

Terms and Conditions ("**Terms**") = **T&C =Terms of Service = Terms of Use**

Includes Warnings, Disclaimers, Notices

**Terms and Conditions to use or read THIS WEBSITE**

**“THIS WEBSITE” = OptimalPolicies.com**

By using or continuing to use THIS WEBSITE, you acknowledge that you have read, understood and agreed to these terms and conditions (**T&C**), which include warnings or disclaimers or notices.

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Any information you send us should be assumed to be public. By giving us information or data, such as pictures, videos, ideas, etc., you agree to grant us a worldwide, non-exclusive,

royalty-free, perpetual, irrevocable right and license to use, modify, publicly perform, publicly display, reproduce, excerpt (in whole or in part), publish, or distribute this content, including to make back-up copies. You agree to this without any payment, unless we have signed a contract stating otherwise.

We do not guarantee the security or privacy of THIS WEBSITE or of our communications. We are not liable for any information on this website that may be leaked, hacked, stolen, or otherwise distributed. If you wish to discuss confidential information with us, please contact us before sending it so we can make plans for security. If you create an account on THIS WEBSITE, you are responsible for creating a unique passcode (a password that is different from one you would use for your bank, email, etc.). If your passcode gets leaked, we will not be responsible for any damages, including hacks to other websites, because you had an obligation to use a unique passcode.

You agree that jurisdiction over and venue in any legal proceeding directly or indirectly arising out of or relating to this website shall be in the state or federal courts of our choice. If a Court disagrees, the alternative is jurisdiction in Federal Court corresponding to Montgomery County, Maryland (we may change this).

By Clicking “agree” you acknowledge that you have read and agreed to these terms and conditions. Additionally, if the terms are updated (as will be noted by the date changing) you agree to have read the updated terms.

## **Definitions**

**Website:** a group of World Wide Web pages which usually containing hyperlinks to others and are made available online. See <https://www.merriam-webster.com/dictionary/website>. **Alternate definition. A website** is a collection of publicly accessible, interlinked Web pages that share a single domain name.

The words “Company”, “Siguel”, “we”, “us”, “our”, “I”. “me”, “support team”, (in singular or plural) refers to E. Siguel, his agents, employees, companies he owns, family, associates, people who help us write in these websites. Singular or plural includes singular or plural.

For the purposes of these **T&C**, the words "Service" or "Websites" means any and all services provided by us under these T&C including, information, products, services, ads, third-party

products and services, any other service which may be provided from time to time in or by our website.

**“These Websites” refers to website(s) maintained or sponsored by me.**

The words “you” and “your” refers to the user and/or viewer of these websites, including any organization or person using the Websites on an organization’s behalf. We use the word “Website” to mean any website, application, or service offered by us, including content we offer and electronic communications we send. We provide THIS WEBSITE to you subject to these **T&C**, warnings, disclaimers, notices. We use the terms “Terms of Service” and “Agreement” interchangeably to mean this document together with our warnings, disclaimers, content, notices, policies, practices, procedures.

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The contents, logos, and other visual media we created is our property and is protected by laws.

Users’ accounts on THIS WEBSITE or users’ access to THIS WEBSITE can be terminated at our sole discretion for any reason or no reason.

We are not responsible for any third-party websites which are linked or connected.

Users are responsible for reading and agreeing with the Terms and/or Conditions and/or Privacy Policies of third parties.

The terms or words domain names, hosting, registrar, registrant, website are given the usual meanings described by ICANN and government entities. See Wikipedia.org.

A **domain name** is the name of a website (roughly). The US government supported (with money, resources) the development of links among computers. It created an entity, ICANN, that assigns and administers domain names. ICANN authorizes entities named “**registries**” to take care of top-level domain names such as .com (dot com). It authorizes entities named “**registrars**” to sell lower level domains to persons (e.g., EFA.com). Persons (**registrants**) pay fees (many annually) to registrars to create and maintain (e.g., records, infrastructure, links) a domain name, pay to have computers to host a website accessed via a domain name (e.g., hosting).

**Definitions and responsibilities for domain names**

A **domain name** is a name that describes a type of administrative control in the Internet. The Domain Name System (DNS) provides rules, procedures, policies to assign domain names. See [https://en.wikipedia.org/wiki/Domain\\_name](https://en.wikipedia.org/wiki/Domain_name).

A domain name consists of several parts such as optimalpolicies.com. The term on the right is the top-level domain. There is a hierarchy or priority going from right to left. Terms further to the left may be used to mislead users, so be careful when reading a domain name. See [https://en.wikipedia.org/wiki/Domain\\_name](https://en.wikipedia.org/wiki/Domain_name)

The Internet Corporation for Assigned Names and Numbers (**ICANN**) is the non-profit organization that oversees the assignment of both IP addresses and domain names. It has agreements with registries and registrars that provide the foundation for the WHOIS system. See <https://whois.icann.org/en/domain-name-registration-process>. ICANN and a few companies manage the top-level domains. See [https://icannwiki.org/Generic\\_top-level\\_domain](https://icannwiki.org/Generic_top-level_domain).

We use several domain names to create several **websites**. **These T&C apply to all Services or Websites we provide to you.** The T&C consist of this document, disclaimers and notices, and any other terms in our websites. Together, we refer to these documents as the “T&C”.

The T&C apply to your use of THIS WEBSITE and all related services, products, features and/or content we provide. The names of our websites are a trade name or trademark of E. Siguel (of USA). When you use THIS WEBSITE for any purpose, such as reading or viewing or buying something, you state and agree that you understand and comply with, and accept these T&C.

These T&C apply to everyone who uses THIS WEBSITE. The T&C supersedes and/or replaces any other agreement. If you disagree with any part of the T&C, then you may not use our Website.

The Effective Date of this Agreement occurs when you first use our website. You must be at least 18 years old to use THIS WEBSITE.

Before using THIS WEBSITE, read these Terms and Conditions, Warnings, Disclaimers, Notices carefully (**T&C**). You agree to them by using this or my other websites or our mobile applications or our software.

The information is presented in several alternative ways. The purpose is for you to read in different ways to understand them better.

These are my opinions based on things I do or would like to do. They may or may not work for you. I did not try everything I write about or suggest, so if you try, the outcome may be undesirable or counterproductive.

In case I am not obvious and clear, some of these ideas on THIS WEBSITE are satire or sarcasm. All content has aspects of satire or sarcasm.

THIS WEBSITE and related websites are a work in progress. Many articles contain errors, bias, or duplication. We encourage readers to help us fix these problems. Many articles are written by individuals who are not subject matter experts and may lack academic or professional credentials in the area.

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The information provided in or through our Website pertaining to your health or wellness, exercise, relationships, law, pets, bacteria, animals, plants, trees, bees, cookies, chocolate, buildings, politics, schools, finances, or any other aspect of your life is not intended to be a substitute for the professional advice that you must get elsewhere.

You agree to pay us \$450 for each **unsolicited communication** to sell us unsolicited products/services (by e-mail, mail, phone, etc.). Read details on the relevant page.

This document (the "Agreement ") is a legal contract between YOU and US that governs your use of, online services available at our websites ("service" or websites) and all its associated links.

Any ideas or writings or documents you submit to us belong to us.

### **Alternative version of Warnings, Disclaimers, Notices**

The documents in these websites are presented for entertainment purposes only. They are not meant to be a substitute for professional medical care or attention by a qualified practitioner, nor should they be inferred as such. YOU are not our patient. **ALWAYS** check with your doctor or professional (e.g., lawyer, architect, dentist, etc.) if you have any questions or concerns about your condition, or before starting a new program of treatment or if you have any questions or concerns about your life, We are not responsible or liable, directly or indirectly, for *any* damages resulting from the use (or misuse) of information contained in or implied by these pages or website.

We are not licensed attorneys. We do not provide legal advice or legal services. YOU are not our client.

We only provide information for entertainment. Our information is not accurate and is not complete.

The material in this web site could make you laugh. It may help you ask intelligent questions and understand issues. Many suggestions made here require sophisticated medical tests in order to be implemented, or knowledge of law or mathematics or statistics or biophysics or accounting or something else. They require the advice and guidance of a physician, nutritionist, licensed lawyer, or individual with appropriate expertise. They are NOT intended to replace your doctor or to teach you how to treat yourself or replace a lawyer or your parents, etc.

All health, medical and legal issues are complex. There are too many hidden factors involved for it to be safe for lay people to attempt to treat themselves without an expert health care provider. The wrong diagnosis or the wrong treatment, however well intended, could make the disease worse, and would ultimately make it more difficult to diagnose the correct disorder. Similar for law, finances, and even growing plants.

To make complex topics available to the general public, we have simplified the material presented. Therefore, some of the statements made are incomplete from a scientific or legal point of view, they omit or misrepresent material facts or contain inaccuracies. It is impossible for us to present all material facts. There are tens of thousands of pages in journals, books and websites devoted to these matters.

Because each person is different, it is impossible for us to provide advice that is appropriate for each person who may read this information. Even when we discuss general principles that may benefit humans, they may not be good for you specifically. Your decision requires a balance of risks, benefits, convenience, time, money, and other factors which we do not know. Your health provider or licensed lawyer may help you tailor the ideas presented here to your unique needs.

We review thousands of publications, scientific articles, web sites, and news media reports. We comment on them about new ideas, new treatment options, new legal issues, how government works, how to perhaps save time and money, etc. We may include references for you to verify the information presented. However, we cannot verify the information presented. The information we present are our rough opinions and could be false or misleading. It may contain

incorrect statements of a material fact, or omit a material fact necessary to prevent a statement from being false or misleading.

Our approach is to read the most original source, such as a specific law, or specific scientific article and CME courses. We prefer not to rely on secondary or other sources, such as comments by somebody about comments they read somewhere sometime. Sources we use include BMJ.com, Healthaffairs.com, SCOTUSBLOG for Supreme Court cases, DOJ for their cases. DoJ has a nice section with documents they file on cases.

We are often critical in the analysis, trying to identify logical errors or flaws in data or evidence.

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rules. All such guidelines and rules are hereby incorporated by reference into the Terms and Conditions.

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You agree that we shall not be liable for any special, direct, indirect, consequential, or incidental damages or any damages whatsoever, whether in an action of contract, negligence or other tort, or any other legal action, arising out of or in connection with the use of THIS WEBSITE. We reserve the right to make additions, deletions, or modification to the contents at any time without prior notice. We do not warrant that THIS WEBSITE is free of viruses or other harmful components. We lack the expertise and resources to prevent cybercrime, ID theft, and/or malware. Do not post confidential information to THIS WEBSITE.

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To the full extent permitted by applicable law, you agree to release us and our officers, directors, shareholders, agents, employees, consultants, corporate parent, affiliates, subsidiaries, sponsors, and other third-party partners from claims, demands, and damages (direct and consequential), arising out of or in any way connected with any transaction with us.

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Because of the cost of updating information, our site is not updated frequently. Readers are supposed the verify the accuracy of the information from other sources, including original articles. Our opinions are based on our understanding of the data and may be incorrect or omit material facts or misrepresent material facts.

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There may be individual risks and circumstances that can arise during use of THIS WEBSITE. You understand that any mention of any suggestion or idea on or through THIS WEBSITE is to be taken at your own risk, with no liability on our part, recognizing that there is a chance that harm, damages, illness, injury or even death could result, and you agree to assume all risks. We are in no position to evaluate the risks of the information provided herein.

We provide information about living, lifestyle, health, aging, and other matters in life. We cannot predict and we do not guarantee that you will attain a particular result, and you accept and understand that each individual's results depend on his or her unique background, dedication, desire, motivation, actions, genes, money, and other factors. You agree that there are no guarantees as to the specific outcome or results you can expect from using the information you receive on or through THIS WEBSITE.

These limitation of liability shall apply with respect to damages incurred by reason of other services or goods received through or advertised on the products and services or received through any links provided in the products and services, as well as by reason of any information or ideas received through or advertised on the products and services or received through any links provided in the products and services. Such limitation shall apply, without limitation, to the

costs of procurement of substitute goods or services, lost profits, or lost data. Such limitation shall apply with respect to the performance or non-performance of the products and services or any information or merchandise that appears on, or is linked or related in any way to, THIS WEBSITE. Such limitation shall apply notwithstanding any failure of essential purpose of any limited remedy. Such limitation shall apply to the fullest extent permitted by law.

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THIS WEBSITE is not liable to any party for any damages including without limitation, any direct, indirect, special, punitive, incidental or consequential damages (including, but not limited to, damages for loss of business profits, business interruption, loss of programs or information, loss of profits and savings and the like), or any damages arising from use, reliance on, inability to utilize or improper use of THIS WEBSITE, and regardless of the form of action, whether in contract, tort, or otherwise.

**Exclusion of damages.** Under no circumstances whatsoever will we be responsible or liable to you or any other entity for any direct, compensatory, indirect, incidental, consequential (including lost profits and lost business opportunities), special, exemplary, or punitive damages that result from or relate in any manner whatsoever to (1) your use of the site, or reliance on the content, or (2) errors, inaccuracies, omissions, defects, untimeliness, security breaches, or any other failure to perform by us or our content providers.

**Indemnity, release, remedies**

You agree to defend, indemnify, and hold harmless THIS WEBSITE, its officers, directors, employees, members, agents and affiliates from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from your breach of the Terms and Conditions.

By using THIS WEBSITE, you agree to indemnify These Websites and its parents, subsidiaries, affiliates, officers, employees, and licensors and hold them harmless from any and all claims and expenses, including attorney's fees, arising from your use of THIS WEBSITE, your use of the Products and Services, or your submission of ideas and/or related materials to THIS WEBSITE. By using the services, you are agreeing to release THIS WEBSITE and its parents, subsidiaries, affiliates, officers, employees, and licensors from any and all claims, demands, debts, obligations, damages (actual or consequential), costs, and expenses of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, disclosed or undisclosed, that you may have against them arising out of or in any way related to such disputes and/or to the Products and Services or to any disputes regarding use of ideas and/or related materials submitted to THIS WEBSITE.

To the extent allowed by Courts, YOU HEREBY AGREE TO WAIVE ALL LAWS THAT MAY LIMIT THE EFFICACY OF RELEASES or agreements on this website. Your option is NOT to use this website.

You agree to defend, indemnify, and hold us harmless against any losses, expenses, costs, or damages (including our reasonable attorney's fees, experts fees, and other reasonable costs of litigation) arising from, incurred as a result of, or in any manner related to (1) your breach of the terms of this agreement, (2) your unauthorized or unlawful use of this Site, (3) the unauthorized or unlawful use of this Site by any person using your IDs; (4) your use of THIS WEBSITE and the information it contains.

In the event of any litigation or dispute by YOU (regarding THIS WEBSITE), YOU agree to pay all the costs of litigation, including attorney fees, legal expenses by all parties, including us, Court costs, any other costs associated with the litigation or dispute.

You agree that any unauthorized use of THIS WEBSITE would result in injury to THIS WEBSITE and/or its affiliates or licensors for which money damages could be inadequate, and in such event THIS WEBSITE, its affiliates and/or licensors, as applicable, shall have the right, in addition to other remedies available at law and in equity, to immediate injunctive relief against you and/or liquidated damages. Nothing contained in this Agreement shall be construed to limit remedies available pursuant to statutory or other claims that THIS WEBSITE, its affiliates and/or licensors may have under separate legal authority.

To ensure that disputes are dealt with soon after they arise, you agree that regardless of any statute or law to the contrary, any claim or cause of action you might have arising out of or related to use of our services, or websites, or these Terms of Use, must be filed within six months after the pertinent facts underlying such claim, or cause of action could have been discovered with reasonable diligence (or be forever barred).

You acknowledge and agree that, regardless of any statute or law to the contrary, any claim or cause of action you may have arising out of, or relating to, your use of THIS WEBSITE must be filed within 6 months after such claim or cause of action arises, or forever be barred.

If you have a claim for any reason, and your claim is denied or incorrect or improper, in whole or in part, for any legitimate reason (such as a Court decision or a decision by a government agency), you agree to compensate us for all our expenses to defend, and pay us \$50,000 per claim.

If, for any reason, we have any liability to you or any third party for any loss, harm, or damage, you and we agree that such liability, and/or maximum compensation or payment to you, shall be the lesser of \$100 dollars or the fees you paid us during the three (3) months immediately preceding the day the act or omission occurred that gave rise to your claim. You and we agree that the foregoing limitation of liability is an agreed allocation of risk between you and us and reflects the fees, if any, we charge you to use the site, our costs, and the need to provide information to the public and public policy. You acknowledge that, absent your agreement to this limitation of liability, we would not provide the website to you. You acknowledge that you have the choice of not using our site or the information therein posted.

#### DISPUTE RESOLUTION. JURISDICTION. CHOICE OF LAW

Your use of THIS WEBSITE shall be governed in all respects by the laws of the state and county of our choice in the U.S.A., and you waive any right to other choices. If that is not feasible, you agree that jurisdiction over and venue in any legal proceeding directly or indirectly arising out of or relating to THIS WEBSITE shall be in the state or federal courts located in Montgomery County, Maryland.

You expressly agree that the courts in the State and County of our choice, have exclusive jurisdiction over any claim or dispute with THIS WEBSITE or us or relating in any way to your use of THIS WEBSITE.

You agree and expressly consent to personal jurisdiction over you in the federal and state courts in the state and county of our choice, in connection with any such dispute including any claim involving THIS WEBSITE or its partners, parents, licensors, affiliates, subsidiaries, employees, contractors, officers, directors or suppliers.

In the event of any dispute, controversy or claim arising out of or related to this Agreement, you and us shall use reasonable effort to settle such disputes or differences. To this effect, we shall consult and negotiate each other with the aim to reach a solution satisfactory to each Party.

This agreement to resolve disputes includes all claims arising out of or relating to any aspect of THIS WEBSITE, T&C, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. You acknowledge and agree that, by entering into this Agreement, you are waiving the right to a trial by jury.

If you initiate litigation or any other proceeding against us instead of solving the dispute without litigation or Court, you agree to pay us reasonable costs and attorneys' fees incurred in connection with our disputes. You pay your own costs, attorney's fees and all other expenses, and waive any rights you may have to reimbursement or payment from us other than what is stated in this agreement.

Both Parties agree that each of them may bring claims against the other Party only in an individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.

A **waiver** by us on a matter or right or terms of this agreement shall not constitute a waiver in the future or in other circumstances. No waiver by us of any term of this Agreement shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing signed by Siguel.

Our failure to insist upon or enforce strict performance of any provision of these terms and conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any of these terms and conditions.

If in any circumstance, (a) we do not apply or enforce any provision of these T&C, it is not a waiver of that provision; (b) if we do not exercise any of the rights or remedies to which we are



entitled under this Agreement, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

If we have any dispute with you, you agree to waive any statute of limitations and allow us to file a complaint within 10 years (starting to count when we are allowed to start a complaint), given the complexity of the issues, our limited time, our efforts to resolve these matters without litigation.

THIS WEBSITE makes no representation that materials in THIS WEBSITE are appropriate or available for use in other locations, and access to them from territories where their content is illegal is prohibited.

### **Other; Complete Agreement; Changes to the Terms and Conditions**

In our sole discretion, we may assign this Agreement, in whole or in part, to any party at any time without notice to you, including the right to terminate anything on THIS WEBSITE. Please review these Terms and Conditions from time to time so you will be apprised of any changes.

We may assign rights and obligations under this Agreement, and may engage subcontractors in performing its duties and exercising its rights hereunder, without your consent. This Agreement shall be binding and shall continue for the benefit of the parties hereto and their respective successors and permitted assignees.

You may not assign or transfer this Agreement or any of its rights or obligations hereunder, without our prior explicit written consent.

Sometimes, to avoid the cost of litigation or for other reasons, we may waive a breach of a provision of this agreement. The waiver by us of a breach of any provision of this agreement shall not operate or be construed as a waiver of any other or a subsequent breach of the same or a different part of any provision or terms of this agreement.

These Terms and Conditions represent the entire understanding relating to the use of THIS WEBSITE and prevail over any prior or contemporaneous, conflicting or additional, communications. Any use of THIS WEBSITE after such posting shall be deemed to constitute acceptance of the revised Terms and Conditions by the user.

### **Merger**

These Terms and Conditions constitute the entire agreement between the parties with respect to the subject matter contained herein and supersedes any other agreement, proposals and

communications, written or oral, between THIS WEBSITE' representations and you with respect to the subject matter hereof; except that any other terms and conditions located on THIS WEBSITE or in connection with the Products and Services are incorporated herein by reference to the extent they do not conflict with these Terms and Conditions.

### **Non-waiver and separability**

If there is any conflict with or in these Terms and Conditions, all parties agree to choose the clauses or terms or conditions that minimizes our liability or damages.

The intent of these Terms and Conditions is to minimize liability, and/or harm and/or costs to us (including Dr. Siguel) to allow for the presentation of information.

Our failure to exercise any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision.

If a court of competent jurisdiction holds any provision of these Terms and Conditions to be invalid, the parties nevertheless agree that the court should give effect to the parties' intentions as reflected in these or remaining provisions, and agree that the other provisions of these Terms and Conditions remain in full force and effect.

If any part of this Agreement is held invalid or unenforceable, the remaining portions shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, to minimize liability and compensation or damages, and the remaining portions shall remain in full force and effect.

### **Successors and assigns**

Without in any way limiting the prohibition on your resale, assignment, sublicensing, or other transfer of rights or obligations, these Terms and Conditions shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

### **Termination; survival**

These Terms and Conditions shall continue in effect for as long as you use THIS WEBSITE, unless specifically terminated earlier by THIS WEBSITE. All provisions of these Terms and Conditions which impose obligations continuing in their nature shall survive termination of these Terms and Conditions.

This agreement is effective until terminated by us, at any time without notice. In the event of termination, you are no longer authorized to access THIS WEBSITE. The restrictions imposed

on you with respect to the disclaimers and limitations of liabilities in this agreement, shall survive.

### **No unlawful or prohibited use**

As a condition of your use of THIS WEBSITE, you will not use THIS WEBSITE for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use THIS WEBSITE in any manner that could damage, disable, overburden, or impair any server, or the network(s) connected to any server, or interfere with any other party's use and enjoyment of any websites. You may not attempt to gain unauthorized access to any websites, other accounts, computer systems or networks connected to any server or to any of THIS WEBSITE, through hacking, password mining or any other means.

### **Website and SERVICES**

We are NOT an entity subject to the American with Disabilities Act or other civil rights or antidiscrimination laws.

If we are subject to any such laws (federal or state), you agree that these T&C meet any requirement for accessibility or compliance with such laws, and you do not require anything more from us.

To the maximum extent applicable under the law, the Services and/or Website are provided on “as-is basis”.

You acknowledge and agree that your use of THIS WEBSITE and any Content uploaded, stored, published and displayed on or through THIS WEBSITE are in compliance with these T&C and all applicable laws, including laws of the jurisdiction where THIS WEBSITE or Content is uploaded, hosted, stored, accessed or used. You shall implement any restrictions necessary in order to prohibit use of THIS WEBSITE by any third party or in any jurisdiction, as required to comply with such laws.

You may not upload, store, publish and display on or through THIS WEBSITE any personal data, private or any other personally identifying information, images, videos of minors or any third party, without the consent of said party (or a parent's consent in the case of a minor). If you use THIS WEBSITE to upload, store, publish, display or otherwise disclose such information, you acknowledge and agree that you have obtained the prior consent of the said parties.

You are responsible to provide accurate and complete information about you and your organization (if you purchase on behalf of an organization) and promptly update all provided information. You are responsible for all your activity related to the use of THIS WEBSITE and the activity of any user who has access to THIS WEBSITE.

You declare that (1) you have technical knowledge necessary to ensure the proper use, administration, management of THIS WEBSITE; (2) you have sufficient knowledge about administering, designing and operating the functions facilitated by THIS WEBSITE necessary to take advantage of them.

When using THIS WEBSITE, you will ensure that you DO NOT use the servers or computer resources to our detriment (e.g., for cybercrime, malware, etc.).

You shall indemnify, defend and hold harmless US (including me), and our respective officers, directors, shareholders, employees, agents and representatives against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, whether or not a lawsuit or other proceeding is filed, that arise directly or indirectly from your acts or omissions.

You must obtain all equipment necessary to access and use THIS WEBSITE. It is your responsibility to use equipment, software or applications which are compatible with THIS WEBSITE. When accessing or using THIS WEBSITE you may not use equipment and/or software which are faulty or with malfunctions that may cause security issues with our servers, damage the integrity of the network and/or vulnerability of THIS WEBSITE.

You are solely responsible for obtaining all intellectual property rights in the intellectual property of others, including, but not limited to, clearances and/or other consents and authorizations necessary to use the names, marks or any content, materials which are used by you on, or transmitted through THIS WEBSITE.

If you use any third-party software on THIS WEBSITE, you warrant to us that you are duly licensed to use the software, and that the license grants sufficient rights to us to provide THIS WEBSITE. You agree to provide us with such license(s) upon request.

You acknowledge and agree not to make any modification or alteration of any part of THIS WEBSITE or related technologies.

You acknowledge and agree not to modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, create derivative works from, transfer or sell any content, software, contained on THIS WEBSITE, except where explicitly authorized by us in writing.

You acknowledge and agree that any information, articles, tutorials, guidelines or ideas may be provided by us only for your convenience and do not constitute official statements.

#### HIPAA DISCLAIMER

The Services provided by us may not comply with the federal Health Insurance Portability and Accountability Act ("**HIPAA**"). You acknowledge and agree that THIS WEBSITE may not be appropriate for the storage or control of access to sensitive data, such as information about children or medical or health information. Customers requiring secure storage of "protected health information" as defined under HIPAA are expressly prohibited from using THIS WEBSITE for such purposes. Storing and permitting access to "protected health information" is a material breach of these T&C, and grounds for immediate termination of the Agreement. We will not sign "Business Associate Agreements" and you acknowledge and agree that we are not a Business Associate or subcontractor of yours pursuant to HIPAA.

#### USER CONTENT. MONITORING OF USER CONTENT

If we authorize it, in writing, You may upload, store, publish, display and disclose information, text, files, emails, images, designs, graphics, videos, sounds, software and other content on or through THIS WEBSITE ("**User Content**"). User Content includes any content posted by you or by users of any of your websites hosted through THIS WEBSITE ("User Websites"). You are solely responsible for any and all User Content and any transactions or other activities conducted on or through User Websites. By posting or disclosing User Content on or through THIS WEBSITE, you represent and warrant to us that (1) you have all necessary rights to display and disclose such content, and (2) your posting or disclosure of User Content does not violate our rights or any third party.

You hereby grant us a worldwide, non-exclusive, royalty-free, perpetual, irrevocable right and license to use, modify, publicly perform, publicly display, reproduce, excerpt (in whole or in part), publish, distribute "User Content", including to make back-up copies of User Content and User Websites without any payment.

You hereby agree that we shall have no liability due to or arising out of any action that we may or may not undertake regarding or concerning User Content.

## **LINKS**

THIS WEBSITE may contain link(s) to other websites operated by or with content provided by third parties. You understand and agree that we have no control over any such third-party websites or their content and will have no liability arising out of or related to your use of any third-party websites or their content. We shall not bear any responsibility for any legal documents (agreements, terms and conditions, policies and etc.), content and practice of any third-party websites. The existence of any third-party links does not constitute endorsement of such websites, their content, or their operators.

We are not responsible for the content, data, or actions of third parties, and you release us, our directors, officers, employees, and agents from any claims and damages, known and unknown, arising out of or in any way connected with any claim you have against any such third parties. No ideas or information, whether oral or written, obtained by you from us or through or from our services creates any warranty not expressly stated in these Terms of Use.

Any material downloaded or otherwise obtained through your use of our services is done at your own discretion and risk, and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material. You agree that we have no responsibility or liability for the deletion of, or the failure to store or to transmit, any content or communication maintained by the service. We retain the right to create limits on use and storage at our sole discretion at any time with or without notice.

You acknowledge and agree that third-party links on THIS WEBSITE may contain affiliate tracking and we may collect a share of sales or other compensation from such links.

The terms of this section shall survive any termination of these T&C.

All appropriate clauses or articles shall survive the termination of this Agreement.

## **COMPLAINTS**

Contact us via mail to the following address:

PO Box 10187, Gaithersburg, MD 20898

Due to the large volume of mail, spam and scams, we may not notice your communication.

When you submit a complaint, we will acquire any and all personal data included in the complaint and/or needed to resolve the matter. You agree to respond to document requests, interrogatories and requests for admissions, without limitations, as such discovery requests are defined in Fed Rules Civil Procedure (FRCP).

This Agreement does not create any agency, partnership, joint venture, or franchise relationship. Neither party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever.

**Severability.** If any one or more of the provisions contained herein or our applicable policies shall, for any reason, be held invalid, illegal or unenforceable in any respect, such provision(s) will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law. You agree and understand that the validity of, or enforceability of any other provision of this Agreement and the policies announced on our site shall not be affected.

You may find some material objectionable or erroneous: Because we provide a wide array of content that is produced or gathered by fellow users, you may encounter material that you find offensive, erroneous, misleading, mislabeled, or otherwise objectionable. We therefore ask that you use common sense and proper judgment when using our services.

Although we host information that pertains to topics, including medical, legal, or financial issues, this content is presented for general informational purposes only. It should not be taken as professional advice. Please seek independent professional counseling from someone who is licensed or qualified.

**We encourage you to be civil and polite in your interactions with others in the community, to act in good faith. These activities are not allowed**

- Harassing and Abusing Others
- Engaging in or encouraging harassment, threats, stalking, spamming, or vandalism;
- Transmitting chain mail, junk mail, or spam to other users.
- Disclosing cell phones or email of other people without their permission.
- Infringing the privacy rights of others

- Soliciting personally identifiable information for purposes of harassment, exploitation, violation of privacy, or any promotional or commercial purpose not explicitly approved by us, in writing
- Soliciting personally identifiable information from anyone under the age of 18 for an illegal purpose or violating any applicable law regarding the health or well-being of minors.
- Posting content that constitutes libel or defamation;
- Attempting to impersonate another user or individual, misrepresenting your affiliation with any individual or entity, or using the username of another user with the intent to deceive;
- Engaging in fraud.
- Infringing copyrights, trademarks, patents, or other proprietary rights under applicable law.
- Posting child pornography or any other content that violates applicable law concerning child pornography;
- Posting or trafficking in obscene material that is unlawful under applicable law;
- Using the services in a manner that is inconsistent with applicable law.
- Posting or distributing content that contains any viruses, malware, worms, Trojan horses, malicious code, or other device that could harm our technical infrastructure or system or that of our users;
- Engaging in automated uses of the site that are abusive or disruptive of the services
- Disrupting the services by placing an undue burden on a website or the networks or servers connected with a website;
- Disrupting the services by inundating any websites with communications or other traffic that suggests no serious intent to use the website for its stated purpose;
- Knowingly accessing, tampering with, or using any of our non-public areas in our computer systems without authorization;
- Probing, scanning, or testing the vulnerability of any of our technical systems or networks



These T&C do not create an employment, agency, partnership, or joint venture relationship between you and us. If there is any conflict between these T&C and a signed written agreement between you and us, the signed agreement will control.

## OUR CONTENT. INTELLECTUAL PROPERTY RIGHTS

We retain ownership of all intellectual property rights related to the provisioning of THIS WEBSITE. We grant you a non-exclusive, non-transferable limited license to access and use THIS WEBSITE, not for commercial purposes.

All trademarks, product names, services, software, script, source code, content, graphics, videos on THIS WEBSITE, logos or slogans (“website” or our “content”) used by us are owned by or licensed to us. You acknowledge and agree not to modify, copy, reproduce, download, transmit, distribute, sell, license, publish, broadcast, create derivative works from, or store our content for purposes other than using THIS WEBSITE, without our express prior written consent.

### **Intellectual Property Rights**

Unless otherwise agreed to in writing by us, you have no expectation of compensation for any activity, contribution, or idea that you provide to us, the community, or THIS WEBSITE or related entities.

These T&C were written in English (U.S.). In the event of any differences in meaning between the original English version and a translation, the original English version takes precedence.

The words, design, layout, graphics, T&C, images, information, materials, documents, data, databases and all other information and intellectual property accessible on or through THIS WEBSITE (“Content”) is our property and is protected by intellectual property laws.

If you view, purchase or access THIS WEBSITE or any of its Content, you will be considered our Licensee. For the avoidance of doubt, you are granted a revocable, non-transferable license for personal, non-commercial use only, limited to you only.

Earnings Disclaimer. You acknowledge that we have not and do not make any representations as to the health, physical, mental, emotional, spiritual or health benefits, future income, expenses, potential profitability or loss of any kind that may be derived as a result of your use of THIS WEBSITE or its Content. We cannot and do not guarantee that you will attain a particular result, positive or negative, financial or otherwise, through the use of THIS WEBSITE or its Content and you accept and understand that results differ for each individual. We also expressly disclaim

responsibility in any way for the choices, actions, results, use, misuse or non-use of the information provided or obtained through the use of THIS WEBSITE or its Content. You agree that we are not liable or responsible in any way for your results.

### **Compliance with Applicable Law.**

You agree to comply with all applicable laws, rules, and regulations, including without limitation all local rules where you reside or your organization is located, regarding your use of THIS WEBSITE or related Services.

### **ADVERTISERS**

Your business dealings with, or participation in promotions of, advertisers found on or through THIS WEBSITE, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that us (including me) are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on THIS WEBSITE.

We are not responsible for the availability of external sites or resources, and do not endorse and are not responsible, or liable, for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that us (including me) 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 use of or reliance on any such content, goods or services available on or through any such site or resource.

We request you read the terms, conditions, notices, disclaimers of websites such as Wikipedia.org and others that provide information about life (health, politics, laws, etc.). We incorporate them by reference to use them to minimize our risk of liability or damages, and lower any damages we may have to pay. Our purpose is to provide information that people may or may not find useful. And do it properly while minimizing any money we may have to pay. Some of the articles may be considered inappropriate. They could be used improperly or by people without adequate expertise or experience or understanding.

If you need advice on any topic, in contrast to reading for entertainment (for example, advice on health, legal, financial, risk management, lifestyle, family), you must seek a professional licensed or appropriate for that topic.

DO NOT RELY UPON ANY INFORMATION FOUND HEREIN.

We occasionally present experiences, testimonials, and insights about other people's experiences with THIS WEBSITE for purposes of illustration or entertainment only. They are often fake or contain incomplete data or misrepresentations to prevent disclosure of individuals or for other reasons.

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(a) all information on THIS WEBSITE is copyrighted; see conditions for **use and permission to reproduce**; and (b) the information on THIS WEBSITE is not medical advice, not legal advice, not professional advice, merely a general scientific discussion or information for entertainment. See your professional before undergoing any diet, exercise, or medical program, legal actions, etc. **Warnings & disclaimers**.

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