or manufacturer error
14. Any item that is returned the earlier of 4 weeks or 30 calendar days after delivery. Note: The time of day that the item was delivered will not be factored in or considered when computing time.

You understand and agree that, items that are not unreturnable or non-refundable (see list above), may be eligible for a refund (partial or full) under the following circumstances:

1. HA is immediately notified using the contact information on the transaction or payment receipt of the problem with the product. You understand and agree that immediately means within 5 business days of delivery.
2. Picture(s) of the unacceptable condition of the product are provided at the time of notification or with 48 hours thereafter.
3. The item must be delivered to the HA address provided within 30 calendar days of the date that the item was initially delivered to the customer or desired recipient.  
**You understand and agree that, if the earlier of 4 weeks or 30 calendar days have passed since the day or date of your delivery, there will be no refund for your purchase. Note: The time of day that the item was delivered will not be factored in or considered when computing time.**
4. The item must be unused and in the same condition that it was received.
5. The item must be returned to HA in its original packaging.

You understand and agree that, to return your item, you will mail your item to the HA address provided at your own expense.

You understand and agree that shipping costs are non-refundable and, if you receive a partial refund or ship an item that is not eligible for a refund, you will be responsible for paying the cost of return shipping for the item. Note: The return shipping cost may be deducted from your refund or invoiced to you.

You understand and agree that there is no guarantee that HA will receive your shipped item and it is in your best interest to use a trackable shipping service or purchasing shipping insurance when returning an item.

**You understand and agree that HA will not be held responsible for a loss in transit or undelivered item that you attempted to mail to HA for a refund.**

You understand and agree that, once your returned item is timely received and fully inspected, HA will send you an email confirming receipt of the item and providing approval or denial of the refund request.

**Note: If the refund request is approved, then HA will process your refund within a certain number of days. If the refund request is denied, then HA will return the item to you at no additional cost.**

You understand and agree that it may take some time before your refund is officially posted to your refunded account. Upon suspicion of an untimely or missing refund, you agree to first check your bank account (if applicable), contact your credit card company (if applicable), and/or contact your bank (if applicable) to ascertain the status of the refund as the refund processing time for financial institutions often varies.

**Note: If 30 calendar days have passed since the date of the approval of the refund request and you still have not received your refund yet, please notify HA using the contact information provided.**

### **Cookies & Such Technologies**

You understand that most web browsers are set to accept cookies and other such technologies including web beacons and similar technologies by default. As a result, you agree and consent to HA's use of cookies and such technologies as used by your respective web browser. This website has no access to or control over the cookies or such technologies. If you wish to disable the cookies or such other technologies, you may do so through your individual browser options. More detailed information about cookie management as applied to a specific web browser may be found at the respective web browser's website. **Please note that:** if you disable cookies on your Internet-enabled device, some parts of HA may not function properly or offer you the same degree of personalization.

You understand that any information obtained by using cookies and/or such other technologies (including the HA pages you visited, information about the devices and software you use, as well as the content that you viewed) helps HA in various ways, including to customize your experience, improve the services, learn what areas of the services are of most interest to you, and troubleshoot any issues. You also acknowledge

that, in order to provide the best experience possible, HA may use the information for reporting and analysis purposes.

You understand and acknowledge that, at this time, HA does not currently respond to web browser “do not track” signals or other mechanisms that provide a method to opt out of the collection of information across the networks of websites and online services in which HA may participate.

### **Access**

You agree that, in the event that there is an issue raised involving your account or HA must access your account to ensure high quality experience with HA, HA may access your account and records on a case-by-case basis to investigate or ensure a high-quality experience. You agree that, HA may be required by law to disclose the findings of its investigation and acknowledge that HA reserves the right to suspend or terminate your account or your access to HA immediately, with or without notice to you, and without liability to you, if HA, in its sole discretion, believes that you have violated any of the terms, or otherwise impeded the high quality experience that HA may offer to others.

### **Content**

You agree to only communicate or distribute appropriate and wholesome information on or with HA and shall refrain from posting, sharing, or distributing inappropriate, obscene, offensive, disparaging, malicious, vile, slanderous, humiliating, reprehensible, harassing, unnecessarily repetitive, deceptive, commercially motivated, or other ill-willed content. HA, in its sole discretion, reserves the right to determine the appropriate and wholesomeness of any posted, shared, or distributed content and may take steps including removal of content and/or termination of the account as to address and remedy the matter.

You agree that, all graphics, logos, slogans, tag lines, designs, page headers, button icons, scripts and service names are hereby claimed trademarks, service marks, trade names or trade dress of HA. Likewise, you agree that, where applicable, the content available on HA is protected by copyright and acknowledge that HA claims copyright protection on all created content under United States and foreign laws.

Unless expressly authorized by HA, in writing, you shall not use, reproduce, display, transmit, or otherwise share any portion of HA’s copyrighted content or any portion of the above identified and enumerated trademarks, service marks, trade names or trade dress attributable to HA.

You acknowledge and explicitly agree that nothing contained in these terms or on HA shall be construed as granting you a license to use any of the above identified and enumerated trademarks, service marks, trade names or trade dress attributable or licensed to HA or a third party. Likewise, you agree to not modify, distribute, frame, copy, reproduce, republish, download, scrape, display, post, transmit, license, barter, lease or sell in any form or by any means, in whole or in part, any copyrighted content,

information, or portion of HA other than as expressly permitted by these terms or as expressly authorized in writing by HA.

You agree to share the copyrighted content or information provided by HA only as follows:

1. Via a HA URL link of the content or information; and
2. With the following caveat: **The linked content is not my own. Instead, the link of this content is being reproduced here with the limited permission of thehealthyattorney.com which is the original source of the linked content.**

HA may contain links or references to other websites and social media applications, tools or platforms maintained by third parties over whom HA has no control. Such links are provided merely as a convenience. You agree that use, access, or view of a third party's link or the information provided by a third party's link is done at your own risk and that HA shall not be liable for any injury or loss arising from any action related to a third party's link.

HA is grateful for your participation and contributions to its forums and discussions as well as your feedback and comments throughout HA. You authorize HA to treat any content you provide on HA as non-confidential and non-proprietary content. If you do decide to submit feedback, comments, ideas, suggestions, concepts, exercises, or other material to HA, you acknowledge that, upon the microsecond that you make such submission and regardless of any disclaimer, you relinquish all and any claim that you may have to the material and agree to the following:

1. The submission does not contain any proprietary or confidential information.
2. HA's use of such submission, to the extent permitted by applicable laws, will not be subjected to any morality, privacy, publicity, proprietary, or statutory claims and you waive all such claims or rights, to the extent permitted by applicable law, upon submission.
3. HA can use such submission for any purpose and such purpose is within the sole discretion of HA.
4. HA is granted a worldwide, perpetual, fully-paid, irrevocable, sub-license-able, transferable, assignable, non-exclusive and royalty free right and license to the submission.
5. HA owes no obligation, credit, or compensation to you in regards to its ultimate use(s) of the submission regardless of the ultimate use(s) or chosen medium(s) now known or later determined.
6. HA, in its sole discretion, may determine if the information provided or used on HA or submitted to HA is considered a submission.
7. HA may already be considering or developing an idea, program, concept, product, service, feature, exercise, software, application, tool, or other material similar to your submission.

You agree that you shall not upload or otherwise transmit on or through HA any content that is subject to any third-party rights. You agree that you will not post, submit, transmit, or distribute content that you did not create, that you did not obtain permission to post, or that is outside of the scope of fair use. You

agree that you shall be held solely liable for any claims of infringement arising from the content that you post, submit, transmit, or distribute and you further acknowledge and agree that HA shall have no obligation to review HA for infringing content.

HA has no backup or storage obligations regarding content posted, transmitted, displayed, or distributed on HA.

HA, in its sole discretion, may delete, edit, refuse to post or remove (without notice) any content that HA believes violates any of the terms as set forth herein.

### **Disclaimer**

You agree that information provided by HA is for informational purposes and that you will seek medical advice instead of relying upon any information or advice provided by HA. You agree that all actions involving your body may have an impact on your health. You agree that you will seek medical advice before participating in any challenge or exercise, or before eating any foods that may negatively impact your health whether such impact is known, unknown, expected, or unexpected. Further, you agree that use, application, distribution, or reliance on the techniques, advice, ideas, and suggestions of any person associated with HA are done so at your sole discretion and your own risk.

You agree that HA owes no responsibility for and shall have no liability resulting from, any information or communications from and between registered users on HA. You acknowledge and agree that, upon feeling threatened or receipt of information that someone may be in danger, you shall contact your local law enforcement agency immediately.

HA expressly and unequivocally disclaims any responsibility or liability for your safety or the safety of any registered user participating on HA.

### **Waiver, No Warranty, & Indemnification**

You expressly waive any and all claims you may have against HA and release HA from any and all liability arising from or related to any content posted, displayed, transmitted, or distributed by you, third parties, or other registered users of HA, including any exploitation of the such content by a third party, whether or not authorized by HA and you agree to the following:

1. HA shall have no obligation to verify the accuracy or authenticity of any content posted, displayed, transmitted, or distributed by third parties or registered users of HA.
2. HA makes no representations or warranties with respect to any content posted, displayed, transmitted, or distributed by third parties or registered users of HA.
3. HA is under no obligation to prevent the downloading, distribution, caching, linking to, or re-posting of any content posted, displayed, transmitted, or distributed by third parties or registered users of HA.



HA is available “AS IS” and “AS AVAILABLE” without warranty of any kind. You assume the risk of any and all damage or loss from use of, or inability to use, HA, including, without limitation, physical injury or death as well as damages to personal property. To the maximum extent permitted by law, HA expressly disclaims any and all representations, warranties and conditions express or implied, regarding HA, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, or non-infringement, and any warranties that may arise from course of dealing, course of performance or usage of trade.

You agree that, under no circumstances will HA be liable for any loss or damage caused by your reliance on information obtained on or through HA. You acknowledge and agree that it is your responsibility to evaluate the accuracy, completeness or usefulness of any information, opinion, advice or other content available through HA. You agree that any liability of HA is limited to the lowest amount, if any, permitted by law with the understanding that, when possible, HA shall not have any liability under the law.

HA does not endorse, warrant or guaranty any product or service offered by a third party through HA and HA will not be a party to or in any way monitor any transaction between you and third party providers of products or services.

You agree to defend, indemnify and hold harmless HA and any other party involved in creating, producing, delivering or maintaining HA and each of their respective agents, representatives, or affiliates from and against all losses, expenses, damages and costs including, without limitation, reasonable attorney and accounting fees that may arise from one or more of the following:

1. Your violation of any of the terms herein;
2. Your violation of any third party rights including, without limitation, any copyright, trademark, property, publicity or privacy right;
3. Any claim that your content caused damage to a third party;
4. The breach by you of any representations, warranties and/or covenants contained herein; and/or
5. Your use of HA.

### **State Law**

HA and the terms are governed by the internal and substantive laws of the State of Florida. The UN Convention on Contracts for the International Sale of Goods is expressly disclaimed.

HA is controlled and operated within the State of Florida, United States of America. HA makes no representations or assurances that materials on or linked to/from HA are appropriate or available for use in other locations outside of Florida.

### **Dispute Resolution**

You agree to notify HA immediately in writing of any and all dispute(s) that you may claim or believe to have with HA including any such potential claims arising out of or relating to these terms, use of HA, or communication with HA. You further agree to allow a reasonable time, which you acknowledge to be no less than 20 business days and no more than 30 business days after confirmation of delivery, for a response to your written and delivered notification from HA. You agree to accept a reasonable resolution of the alleged dispute regardless of whether you are in full agreement with the reasonable resolution and regardless of whether the reasonable resolution made you whole.

You agree that, if you choose to pursue any alleged dispute that is not responded to in the timeframe noted above or any alleged dispute that you claim was not reasonably resolved, then your pursuit of any such suit, action, claim or dispute arising out of or relating to these terms, use of HA, or communication with HA shall be submitted to the American Arbitration Association for final and binding arbitration in Broward County, Florida, in English, before a single neutral arbitrator. You further agree that the Arbitrator shall be a retired state or federal court judge with an affordable hourly or daily rate and shall be mutually agreed upon by the parties. If the parties are unable to agree on an Arbitrator, the Arbitrator shall be appointed by AAA with consideration given to the Arbitrator's experience presiding over or litigating software industry matters as well as the Arbitrator's fees and costs. Notwithstanding the foregoing, HA may bring an action in any court of applicable jurisdiction to:

1. Protect its intellectual property or other rights;
2. Seek to obtain injunctive relief or other equitable remedies from a court;
3. Enforce the provisions of these terms; or
4. Enforce the decision of the Arbitrator.

You acknowledge, agree and expressly consent to the exercise of personal jurisdiction by the courts of the State of Florida in connection with any and all alleged dispute(s) or claim(s) involving HA or its telecommunication or content providers and any other party involved in creating, producing, delivering or maintaining HA.

You and HA agree that the arbitration permitted and required herein shall be limited in scope and parties to the specific claim(s) or dispute(s) between HA and you individually with the clear understanding that there shall be no class action proceeding against HA, general public assertion against HA, or assignment of your alleged rights to bring a claim against HA.

### **Severability**

You agree that, if any portion of the terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of the terms, which shall remain in full force and effect. You also agree that, the section headings used herein

are for convenience only and shall not affect or otherwise impact the interpretation of the terms and that the interpretation of the specific provision in question should be based upon a review of the total provision under the heading in a way to give the intended meaning, understanding, and effect of the provision.

You acknowledge and agree that HA's failure to exercise any right or remedy available to it after learning of your breach of the terms or HA's failure to demand the prompt performance of any obligation under the terms shall not be construed as a waiver of:

1. HA's rights or remedies;
2. The requirement of your punctual performance under the terms; or
3. Any right or remedy in connection with your subsequent breach of the terms.

Likewise, you acknowledge and agree that no waiver of any of the terms shall be construed as a continuing waiver of such term or condition or shall be construed as a waiver of any other term or condition.

### **Changes**

You agree that, HA may, in its sole discretion and without prior notice, revise, modify, delete, or add any material or immaterial provision to the terms. You acknowledge and agree that you have the sole responsibility to review these terms to ensure that your actions are in compliance with the current terms. You agree that, not being familiar with a change in the terms, shall not excuse a violation of the terms.

### **Completeness**

You agree that, except as otherwise explicitly noted, these terms constitute the entire agreement between you and HA with respect to the use of and communication with HA.