

TableHealthTC.Com
TERMS OF USE AGREEMENT

Effective Date: _____

The TableHealthTC.Com website and its associated services and content (collectively “Website”) is owned and operated by Table Live Better, PLLC (“Table Health”, “our”, “us”, “we”), a Michigan professional limited liability company with its principal place of business in Traverse City, Michigan. Table Health has adopted this Terms of Use Agreement (“Agreement”) to inform you (“User(s)”) of your rights and duties when using the Website. If you do not agree with the terms and conditions of this Agreement, you are expressly prohibited from using the Website and must discontinue your use immediately.

Please read this agreement carefully before accessing or using the website and associated services. By accessing or using the website, you agree to be bound by the terms and conditions of this agreement.

Table Health may, from time to time, and reserves the right, in its sole and absolute discretion, to modify, limit, change, discontinue, or replace the website or this agreement. In the event Table Health modifies, limits, changes, or replaces the website or this agreement, your use of the website after said modification, limitation, change, or replacement constitutes your manifestation of assent to the modification, limitation, change, or replacement.

Definitions

As used in this Agreement:

- **“Account”** means either: A Member’s account through which they can manage their medical records, prescriptions, and other information related to their health care membership, as well as communicate with Table Health; a Client’s account through which they can manage their Table Health Services; or an Employer’s account through which they can manage their healthcare plan with Table Health.
- **“Member(s)”** mean individuals that have enrolled in a monthly membership with Table Health, either individually or through their Employer. Members enter into a separate agreement with Table Health pursuant to their membership.
- **“Client(s)”** mean individuals that receive a la carte services and other packages from Table Health, but do not necessarily enter into a membership.
- **“Employer(s)”** means businesses and companies that enter into a healthcare plan with Table Health to provide their employees. Employers enter into a separate agreement with Table Health pursuant to their healthcare plan.
- **“User(s)”** means all individuals that visit/access the website, including Members, Clients, and Employers, as well as individuals that register for online courses and events.
- **“You / Your / You’re”** means Users.

About the Website

Table Health's Website provides Users with the opportunity to learn more about Table Health's service offerings – such as memberships, direct primary care, weight loss, online courses, the Movement Studio, events, and the Table Market – as well as provide information regarding Table Health's healthcare solutions for Employers; introduce Table Health's staff; and offer educational resources. The Website also allows Users to access their Account to manage information such as medical records, prescriptions, healthcare plans, services received, packages purchased, and other information, as well as communicate with Table Health.

Warranties and Representations

You warrant and agree that you have the right and legal capacity to enter into this Agreement and to adhere to its terms and conditions. You warrant that you are a human individual that is eighteen (18) years of age or older. If you are under eighteen (18) years of age, you must present this Agreement to your parent or legal guardian for their review. You warrant that you are not prohibited from assenting to this Agreement by any pre-existing Agreement.

You warrant and represent that any and all information that you provide to Table Health and the Website is accurate and valid. You agree to comply in good faith with the terms of this Agreement.

You will not use the Website in any way that violates the rights of third parties, and you agree to comply with any and all applicable local, national, state, provincial, and international laws, treaties, and regulations. Given the global nature of the Internet, you agree to comply with all laws and rules where you reside or where you use the Website. The Website is operated in the United States and Table Health makes no representation that its Website or services or products are appropriate, lawful, or available for use in other locations.

Disclaimers

Table Health's Website does not offer medical advice. The educational resources, online courses, events, and other information featured on the Website are not intended to be a substitute for medical advice, diagnosis, and/or treatment. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something you read on this Website.

Ownership of Website and License

You acknowledge and agree that Table Health is the owner of, or has rights in and to, the Website and its associated content, including but not limited to all intellectual property rights. The Website is protected by all applicable laws and you are expressly prohibited from using the Website for any purposes not explicitly stated in this Agreement.

Table Health hereby grants you a limited, non-exclusive, non-sublicensable, royalty free, non-assignable, and revocable license to use the Website for its customary and intended purposes. Violation of the terms of this Agreement or use of the Website for a use outside of its customary and intended purposes, such as, but not limited to downloading (other than page caching) or modifying the Website or any portion of it will result in the termination of this

license. The license is revocable at any time, and any rights not expressly granted in this Agreement are reserved to Table Health.

Intellectual Property

All trademarks (common law or registered) and copyrights (common law or registered) displayed on this Website are the property of their respective owners. Specifically, all online courses, photographs, and other content featured on the Website are copyrighted and owned by Table Health, unless otherwise stated. All Table Health marks are the property of Table Health, including, but not limited to, TABLE HEALTH and all Table Health logos. The Website, including its look and feel, color selections, layout, and arrangement, is the trade dress of Table Health. You are prohibited from using Table Health's trademarks, service marks, and trade dress, or any colorable imitation of the same, to indicate any source of sponsorship, approval, affiliation, connection, or association with your goods or services without the prior written consent of Table Health.

Website Use & Account

Visiting and using the Website is free, while some events and online courses require registration and payment to attend. Members, Clients, and Employers may create an Account through the Website.

When contacting Table Health; registering for an online course or event; or creating an Account through the Website, you are agreeing to receive email notifications from Table Health and other third-parties. The email notifications from Table Health contain an unsubscribe feature that allows you to "opt out" from future notifications. Please see the Website's Privacy Policy, which is incorporated into this Agreement by reference, regarding the collection and use of this and other information about you. User information will be used consistent with the Privacy Policy. Table Health does not endorse you or discriminate based upon any information provided by you or made available through the Website.

You have a duty to ensure that the information provided through the Website and within your Account is truthful, current, complete, and accurate. You understand and agree that you have an ongoing duty to update and keep current the information provided through the Website if and when that information changes. You are expressly prohibited from providing information that in a way impersonates another person, contains offensive or obscene language, or otherwise violates the rights of a third party. You expressly agree that you will not interfere with or disrupt a third party's enjoyment and use of the Website. Table Health reserves the right to restrict access to, monitor, suspend, disable, or delete Users' information at any time, in its sole discretion, and without prior warning. You agree to hold harmless and indemnify Table Health for any damages that arise out of or in relation to the use of the Website.

Users agree to keep their Account secure from unauthorized access. Users will login to their Account using an e-mail and password. Users should not reveal their passwords to others. Users agree that they alone are responsible for their Account and all associated activities. Users accept full responsibility for any and all use of their Account, whether authorized or unauthorized. In the case of unauthorized access to a User's Account, you agree to contact

Table Health immediately. Users agree to hold harmless and indemnify Table Health for any damages that arise out of or in relationship to the use of their Account.

Users may delete their Account by contacting Table Health at inbox@tablehealthtc.com and providing their full name and email address. If a User requests deletion of their Account, Table Health is under no obligation to preserve your data for any length of time and will not be responsible for any loss of data. Table Health is under no obligation to provide you with the data associated with your Website use and/or Account, except as otherwise provided in the Privacy Policy. Table Health recommends that you maintain your own backup of information submitted to the Website.

Payment for Online Courses and Other Service Offerings

When making a purchase from the Website for a Table Health online course or other service offering, payments are processed through a third-party payment processor, such as Stripe. By utilizing Stripe or any other third-party payment processor, you are agreeing to their separate Terms of Service.

Table Health reserves the right to charge and/or change the service fee at any time. Users agree that they are responsible for paying all applicable taxes, duties, levies, or charges imposed by any governmental entity anywhere in the world in connection with their use of the Website and purchases made therefrom. You understand and agree that Table Health will not be held liable for any User's failure to complete a transaction entered into through the Website.

Refund Policy

Table Health has a no refund policy.

Separate Agreements

Members agree and understand that, upon entering a membership with Table Health, they are bound by a separate agreement that dictates the specific terms and services of their membership. Similarly, Employers agree and understand that, upon entering a healthcare plan, they are bound by a separate agreement that dictates the specific terms and services of their healthcare plan. This Agreement serves to provide terms surrounding Members' and Employers' use of the Website only.

Prohibited Uses

You expressly agree that you will not use the Website to violate any law, statute, ordinance, regulation, or treaty, to violate the rights of third parties, or for a use outside of the customary and intended purposes of the Website.

Specifically, you are prohibited from:

- Posting or transmitting content that:
 - Infringes upon the intellectual property rights of others;
 - Threatens or encourages bodily harm and/or destruction of property or that is offensive, defamatory, derogatory, pornographic or obscene;

- o Promotes hate, violence, harassment, stalking, discrimination, terrorism, or intolerance of any kind based upon race, ethnicity, religion, sexual orientation, or disability;
- o Incites any illegal activity or unlawful sexual solicitation;
- o Relates to weaponry, controlled substances, gambling, or debt collection;
- o Raises support or defense of anyone alleged to be involved in criminal activity;
- o Impersonates another or is fraudulent, inaccurate, or misleading;
- o Constitutes an unwanted commercial solicitation, a phishing scam, a pyramid scheme, or a chain letter;
- o Intends to collect personal or personally identifiable information from others;
- o Violates any term or condition of this Agreement;
- Using a robot, spider, scraper, or other automated technology to access the Website;
- Framing, scraping, aggregating, hacking, reverse engineering, or crawling the Website;
- Reproducing, preparing derivative works, distributing copies, performing publicly, displaying publicly, or using for commercial purposes the Website or its content, whether in whole or in part;
- Imposing a disproportionate load on the Website or its server infrastructure or otherwise attempting to interfere with the operation of the Website;
- Attempting to gain access to the private data or personal information of a Website user or third party;
- Circumventing Table Health' technological and physical security measures;
- Suggesting an affiliation with or endorsement by Table Health.

If you encounter content or witness behavior that you believe is inappropriate and violates this Agreement, you may report it to Table Health by sending an email to: inbox@tablehealthtc.com.

Mobile Devices

The Website is fully accessible via a mobile device. To the extent you access the Website through a mobile device, your wireless carrier's standard charges, rates, and fees may apply. Table Health is not responsible for any fees or errors that occur while accessing the Website via mobile device.

Section 230 of Communications Decency Act

You acknowledge and agree that Table Health is an interactive computer service provider under Section 230 of the Communications Decency Act. Though Table Health may edit, remove, or control the content displayed through the Website, you agree that Table Health will not be considered an information content provider and will not be held liable for the republication of defamatory or tortious content created by third parties, whether through the Website or otherwise.

Third Party & Affiliate Links

You understand that the Website may contain links to third party websites, applications, or services that Table Health does not own or control. You agree that Table Health will not be held responsible or liable for the content of third-party websites, applications, or services and

that Table Health's inclusion of those websites, applications, or services within its Website does not constitute Table Health's endorsement of, recommendation of, or affiliation with any of those websites, applications, or services.

No Endorsement

From time to time, Table Health will refer to commercial products, processes, services, experts, and/or websites. Any reference is not intended to be an endorsement or statement that the information provided by the other party is accurate. Table Health does not endorse any commercial product, process, service, expert, or website. The views and opinions of affiliates, contributors, and others expressed on this Website do not necessarily state or reflect those of Table Health and are not intended to be used for product endorsement purposes.

Term and Termination

This Agreement will remain in full force and effect so long as the Website is in operation. Table Health may terminate this Agreement without liability at any time, without notice, and for any reason, including but not limited to for your violation of a term or condition of this Agreement.

Disclaimer of Warranties

Table Health disclaims any responsibility for any harm or liability arising out of or related to your use of the website. Table Health provides the website, products, and services provided through the website on an as-is basis and without warranty of any kind, whether express, implied, or statutory, including but not limited to warranties of merchantability, fitness for a particular purpose, title, accuracy, completeness, non-infringement, or quality. Some jurisdictions do not allow an exclusion of implied warranties. If you are located in such a jurisdiction, this exclusion may not apply.

Table Health will not be held liable or responsible for any content posted on the website, including but not limited to any advice or marketing provided by any third party, any third-party links posted on the website, or any content transmitted through the website. Table Health is a service provider and does not assume responsibility for any error, omission, interruption, deletion, defect, alteration, and/or destruction of identity. Table Health reserves the right to discontinue the website at any time.

Table Health will not be held liable for network, internet, computer, hardware, or software program malfunctions, failure, delays, or difficulties with the website at any time.

Limitation of Liability

Table Health will not be liable to you under any legal theory for any damages, claims, injuries, judgments, costs, or liabilities arising out of or related to your use or misuse of the Website or services available thereon, including, but not limited to, loss of business, loss of income, special damages, incidental damages, consequential damages, punitive damages, or exemplary damages. You understand and agree that the maximum amount that Table Health can be held liable to you under any circumstance is the amount that you paid, if any, for products or services through the website, and in no case will that amount exceed \$100. If no amount is paid by you to Table Health, you agree that you will be limited to injunctive relief only unless otherwise permitted by law.

The website may contain technical inaccuracies or typographical errors or omissions. Table Health is not responsible for any such typographical, technical, or pricing errors listed on the website.

Some jurisdictions do not allow the exclusion or limitation of damages. If your jurisdiction does not allow the exclusion or limitation of damages, you should seek legal counsel to understand your legal rights under the law.

Indemnification

You agree to hold harmless, indemnify, and defend Table Health, its officers, employees, agents, successors, and assigns, from and against any and all claims, demands, losses, damages, rights, and actions of any kind, including, but not limited to, property damage, infringement, personal injury, and death, that either directly or indirectly arise out of or are related to your use of the Website, your use or provision of any services made through the Website, your reliance upon advice provided through the Website, your submission of User Generated Content to the Website, your violation of any term or condition of this Agreement, your violation of any applicable law, statute, ordinance, regulation, or treaty, whether local, state, national, or international, or your violation of the rights of a third party.

Your obligation to defend Table Health under the terms of this Agreement will not provide you with the right to control Table Health' defense, and Table Health reserves the right to control its defense and choose its counsel regardless of your contractual requirement to indemnify Table Health.

No Assignment

You acknowledge and agree that you are prohibited from assigning your rights and obligations under this Agreement. Table Health may assign its rights and obligations under this Agreement at any time, including but not limited to in a sale of the Website.

Jurisdiction, Governing Law, and Resolution of Disputes

This Agreement will be interpreted, governed, construed, and enforced in accordance with the laws of the United States of America and the State of Michigan without giving effect to any conflicts of laws principles. The parties submit to and agree to personal jurisdiction in Michigan, with venue proper in Traverse City, Michigan.

You and Table Health agree that arbitration will be the exclusive forum and remedy at law for any disputes arising out of or relating to this agreement, your use of the website, or the purchase of products or services from Table Health, including any disputes concerning the validity, interpretation, violation, breach, or termination of this agreement. Arbitration under this agreement will be held in Traverse City, Michigan and in accordance with the most recently effective commercial arbitration rules of the American Arbitration Association. The arbitration proceeding will be decided by a single arbitrator and the arbitrator will decide the arbitration proceeding by applying the laws and legal principles of the State of Michigan and the federal laws of the United States. The losing party will be required to pay the prevailing party's reasonable attorneys' fees. You and Table Health agree that the situs of this agreement is in

the State of Michigan. You and Table Health agree to submit to the exclusive personal jurisdiction of any such arbitrator or arbitration proceeding.

Severability

If any provision of this Agreement is found to be invalid or unenforceable for any reason whatsoever, the remaining provisions will remain valid and unimpaired and will continue in full force and effect.

Integration

Table Health hereby incorporates its Privacy Policy into this Agreement. This Agreement and its incorporated Privacy Policy constitutes the entire agreement between the parties with respect to the use of the Website. You acknowledge and agree that any additional provisions that may appear in any communication from you will not bind Table Health.

No Waiver

You understand and agree that no term or provision of this Agreement will be deemed to have been waived and no breach will be deemed to have been consented to unless said waiver or consent is in writing and signed by the party to be charged.

Child Online Privacy Protection Act

The Website is not directed to persons under the age of eighteen (18) and Table Health will not knowingly collect personally identifiable information from children under the age of eighteen (18) without the consent from the child's parental guardian.

If Table Health inadvertently collects such personally identifiable information, Table Health will delete the personally identifiable information in accordance with its security protocols.

Limitation on Actions

Table Health and you both agree that any cause of action arising out of or related to the Website or any products or services purchased through the website must commence within one year after the cause of action accrues. Failure to assert said cause of action within one year will permanently bar any and all relief.

You will only be permitted to pursue claims against Table Health on an individual basis, not as a plaintiff or class member in any class or representative action or proceeding and you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.

Reservation of Rights

All rights not expressly granted herein are reserved to Table Health.

Notice

Any notice required by this Agreement must be in writing and must be emailed to: inbox@tablehealthtc.com.

This Agreement is enforced by the Internet lawyers of [Traverse Legal, PLC](#).