

# Terms of Use

Last Updated: 12/28/2016

This Terms of Use Agreement (the “Agreement”) is a legal agreement between you and the Wellness Roundtable (“Wellness RT,” “we” or “us”) governing your use of our website: [www.wellnessroundtable.com](http://www.wellnessroundtable.com) (the “Website”). Through the Website, we offer you the opportunity to connect with advisors (“Advisors”) to receive information and advice on a variety of issues related to health and wellness. By using or accessing the Website, including merely browsing, or using the services and/or resources available or enabled via the Website, you agree to be legally bound by this Agreement.

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## Our Intellectual Property Rights

All text, logos, designs, graphics, trade dress, characters, interfaces, code, software, images, sounds, videos, photographs and other content appearing on or through the Website (the “Content”) are protected intellectual property of, or used with permission or under license by, the Wellness RT. Such Content may be protected by copyright, trademark, patent or other proprietary rights and laws. This includes the entire Content of the Website, copyrighted and protected as a collective work. All intellectual property rights associated with the Website, and related goodwill, are proprietary to us or our licensors. You do not acquire any right, title or interest in any Content by accessing or using the Website. Any rights not expressly granted herein are reserved. Except as set forth below, the use of any Content available on the Website is strictly prohibited.

We grant you a limited license to access and use the Website and its Content for personal and informational purposes. No Content from the Website may be copied, reproduced, republished, downloaded, posted, performed, displayed, transmitted, or distributed in any way without written permission of the rights owner, except that you may download or print one copy of specific Content or software made available for your downloading or printing for your personal, non-commercial home use, subject to your compliance with this Agreement and solely for as long as you continue to be permitted to access the Website. To use Content under such an exception, you must (a) keep intact any copyright, trademark or other proprietary notices, (b) use such Content pursuant to any licenses associated with such Content, (c) not copy or post such Content on any networked computer or broadcast it in any media, (d) make no modifications to any such Content, and (e) make no additional representations or warranties relating to such Content. Except as otherwise expressly authorized herein or in writing by us, you agree not to reproduce,

perform, display, transmit, modify, rent, lease, loan, sell, distribute, or create derivative works based (in whole or in part) on all or any part of the Website or the Content.

## Your Authorized Use

While using the Website, you are required to comply with all applicable statutes, orders, regulations, rules, and other laws. You may not use the Website for any fraudulent or unlawful purpose, and you may not take any action to interfere with the Website or any other user's use of the Website. In addition, we expect users of the Website to respect the rights and dignity of others. By way of example and not of limitation, you may not do any of the following without our consent:

- Post, upload, share, transmit, distribute, facilitate distribution of or otherwise make available to or through the Website anything that is unlawful, harmful, harassing, defamatory, threatening, intimidating, fraudulent, tortious, vulgar, violates privacy or publicity rights, infringes any intellectual property or violates any other proprietary rights of any third party, or is otherwise objectionable, including unauthorized or unsolicited advertising;
- Reproduce, duplicate, copy, publicly display, frame, mirror, sell, resell or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Website;
- Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Website; or express or imply that we endorse any statement you make;
- Remove any copyright, trademark or other proprietary rights notice from the Website or materials originating from the Website;
- Violate, or attempt to violate, the security of the Website;
- Disseminate on the Website any viruses, worms, spyware, adware, or other malicious computer code, file or program that is harmful or invasive or is intended to damage or hijack the operation of, or monitor the use of, any hardware, software or equipment;
- Use scripts, macros or other automated means to impact the integrity of voting, ratings or similar features;
- Use any data mining, bots, spiders, automated tools or similar data gathering and extraction methods, directly or indirectly, on the Website or to collect any information from the Website or any other user of the Website; or

- Assist or permit any persons in violating this Agreement or other applicable laws or rules governing the use of the Website.

## Content Submitted by You

You are responsible for any information, text, images, videos or other materials or content that you provide, post or transmit to or through our Website (“User Content”). You agree, represent and warrant that any User Content you provide, post or transmit on or through our Website is truthful, accurate, not misleading and offered in good faith, and that you have the right to transmit such User Content. You shall not upload, post or otherwise make available on or through the Website any User Content protected by copyright, trademark or other proprietary right of any third party without the express written permission of the owner of such right(s). You shall be solely liable for any damages resulting from any infringement of copyright, trademark, proprietary rights, or any other harm resulting from such User Content.

Certain services available on the Website will enable you to specify the level at which the Website will restrict access to your User Content (e.g., make it available to other users of the Website or not). You may be prompted to specify the level of restriction upon engaging the services or submitting your User Content. You are solely responsible for applying the appropriate level of access to your User Content. If you do not choose, the system may default to its most permissive setting.

By submitting User Content to us, subject to any applicable account settings that you select, you grant (or warrant that the owner of such information and material has expressly granted) to us a royalty-free, perpetual, irrevocable, and unrestricted right and license: (a) to use, reproduce, display, modify, adapt, publish, translate, perform, sublicense, transmit and distribute or otherwise make available to others such User Content (in whole or in part and for any purpose) worldwide; (b) to incorporate such User Content in other works in any form, media, product, service or technology now known or hereafter developed for any purpose, including sale, manufacture or advertising (and to exercise all intellectual property rights associated with such products or other works); and (c) to use your name, likeness and/or other biographical information in connection with such User Content. You also hereby grant each user of the Website a non-exclusive license to access your User Content through the Website, and to tag, rate, review, comment on, use, reproduce, distribute, display and perform such User Content as permitted through the functionality of the Website and under this Agreement. Additionally, you irrevocably waive any rights with respect to attribution of authorship of your User Content that you may have under any applicable law or legal theory. Notwithstanding the foregoing, please note that any personally identifiable information

you submit to us through our “Contact Us” forms, order or sign-up pages, job application portals or other forms of communication such as chatrooms, video chat, or video transmission that are intended to be confidential will be handled in accordance with our Privacy Policy and will not be publicly disclosed except as described in our Privacy Policy or otherwise approved by you.

## Secure User Accounts

Certain portions and offerings of our Website are accessible only to users who have registered with the Website and obtained login credentials (“Secure Users”). If you are a Secure User, you agree to accurately maintain and update any information about yourself and your account that you have provided to the Wellness RT.

You further agree that you are responsible for all activities that occur under your Secure User account. You are responsible for maintaining the confidentiality of your login credentials and you agree not to share your login credentials with any unauthorized parties. You also agree to notify us promptly of any unauthorized use of your login credentials or any other breach of security that you become aware of involving or relating to the Website by emailing us at [support@wellnessroundtable.com](mailto:support@wellnessroundtable.com).

The Wellness RT reserves the right to take any and all action, as it deems necessary or reasonable to maintain the security of the Website and your account, including without limitation, terminating your account, changing your password or requesting information to authorize transactions on your account.

**WE EXPLICITLY DISCLAIM LIABILITY FOR ANY AND ALL LOSSES AND DAMAGES ARISING FROM YOUR FAILURE TO COMPLY WITH THIS SECTION.**

## Feedback

You agree that submission of any ideas, suggestions, documents, and/or proposals to Wellness RT through the Website’s suggestion, feedback or similar pages (“Feedback”) is at your own risk and that Wellness RT has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Wellness RT a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sub-licensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the

foregoing rights, in connection with the operation and maintenance of the Website and its offerings.

## Interactive Sessions

We may host roundtable sessions (each, a “Session”) on the Website. Sessions are intended to serve as discussion centers. Any user failing to comply with this Agreement may be expelled from and refused continued access to Sessions in the future. You understand that our staff, our outside contributors, or other users connected with the Wellness RT may participate in Sessions or other aspects of the Website and may employ anonymous user names when doing so. You acknowledge that any personal information you communicate in Sessions may be seen and used by others. We are not responsible for information that you or others choose to communicate in Sessions, or for your actions or the actions of other users. The Wellness RT or its designated agents may remove or alter any information or content posted or otherwise disclosed in any Session at any time for any reason. IF YOU CHOOSE TO MAKE ANY OF YOUR PERSONALLY IDENTIFIABLE OR OTHER INFORMATION PUBLICLY AVAILABLE IN A SESSION OR OTHERWISE ON OR THROUGH THE WEBSITE, YOU DO SO AT YOUR OWN RISK.

## Monitoring

You acknowledge and agree that we reserve the right (but have no obligation) to do one or all of the following, at our sole discretion: (a) evaluate Content, including but not limited to User Content, before allowing it to be posted on or made available through the Website; (b) monitor Content; (c) alter, remove, reject, or refuse to post or allow to be posted, without notice to you, any Content, for any reason or for no reason whatsoever; provided, however, that we shall have no obligation or liability to you for failure to do so or for doing so in any particular manner; and/or (d) disclose any Content, and the circumstances surrounding its transmission, to any third party in order to operate the Website; to protect Wellness RT and the Website’s users and visitors; to comply with legal obligations or governmental requests; to enforce this Agreement; or for any other reason or purpose.

## Storage

The Wellness RT has no obligation to store, and has no responsibility or liability for the deletion of or failure to store, any Content, including but not limited to any User Content, unless expressly agreed to by the Wellness RT in writing elsewhere or as otherwise required by law.

## Changes to the Website and Offerings

We may make improvements and/or changes to the Website, its Content and/or offerings, add new features, or terminate all or a portion of the Website at any time without notice. We also: (a) reserve the right to change the services or goods advertised or offered through the Website, the prices or specifications of such services or goods, and any promotional offers at any time without any notice or liability to you or any other person; (b) cannot guarantee that services or goods advertised or offered on the Website will be available when requested or ordered or thereafter; (c) reserve the right to limit the services or goods offered; (d) do not warrant that information on the Website is accurate, complete, reliable, current or error-free; and (e) reserve the right to modify, cancel, terminate or not process orders (including accepted orders) where the price or other material information on the Website is inaccurate, where we have insufficient quantities or capabilities to fulfill an order or for any other reason in our sole discretion. If we do not process an order for such reason, we will either not charge you or will apply credit to the payment type used in the order. Some jurisdictions may not allow the exclusions and disclaimers of certain implied warranties, so some of the provisions of this section may not apply to you.

## Third-Party Content

Any information, statements, opinions or other Content provided by third parties, including but not limited to Advisors or other users, and made available on our Website are those of the respective provider(s) and not the Wellness RT. We do not guarantee the validity, accuracy, truthfulness, completeness, reliability or usefulness of any information, statement, opinion or other Content on our Website other than from an authorized Wellness RT representative acting in his or her official capacity. Under no circumstance will the Wellness RT be liable for any loss or damage caused, directly or indirectly, by your reliance on any such third-party Content.

## Links to Third-Party Websites

The Wellness RT may provide on the Website, solely as a convenience to users, links to websites operated by third parties. If you use these links, you will leave our Website. If you decide to visit any linked website, you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses or other destructive elements. The Wellness RT does not make any warranty or representation regarding, or endorse or otherwise sponsor, any linked websites or the information appearing thereon or any of the products or services described thereon. Links do not imply that the Wellness RT is legally authorized to use any trademark, trade name, logo or copyright symbol

displayed in or accessible through the links, or that any linked website is authorized to use any trademark, trade name, logo or copyright symbol of the Wellness RT.

YOU AGREE THAT YOUR USE OF THIRD-PARTY WEBSITES AND RESOURCES, INCLUDING WITHOUT LIMITATION YOUR USE OF ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS OR OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH WEBSITES AND RESOURCES, IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH WEBSITES AND RESOURCES.

## Social Media Pages

The Wellness RT may maintain a presence on social media websites, including Facebook, YouTube, LinkedIn and Twitter (collectively, “Social Media Pages”), to provide a place for the public to learn more about the Wellness RT and to share comments. All comments, visuals and other materials posted by visitors to our Social Media Pages do not necessarily reflect the opinions or ideas of the Wellness RT. All visitors to our Social Media Pages must comply with the respective social media website’s Terms of Use. We review some but not all postings to our Social Media Pages and may remove postings that we determine are inappropriate or offensive.

## Notice of Copyright Infringement

If you believe that any Content on the Website infringes upon any copyright which you own or control, you may send a written notification to our designated copyright agent (the “Designated Agent”), identified below, with the following information:

- a. A description of the copyrighted work or other intellectual property that you claim has been infringed, with sufficient detail so that we can identify the alleged infringing material;
- b. The URL or other specific location on the Website that contains the alleged infringing material described in (a) above, with reasonably sufficient information to enable us to locate the alleged infringing material;
- c. Your name, mailing address, telephone number and email address;
- d. The electronic or physical signature of the owner of the copyright or a person authorized to act on the owner’s behalf;
- e. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and



- f. A statement by you that the information contained in your notice is accurate and that you attest under penalty of perjury that you are the copyright owner or that you are authorized to act on the copyright owner's behalf.

Designated Agent: David Spierer

Email: [spiererd@gmail.com](mailto:spiererd@gmail.com)

If any user of the Website is deemed to be a repeat infringer, in our sole discretion, we will terminate such user's license to use the Website. Knowingly misrepresenting in a notification that material is infringing can subject you to damages, including costs and attorneys' fees, incurred by us or the alleged infringer.

## Updates to this Agreement

We may revise or otherwise change or update this Agreement. Please check the "Last Updated" legend at the top of this page to see when this Agreement was last revised. Changes will become effective immediately after they are posted. A current version of this Agreement showing the effective date is always available at this location. We encourage you to periodically review this Agreement to see if there have been any changes that may affect you. If you do not agree to this Agreement as modified, then you must discontinue your use of the Website. Your continued use of the Website will signify your continued agreement to this Agreement as it may be revised from time to time.

## Other Policies and Terms

This Agreement applies exclusively to your access to, and use of, the Website and does not alter in any way the terms or conditions of any other agreement you may have with the Wellness RT. Additional policies and terms may apply to use of all or portions of the Website and are incorporated by reference into this Agreement. Please refer to and review all additional specific terms and conditions as applicable, including the Wellness RT's [Privacy Policy](#).

## Termination

The Website and this Agreement are in effect until terminated by the Wellness RT. In addition to any right or remedy that may be available to the Wellness RT under applicable law, the Wellness RT may suspend, limit or terminate all or a portion of your access to the Website or any of its features at any time with or without notice and with or without cause, including without limitation, if the Wellness RT believes that you have violated or acted inconsistently with the letter or spirit of this Agreement. The provisions

of this Agreement concerning intellectual property rights, authorized use, user submitted content, disclaimers of warranty and medical advice, limitation of liability and indemnity, as well as any other provisions that by their nature should survive, shall survive any such termination.

You agree that if your use of the Website is terminated pursuant to this Agreement, you will not attempt to use the Website under any name, real or assumed. You further agree that if you violate this restriction after your use of the Website is terminated, you will indemnify and hold us harmless from any and all liability that we may incur therefor. We reserve the right to have all violators prosecuted to the fullest extent of the law.

Even after the termination of this Agreement or of your account or access to the Website, any User Content you have posted or submitted may remain on the Website or in our databases indefinitely.

## Child Privacy

If you are under the age of 18, please do not use or access the Website. It is not our intention to collect or use personal information from anyone under 18 years of age, and we will not knowingly do so. If we are made aware that we have collected any personal information from children under the age of 18, and are asked to delete such information from our databases, we will promptly do so.

## Disclaimer of Medical Advice

SOME OF THE CONTENT AVAILABLE ON THE WEBSITE MAY CONTAIN INFORMATION ABOUT MEDICAL CONDITIONS AND MEDICAL TREATMENTS. SUCH INFORMATION IS INTENDED AS AN EDUCATIONAL AID ONLY. IT IS NOT INTENDED AS MEDICAL ADVICE FOR INDIVIDUAL CONDITIONS OR TREATMENT. IT IS NOT A SUBSTITUTE FOR A PROFESSIONAL MEDICAL DIAGNOSIS, NOR DOES IT REPLACE THE NEED FOR SERVICES PROVIDED BY MEDICAL PROFESSIONALS.

ALWAYS SEEK THE ADVICE OF YOUR PHYSICIAN, PHARMACIST OR OTHER QUALIFIED HEALTH CARE PROVIDER WITH ANY QUESTIONS YOU MAY HAVE REGARDING A MEDICAL CONDITION OR TREATMENT OR A CHANGE IN YOUR PERSONAL CARE OR HEALTH CARE REGIME. NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF SOMETHING YOU HAVE READ OR HEARD ON THIS WEBSITE. WE ARE NOT RESPONSIBLE FOR THE RESULTS OF YOUR USE OF THE CONTENT,

INCLUDING, BUT NOT LIMITED TO, USERS' CHOOSING TO SEEK OR NOT TO SEEK PROFESSIONAL MEDICAL CARE, OR USERS' CHOOSING OR NOT CHOOSING SPECIFIC TREATMENT BASED ON THE CONTENT.

## Disclaimer of Warranty

THE WELLNESS RT DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, VALIDITY, ACCURACY, RELIABILITY OF, OR OTHERWISE RESPECTING THE CONTENT AVAILABLE ON THE WEBSITE OR ANY OTHER WEBSITES LINKED TO OR FROM THE WEBSITE. DOWNLOADING OR OTHERWISE OBTAINING ANY CONTENT THROUGH THE WEBSITE IS DONE AT YOUR OWN RISK. THE CONTENT OF THE WEBSITE IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, THE WELLNESS RT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

## Limitation of Liability

THE WELLNESS RT AND EACH OF ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE "RELEASEES") WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THE USE OF OR THE INABILITY TO USE THE WEBSITE, THE WEBSITE'S CONTENT OR LINKS, INCLUDING BUT NOT LIMITED TO DAMAGES CAUSED BY OR RELATED TO ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, COMPUTER VIRUSES OR LINE FAILURES. THE RELEASEES SHALL NOT HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY ACTS, OMISSIONS, CONTENT OR CONDUCT OF ANY USER, ADVISOR OR OTHER THIRD PARTY.

THE RELEASEES WILL ALSO NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## Indemnity

You agree to indemnify, defend and hold harmless the Releasees from and against any and all claims, damages, losses, costs (including without limitation reasonable attorneys' fees) or other expenses that arise directly or indirectly out of or from (a) your breach of any provision of this Agreement; (b) your activities in connection with the Website; or (c) unsolicited information you provide to the Wellness RT through the Website.

## Consent to Communication

When you use the Website or send communications to us through the Website, you are communicating with us electronically. You consent to receive electronically any communications related to your use of the Website. We may communicate with you by email or by posting notices on the Website. You agree that all agreements, notices, disclosures and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing. All notices from us intended for receipt by you shall be deemed delivered and effective when sent to the email address you provide to us. Please note that by submitting User Content, creating a Secure User account or otherwise providing us with your email address, postal address or phone number, you are agreeing that we or our agents may contact you at that address or number in a manner consistent with our [Privacy Policy](#).

## Effect of Invalidity

In the event a court having jurisdiction finds any portion of this Agreement unenforceable, that portion shall not be effective and the remainder of the Agreement shall remain effective.

## Waivers

No waiver, express or implied, by either party of any breach of or default under this Agreement will constitute a continuing waiver of such breach or default or be deemed to be a waiver of any preceding or subsequent breach or default.

## International Users

The Website is controlled, operated and administered by the Wellness RT (or its licensees) from its offices within the United States of America and is not intended to subject the Wellness RT to the laws or jurisdiction of any state, country or territory other than that of the United States. THE WELLNESS RT DOES NOT REPRESENT OR WARRANT THAT THE WEBSITE OR ANY PART THEREOF IS APPROPRIATE OR

AVAILABLE FOR USE IN ANY PARTICULAR JURISDICTION OTHER THAN THE UNITED STATES. Those who choose to access the Website do so on their own initiative and at their own risk, and are responsible for complying with all statutes, orders, regulations, rules and other laws of applicable jurisdictions.

## Choice of Law

You agree that any dispute in connection with the Website, this Agreement or the [Privacy Policy](#) will be governed by the laws of the State of New York and the United States of America. You also consent to the adjudication of any disputes arising in connection with the Website in the state courts located in Nassau County, New York and the federal courts of the Eastern District of New York.

## Contact

If you have questions about this Agreement, or if you have technical questions about the operation of the Website, please contact us [here](#) or by phone at [1-877-WRTable](tel:1-877-WRTable).