

## TERMS AND CONDITIONS OF USE

**Do not use these services for medical emergencies. If you need urgent help, call 911 or seek proper medical care immediately.**

These Terms of Use (or “Terms”) are entered into between you and THE DOCTORS AID, LLC including any current and/or future affiliate entities (collectively, “COACH,” “THE DOCTOR SAID,” “we,” “us,” or similar terms) and constitute a legally binding agreement between you and THE DOCTORS AID, LLC. “You,” “your,” and similar terms refer to you, as an individual, as well as the business or entity on whose behalf you are using or visiting this website, as well as any person or entity that has rights through you, “the “Content”, “Website,” “site” or similar terms means this website, with a home page located at [www.THEDRS AID.com](http://www.THEDRS AID.com), content shared with you via thedoctorsaid, LLC and its affiliates, and all subordinate pages on social media and the internet. The Website will allow you to learn more about the Content, subject to the terms and conditions of these Terms. The Website and Content, and all information and materials contained in or offered thereby, are collectively referred to as the “Services” ,or “ content”, or “material”, or other similar indicative description.

**YOUR AGREEMENT TO THESE TERMS OF USE INCLUDES AN AGREEMENT TO ARBITRATE ALL CLAIMS AND DISPUTES, A CLASS ACTION WAIVER, INDEMNIFICATION OBLIGATIONS AND LIMITATIONS OF LIABILITY, AS DESCRIBED FURTHER BELOW.** These provisions affect your rights and remedies under these terms. Please review them carefully before accessing or using the services or making any purchases.

**THE SERVICES AND ALL CONTENT CONTAINED THEREIN ARE THE PROPERTY OF THE DOCTORS AID, LLC ITS AFFILIATES AND RELATED ENTITIES AND ITS LICENSORS AND ARE PROTECTED BY INTERNATIONAL AND U.S. COPYRIGHT, TRADEMARK, AND OTHER INTELLECTUAL PROPERTY LAWS. THE DOCTORS AID, LLC RESERVES ALL RIGHTS TO TAKE APPROPRIATE ACTION TO TERMINATE ANY SUCH INFRINGEMENTS.**

### **Not Medical Advice**

The information on any THE DOCTORS AID, LLC, website or online presence, including THE DRSAID.COM and the Content, and including all texts, graphics, images or other material, is for informational purposes only and may not be appropriate or applicable for your individual circumstances. **The Services do not provide medical, professional, or licensed advice and are not a substitute for consultation with a health care professional. Please see disclaimer,** you must seek medical advice from a qualified health care professional for any questions. Do not use the posted Services for medical diagnosis or treatment. No part of the

Services constitutes or implies a representation or warranty regarding the safety, suitability, or effectiveness of any device, procedure, or treatment for individual users. All recommendations provided are general in nature and are not tailored to specific persons or medical conditions.

Your reliance on any information on the Services is solely at your own risk. We do not guarantee the accuracy, completeness, or quality of information on the Services and accept no liability. We may withdraw or change the Services or their content at any time without notice.

### **Your Agreement to these Terms of Use**

By using or visiting the Services, or otherwise clicking “I Agree,” “Submit,” or a similar button or checkbox when prompted, you accept and agree to these Terms of Use as well as to the terms of our privacy policy, including all updates and revisions to either document. We exert every effort to protect your privacy, but we are not responsible for privacy breaches. We encourage you to ask any questions. If you are dissatisfied with the Services or these Terms of Use, you agree that your sole and exclusive remedy is to discontinue using the Services.

### **Based in U.S.**

THE DOCTORS AID, LLC is based in the United States (U.S.). The company does not guarantee that the information or materials found on or accessed through its Services are suitable or available outside the U.S. If you decide to access or use the Services from another location, you do so at your own risk and are responsible for following all laws, rules, and regulations that apply in your area. We do not take responsibility for any non-U.S. laws, rules, or regulations.

### **Eligibility**

The Services are for adults 18 and older. By using them, you confirm that you meet all age and eligibility requirements.

### **Non-Commercial Use; Intellectual Property Ownership**

If you comply with these Terms, THE DOCTORS AID, LLC gives you a limited, personal license to access and view its Services and Content for non-commercial use. You may not claim any affiliation with or authorization from THE DOCTORS AID, LLC by using the Services.

All website materials—including design, text, graphics, trademarks, photos, videos, and other content—are owned by THE DOCTORS AID, LLC and protected by intellectual property laws. THE DOCTORS AID, LLC will take action against infringement and terminate violators.

You may use materials from the Services only for your personal, non-commercial purposes. If permitted to e-mail, download, or print materials, you must include all copyright and proprietary notices and not share copies with others. Downloading or copying is allowed only under fair use

law and these Terms. Posting, sharing, or displaying videos or content from the Services on other websites, apps, or online platforms is strictly prohibited.

You and any third party are prohibited from reproducing, displaying, performing, distributing, or using materials from the Services for public or commercial purposes. You also may not remove, obscure, or alter proprietary notices, including copyright and trademark information, on any content.

### **Terms of Service Clause**

Unauthorized commercial use of the Protected Identity or intellectual property (including courses and presentations) without written consent is a material breach of these Terms. You agree to pay THEDOCTORSAID, LLC \$10,000 for each violation as liquidated damages.

You agree to use the Services only as permitted by these Terms of Use. You must not: (i) reproduce, modify, create derivatives of, or exploit any part of the Services; (ii) rent, sell, license, assign, distribute, or otherwise make the Services available to others; (iii) reverse engineer or attempt to access the software components; (iv) remove proprietary notices; or (v) use the Services in ways that violate intellectual property or other rights.

THEDOCTORSAID, LLC reserves the right to terminate access to any or all features of the Services at any time, for any reason. We may take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services.

You are responsible for:

- Accessing the Services.
- Ensuring all users on your internet connection follow these Terms of Use.
- Any general or protected health information you share on our website.

We may block, limit or terminate your access to the Services for any reason, including if: (i) you violate these Terms of Use; (ii) you violate any applicable law or regulation relating to your use of the Services; (iii) you engage in any conduct which we, in our sole discretion, believe is offensive, harmful, defamatory or otherwise harmful to us or others; or (iv) you breach any other agreement with us.

The Services may allow you to create a user account, and you may need to provide certain registration details or other information to access the Services or some of the features it offers. It is a condition of your use of the Services that all the information you provide in connection with the Services is correct, current, and complete. You agree that all information you provide to THEDOCTORSAID, LLC or our service providers is governed by our Privacy Policy, and you hereby expressly consent to all actions we take with respect to your information consistent with our Privacy Policy.

Your account credentials are personal to you. You are responsible for maintaining the confidentiality of your account and password, and you agree to accept responsibility for all activities that occur under your account or log-in credentials. THEDOCTORSAID, LLC reserves the right to refuse service, terminate accounts or credentials, or remove or edit content at any time with or without notice.

## **Service Access Restrictions**

THEDOCTORSAID, LLC may block, limit, or terminate your access to the Services at any time and for any reason.

The Services may require you to create a user account. To access the Services or specific features, you may need to provide certain registration details or other information. It is a mandatory condition of your use of the Services that all information you provide is accurate, current, and complete. You agree that any information you submit to THEDOCTORSAID, LLC or our service providers will be handled according to our Privacy Policy, and you expressly consent to all actions we take regarding your information as outlined in the Privacy Policy.

## **Account Credentials and Responsibilities**

Your account credentials are for personal use only. You must keep your account and password confidential and are responsible for all activities under your login. THEDOCTORSAID, LLC may refuse service, terminate accounts or credentials, or modify content at any time, with or without notice.

## **Healthcare law**

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THEDOCTORSAID, LLC assumes no responsibility or liability for any relationship established between you and any Health Care Provider introduced through this website. While the Services may include comments or endorsements from Health Care Providers, we do not endorse Health Care Providers who provide endorsements, comments, or other content. Under no circumstances shall THEDOCTORSAID, LLC be held liable for any direct, indirect, special, or consequential damages resulting from your reliance upon or use of any information provided by a Health Care Provider whose name or details appear on the Services. Nothing on this website is intended to constitute a violation of the Stark Law or anti-kickback statutes.

## **Your Comments, Postings, and Ideas**

The Services allow you to submit feedback, comments, or ideas, all of which are treated as non-personal, non-confidential, and non-proprietary. You are responsible for what you post, and we are not liable for user content. Postings must reflect your own truthful experience, and you may

use a first name, nickname, or pseudonym if clearly stated, but not impersonate others. Do not transmit material that infringes on any rights.

By submitting materials, you grant us a perpetual, worldwide, royalty-free license to use, reproduce, modify, distribute, and create derivative works from them for any purpose.

We reserve the right to remove or refuse contributions at our discretion and may disclose your information if your content violates our Terms of Use, infringes rights, threatens safety, or could create liability for THEDOCTORSAID, LLC.

### **Links to Other Websites**

The Services may link to external websites, including social media pages and outlets, that we do not operate or control. These links are for convenience only and do not imply our endorsement. We are not responsible for the content, accuracy, or currency of third-party sites, which may reference unapproved product uses. Visiting these sites is at your own risk; review their privacy policies and terms before use.

### **Payments; Receipt of Funds**

To process payments through the Services, you may be required to provide certain relevant details, including your credit or payment card number, expiration date, billing address, and shipping information. You represent and warrant that you are authorized to use any credit or payment card or other payment method submitted in connection with a payment and possess the necessary authority to complete the transaction using the chosen payment mechanism. By submitting such information, you grant THEDOCTORSAID, LLC permission to share these details with third parties solely for the purpose of facilitating payment. You acknowledge and agree that THEDOCTORSAID, LLC is not liable for the transmission, storage, use, or disclosure of your information by any third-party credit card or payment processor. Refunds for cancelled appointments will not be issued unless specifically approved by THEDOCTORSAID, LLC.

### **Security**

We take steps to protect your information but cannot guarantee complete security. Third parties may access data on our servers or during transmission online. By providing information to THEDOCTORSAID, LLC, you accept these risks. If you choose not to share information electronically, some Services may be unavailable. THEDOCTORSAID, LLC is not liable for illegal acts by third parties, such as hacking.

### **Communicating with You**

You agree that we may communicate with you through any and all contact information and methods you provide to us, including but not limited to text message, email, telephone, social media account.

## **Disclaimer Of Warranties, Indemnification, And Limitation Of Liability**

The Services are provided on an “as is” and “as available” basis, without any warranties of any kind. Access to the Services is voluntary and undertaken at the user's sole risk. TheDoctorSaid, LLC does not accept responsibility and shall not be liable for any damages or viruses that may affect your computer, telecommunications equipment, or other property resulting from your access to, use of, browsing of the Services, or downloading of any content.

You agree to defend, indemnify, and hold harmless TheDoctorSaid, LLC, its vendors, advertisers, subsidiaries, affiliates, officers, directors, employees, and agents (collectively “TheDoctorSaid, LLC”) from all claims, demands, damages, liabilities, judgments, and settlements arising out of or related to your breach of these Terms of Use, your use or misuse of the Services, or your violation of applicable laws, regulations, or rules. Your exclusive remedy for dissatisfaction with the Services or any of their content is to discontinue use.

To the fullest extent permitted by law, TheDoctorSaid, LLC disclaims all warranties, whether express, implied, or statutory—including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Without limiting the foregoing, we do not warrant that the Services will be available at any specific time or place, nor that operation will be uninterrupted or error-free. We also do not represent or warrant that site content is free from viruses, worms, or other contaminants. Users are responsible for safeguarding themselves by installing, updating, and running anti-virus programs. No representations or warranties are made regarding the use, accuracy, validity, currency, reliability, or results of the Services or any information published therein.

Certain jurisdictions may not allow exclusion of specific warranties; therefore, some exclusions may not apply. Use of the Services remains at your own risk. Under no circumstances shall TheDoctorSaid, LLC, its affiliates, or any of their directors, officers, employees, or agents be liable for direct or indirect losses or damages resulting from use or inability to use the Services, or reliance upon information provided therein.

This constitutes a comprehensive limitation of liability applying to all forms of losses and damages, whether direct or indirect, general, special, incidental, consequential, exemplary, or otherwise, regardless of legal theory or basis—including, without limitation, loss of data, access, revenue, profits, or personal injury/wrongful death. This limitation applies whether liability is alleged based on contract, negligence, tort, strict liability, or any other basis, and even if an authorized representative of TheDoctorSaid, LLC has been advised of the possibility of such damages. The parties agree that these limitations are essential elements of the agreement between you and TheDoctorSaid, LLC and will remain effective notwithstanding any failure of essential purpose of a limited remedy.

