

## Terms of Use

### Customer Terms of Service

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. BY USING THIS WEBSITE AT <https://WWW.HIIAKAHEALTH.COM/>, CLICKING “I AGREE” WHEN REQUIRED, CHECKING A RELATED BOX TO SIGNIFY YOUR ACCEPTANCE, USING ANY OTHER ACCEPTANCE PROTOCOL PRESENTED THROUGH THE SERVICE (AS DEFINED BELOW) OR OTHERWISE AFFIRMATIVELY ACCEPTING THESE TERMS OF SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, ACCEPTED, AND AGREE TO BE LEGALLY BOUND BY THESE TERMS OF SERVICE. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, DO NOT CREATE AN ACCOUNT OR USE THE SERVICE. YOU HEREBY GRANT AGENCY AUTHORITY TO ANY PARTY WHO CLICKS ON THE “I AGREE” BUTTON OR OTHERWISE INDICATES ACCEPTANCE TO THESE TERMS OF SERVICE ON YOUR BEHALF.

ARBITRATION NOTICE: BY AGREEING TO THESE TERMS OF SERVICE, YOU AGREE THAT DISPUTES BETWEEN YOU AND US OR YOU AND THE PROVIDERS ARISING OUT OF OR RELATED TO THESE TERMS OF SERVICE OR THE SERVICE WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHTS TO A JURY TRIAL AND TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION, AS FURTHER SET FORTH HEREIN.

IF YOU HAVE A MEDICAL EMERGENCY, SEEK IN-PERSON EMERGENCY CARE IMMEDIATELY OR DIAL 911. THE SERVICE IS NOT APPROPRIATE FOR ALL MEDICAL CONDITIONS OR CONCERNS. THESE TERMS OF SERVICE ARE SUBJECT TO CHANGE AS PROVIDED HEREIN.

#### 1. Introduction

Hi'iaka Health Regenerative Wellness, Hi'iaka Health (“we,” or “us”) owns and operates this website located at <https://hiiakahealth.com/> (collectively, the “Platform”). Hi'iaka Health provides the Platform and accompanying booking and membership services (the “Service”). Your access and use of the Platform and the Service are governed by these Terms of Service (“Terms of Service” or “Agreement”).

Please read this Agreement carefully because it sets forth the important terms

you will need to know about the Service. In this Agreement, the terms “you” and “yours” refer to the person using the Service.

## 2. Acceptance of Terms of Service

Your access to and use of the Service is subject to this Agreement, as well as all applicable laws and regulations. If you do not accept and agree to be bound by this Agreement in its entirety, you are strictly prohibited from visiting, accessing, registering with and/or using the Service, except as necessary to review this Agreement. The Service is continually under development, and we reserve the right to revise or remove any part of this Agreement or the Service in our sole discretion at any time and without prior notice to you. Any changes to this Agreement are effective upon **posting to this page**. If you disagree with this Agreement or any terms or conditions herein, your sole remedy is to discontinue your use of the Service. Your continued use after a change to this Agreement has been posted constitutes your acceptance of this Agreement as modified by such changes.

## 3. Your Relationship with Us: Medical Disclaimer Regarding

HI'iaka Health Services

**HI'iaka Health operates the Platform, booking service and contracts with medical providers who deliver medical services.**

**Our Service provides access to HI'iaka Health and it's medical providers in Hawaii, on the Island of Oahu who are appropriately licensed in the applicable state or jurisdiction and provide the healthcare services (the “Medical Group”).** HI'iak Health employs or contracts with physicians, and allied health professionals, including nurses, physician assistants and others who offer certain healthcare services permitted in their local state or jurisdiction (“Providers”). We also provide access to prescription fulfillment services offered by pharmacies (the “Pharmacies”) and laboratory services from laboratories (the “Labs”). By accepting this Agreement, you acknowledge and agree that any services you receive from HI'iaka Health, Providers, Labs, and

Pharmacies that were booked through the Platform are also subject to this Agreement.

By accepting this Agreement, you acknowledge and agree that HI'iaka Health is a medical healthcare provider and that by using the Service, you are entering into a doctor-patient or other health care provider-patient relationship with HI'iaka Health.

Further, we do not control or interfere with any professional service provided by the Labs and Pharmacies, each of which is solely responsible for their provision of professional services.

Your interactions with HI'iaka Health and Providers are NOT intended to take the place of your relationship(s) with your regular in-person health-care practitioner(s) and primary care providers.

By accepting this Agreement, you acknowledge and agree that HI'iaka Health and/or Providers may send you messages, reports, and emails via the

Service regarding your diagnosis and/or treatment. You understand and agree that HI'iaka Health is not responsible for the security and privacy of communications services you use to receive the afore mentioned messages, reports, and emails sent via the Service. You further understand and agree that it is your sole responsibility to monitor and respond to these messages, reports, and emails and that HI'iaka Health any Provider will be responsible in any way and you will not hold HI'iak Health,

or any Provider liable for any loss, injury, or claims of any kind resulting from your failure to read or respond to these messages or for your failure to comply with any treatment recommendations or instructions from the HI'iaka Health or your Provider(s).

While you are establishing a doctor-patient or other healthcare provider patient relationship with HI'iaka Health, by using the Service and Platform, we strongly suggest not to replace your regular primary care after you have established a direct customer relationship with HI'iaka Health to use the Service, including any purchase of a membership sold directly to you by HI'iaka Health via the Service. In connection with such relationship, you may provide to

us, or cause to be provided to us on your behalf, personal information, including health information, that is subject to use by us in accordance with **our Privacy Policy**. Please refer to the “Privacy Policy” section and the “Protected Information” section below for additional information.

#### 4. No Insurance Accepted; Notice Regarding Your Financial Responsibility for Services

HI'iaka Health do not accept commercial health insurance plans, are not in-network with any commercial health insurance plans, and are not enrolled with, and are not participating providers with, any federal or state healthcare programs (i.e., Medicare, Medicaid) for the provision of any health care services or supplies and, as such, neither you nor HI'iaka Health may receive payment from insurance or such programs for the services or products provided to you by HI'iaka Health. Further, to the extent that any of the Labs, Pharmacies, or

Providers may be enrolled in federal or state healthcare programs, the means through which the services and products are provided or made accessible through the Service typically precludes such services and products from being covered benefits under these programs. By choosing to use the Service, you are specifically choosing to obtain products and services on a cash basis outside of any commercial health insurance plan or federal or state healthcare program. Thus, you are solely responsible for the costs of any service or product provided to you.

By agreeing to use the Service, you acknowledge and agree that (1) you are explicitly choosing to obtain products and services on a cash basis outside of any commercial health insurance plan or federal or state healthcare program and you have sole financial responsibility for all services or products provided to you by or through the Service, and (2) neither you nor HI'iaka Health, the Labs, the Pharmacies or the Providers will submit a claim for reimbursement to any federal or state healthcare program for the costs of the

services and products provided to you through the Service.

#### 5. Subscriptions and Membership Services

Certain products and services available for purchase through the Service, including our Monthly Memberships, require that you purchase the product or service on an automatically renewing subscription basis (“Subscription Services”). For Subscription Services, your payment method on file will be automatically charged at regular intervals as described for that subscription during the checkout process until you cancel your subscription. You may cancel a subscription at any time before the cancellation cutoff date as indicated to you at the time you purchase a Subscription Service. For our Monthly Memberships, your payment method on file will be automatically charged on a monthly basis until you cancel your membership. We require a three-month minimum prior to cancellations of Monthly Memberships. You may cancel a subscription at any time up to forty-eight (48) hours before the applicable renewal processing date of your subscription through the Service, by using our contact form here:

<https://hi'iakahealth.com/contact-us/>.

#### 6. Prescription Products

**Certain products available through the Platform require a valid prescription by one of our licensed healthcare Provider. You will not be able to obtain a prescription product unless you have completed a consultation with one of the Providers, the Provider has determined the prescription product is appropriate for you, and the Provider has written a prescription.**

If a Provider determines a prescription product is appropriate for you and writes a prescription, you will receive information about your options for filling the prescription.

Prescriptions fulfilled by the Pharmacies do not use child-resistant packaging and prescription products will not be dispensed in child-resistant containers. You must keep it out of the reach of children.

If you fill a prescription with a pharmacy you will be responsible for picking up

or otherwise obtaining the prescription product and paying the pharmacy directly for the cost of the prescription product.

You give us consent to send and disclose to the pharmacy of your choice all information provided by you, health care records, and other applicable health care information and personal information (such as your name, location and demographic information) so that you may receive pharmacy services.

## 7. Terms of Sale and Payments

You agree to pay all fees due for services requested at the fees and pursuant to all payment terms presented to you when engaging in transactions. Prices are subject to change at any point in our sole discretion. You will see a prompt for your payment details, such as your credit card information and any promotional codes you may have. By entering your payment information and submitting your request, you authorize us, our affiliates, or our third-party payment processors to charge the amount due, including recurring fees associated with Subscription Services.

All credit card, debit card and other monetary transactions on or through the Service occur through an online payment processing application(s) accessible through the Service. This online payment processing application(s) is provided by HI'iaka Health's third-party online payment processing vendor.

All credit card, debit card and other monetary transactions on or through the Service occur through an online payment processing application(s) accessible through the Service. This online payment processing application(s) is provided by HI'iaka Health's third-party online payment processing vendor, Stripe ("Stripe"). Additional information about Stripe, its privacy policy and its information security measures (collectively, the "Stripe Policies") should be available on the Stripe website located at <https://stripe.com/us/privacy> or by contacting Stripe directly. Reference is made to the Stripe Policies for informational purposes only and are in no way incorporated into or made a part of this Agreement. HI'iaka Health's relationship with Stripe, if any, is merely

contractual in nature, as Stripe is nothing more than a third-party vendor to the company and is in no way subject to HI'iaka Health's direction or

control; thus, their relationship is not, and should not be construed as, one of fiduciaries, franchisors-franchisees, agents-principals, employers-employees, partners, joint venturers or the like.

You understand and agree that you are responsible for all fees due to receive health care services and pharmacy prescription services, including any fees charged by HI'iaka Health, Providers, Pharmacies and Labs that provide services to you in connection with the Services.

In the event that your credit card expires or our third-party payment processors are unable to process your payment, you may receive notice for you to provide an alternative payment method. Neither we nor HI'iaka Health, Providers, Pharmacies or Labs have any obligation to provide any services to you unless and until full payment has been received and/or verified. You are responsible for keeping your payment information (such as credit card number and billing address) accurate and up to date at all times.

Only valid payment methods acceptable to us may be used to complete a purchase via the Service. You represent and warrant that you are authorized to use your designated payment method. You authorize us to charge your designated payment method for the total amount of your order (including any applicable taxes and shipping and handling charges). If your designated payment method is declined, we will attempt to process your charge until the transaction is approved. We and our third-party payment service providers may request, and may receive, updated payment card information from your payment card issuer, such as updated card numbers and expiration date information when your credit card has expired. If such updated information is provided to us and our third party payment service providers, you agree we may update your account information accordingly, and will use such updated information to process payments for your future purchases and applicable subscription charges (including

any applicable taxes, shipping and handling charges). Your payment card issuer may give you the right to opt out of providing vendors and third-party payment service providers with your updated card information. If you wish to opt out of your payment card's updating service, you should contact your card issuer. We are not responsible for any fees or charges that your bank or payment card issuer may apply. If your bank or card issuer reverses a charge to your payment card, we may bill your account directly and seek payment by another method including a mailed statement.

All products offered for sale by HI'iaka Health are subject to availability and we reserve the right to impose quantity limits on any order or reject all or any part of an order without prior notice. In the event of an error, we reserve the right to correct the error and revise your order accordingly (which includes charging the correct price) or to cancel the order and refund any amount charged. Prices for products are subject to change at any time. You are responsible for any applicable sales, use, duty, customs or other governmental taxes, levies or fees ("Taxes") due with respect to your purchase of products or services through our Service. The actual Taxes charged may be adjusted from the amount shown at checkout. Several factors may cause this, such as variances between processor programs and changes in tax rates.

#### 8. Consent to Use of Telehealth Services

**Telehealth** involves the delivery of healthcare services using electronic communications, information technology or other means between a healthcare provider and a patient who are not in the same physical location. While the provision of healthcare services using telehealth may offer certain potential benefits, there are also potential risks associated with the use of telehealth. The telehealth services are not a substitute for in-person care in all cases. In order to use the Service, you will be required to review and agree to an informed consent regarding medical treatment and the use of telehealth (the "Patient Consent") that will be provided to you via the Service. You agree that HI'iaka Health is a

beneficiary of the Patient Consent and has the right to enforce it against you.

#### 9. Duty to Provide Information, Access, and Connectivity

You are responsible for providing and maintaining, at your own risk, option and expense, appropriate software and hardware capabilities (consistent with any technical, quality or other requirements described in the Service) to enable use of the Service, including but not limited to, a computer or mobile device with a video camera and Internet access. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the Service. You also have a duty to provide truthful, accurate and complete information in any forms or other communications you submit to or through the Service. We reserve the right to change the access configuration, including any software, hardware or other requirements of the Service at any time without prior notice.

#### 10. Privacy Policy

HI'iaka Health understands the importance of confidentiality and privacy regarding your personal information. **Please see our Privacy Policy** for a description of how we may collect, use and disclose your personal information.

#### 11. Protected Health Information

When you set up an account with HI'iaka Health, you are creating a direct customer relationship with HI'iaka Health that enables you to access and/or utilize the various functions of the Service as a User. As part of that relationship, you provide information to HI'iaka Health, including but not limited to your name, email address, shipping address and phone number, that we may collect, use and disclose in accordance with our Privacy Policy, and that we do not consider to be "health" or "medical" information.

However, in using certain components of the Service, you may also provide certain medical information that may be protected under applicable laws. HI'iaka Health is a "covered entity" under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, and its related regulations and amendments from time to time (collectively, "HIPAA"). One or more of the

Labs or Pharmacies may or may not be a “covered entity” or “business associate” under HIPAA. It is important to remember that, while state-specific privacy laws may apply, HIPAA does not necessarily apply to an entity or person simply because there is health information involved, and HIPAA may not apply to your transactions or communications with HI’ikaka Health, the Providers, the Labs, or the Pharmacies.

In addition, any medical or health information that you provide that is subject to specific protections under applicable state laws (collectively, with PHI, “Protected Information”), will be used and disclosed only in accordance with such applicable laws. However, any information that does not constitute Protected Information under applicable laws may be used or disclosed in any manner permitted under our Privacy Policy. Protected Information does not include information that has been de-identified in accordance with HIPAA.

HI’iaka Health and Providers have adopted a Notice of Privacy Practices that describes how they use and disclose Protected Information. By accessing or using any part of the Service, you are acknowledging receipt of the Notice of Privacy Practices from HI’iaka Health and Provider(s).

## 12. Registration; User Accounts, Passwords, and Security

You are obligated to register and set up an account in the Platform in order to access the Service, and the Service is available only to Users who have registered and have been granted accounts with usernames and passwords. For purposes of clarity, information you provide to HI’iaka Health in order to register and set up an account on the Platform, including name, username, email address, shipping address and phone number, are not considered Protected Information for purposes of the Protected Health Information section above. You agree to accurately maintain and update any information about yourself that you have provided to HI’iaka Health, its Providers, the Labs or the Pharmacies. If you do not keep such information current, or fail to submit

truthful, accurate and complete information, or we have reasonable grounds to suspect as much, we have the right to suspend or terminate your account and your use of the Service. You also agree to immediately notify HI'iaka Health of any unauthorized use of your username, password or any other breach of security that you become aware of involving or relating to the Service by HI'iaka Health at [info@hiiakahealth.com](mailto:info@hiiakahealth.com) or using our contact form. In addition, you agree to keep confidential your username and password and to exit from your User account at the end of each session. HI'iaka Health explicitly disclaims liability for any and all losses and damages arising from your failure to comply with this section. You may not use anyone else's account at any time.

When establishing an account, you will be required to provide a username and password that will be used as your login for your account

In addition, we take steps to protect the User data we collect against unauthorized access.

However, you should keep in mind that the Service and our services are run on software, hardware, And networks, any component of which may, from time to time, require maintenance or experience problems or breaches of security beyond our control. In addition, persons with access to your computer, phone, or other mobile or other devices may be able to access the Service and information about you, including medical information, contained in the Service. It is your responsibility to affirmatively logout from your account when you are not actively using it. It is also your responsibility to secure and prevent unauthorized physical access to your computer, phone and other devices, and to protect the confidentiality of your username and password.

You must exercise caution, good sense, and sound judgment in using the Service.

You are prohibited from violating, or attempting to violate, the security of the Service. Any such violations may result in criminal and/or civil penalties against you. HI'iaka Health may investigate any alleged or suspected violations and if a criminal violation is suspected, HI'iaka Health may cooperate with law enforcement agencies in their investigations.

### 13. Use and Ownership of the Service

HI'iaka Health grants you a limited, non-transferable, revocable license to access and use the Service for your personal use. Unless otherwise specified by HI'iaka Health in a separate license, your right to use any of the Service or the content is subject to this Agreement and all rights in the Service and content are reserved by HI'iaka Health. You agree that HI'iaka Health own all rights, title and interest in the Service (including but not limited to, any computer code, themes, objects, concepts, photographs, product descriptions, blog posts, artwork, animations, sounds, musical compositions, audiovisual effects, methods of operation, moral rights, and documentation). You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Service.

The "HI'iaka Health" stylized name and other related graphics, logos, service marks and trade names used on or in connection with the Service are the trademarks of HI'iaka Health and may not be used without permission, including in connection with any third-party products or services.

### 14. Prohibited Use

You are prohibited from using or attempting to use the Service (i) for any unlawful, unauthorized, fraudulent or malicious purpose, (ii) in any manner that could damage, disable, overburden, or impair any server, or the network(s) connected to any server, (iii) in any manner that could interfere with any other party's use and enjoyment of the Service, (iv) to gain unauthorized access to any other accounts, computer systems, or networks connected to any server or systems through hacking, password mining or any other means, (v) to access systems, data, or information not intended by HI'iaka Health Therapy to be made accessible to a user, (vi) to obtain any materials, or information through any means not intentionally made available by HI'iaka Health, (vii) to reverse engineer, disassemble or decompile any section or technology on the Service, or (viii) for any use other than the business purpose for which it was intended.

In addition, in connection with your use of the Service, you agree you will not: (a)

upload or transmit any message, information, data, text, software or images, or other content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or inappropriate with respect to race, gender, sexuality, ethnicity, or other intrinsic characteristic, or that may invade another's right of privacy or publicity; (b) create a false identity or duplicative accounts for the purpose of misleading others or impersonate any person or entity, including, without limitation, any HI'iaka Health representative, or falsely state or otherwise misrepresent your affiliation with a person or entity; (c) upload or transmit any material that you do not have a right to reproduce, display or transmit under any law or under contractual or fiduciary relationships (such as nondisclosure agreements); (d) upload files that contain viruses, trojan horses, worms, time bombs, cancel-bots, corrupted files, spyware or any other similar software or programs that may damage the operation of another's computer or property of another; (e) delete any author attributions, legal notices or proprietary designations or labels that you upload to any communication feature; (f) use the Service's communication features in a manner that adversely affects the availability of its resources to other users (e.g., excessive shouting, use of all caps, or flooding continuous posting of repetitive text); (g) upload or transmit any unsolicited advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," "phishing" or any other form of solicitation, commercial or otherwise; (h) violate any applicable local, state, national or international law; (i) upload or transmit any material that infringes any patent, trademark, service mark, trade secret, copyright or other proprietary rights of any party; (j) delete or revise any material posted by any other person or entity; (k) manipulate or otherwise display the Service by using framing, mirroring or similar navigational technology; (l) probe, scan, test the vulnerability of or breach the authentication measures of, the Service or any related networks or systems; (m) register, subscribe, attempt to register, attempt to subscribe, unsubscribe, or attempt to unsubscribe, any party for any services or any contests, promotions or

sweepstakes if you are not expressly authorized by such party to do so; (n) harvest or otherwise collect information about others, including email addresses; (o) use any robot, spider, scraper, or other automated or manual means to access the Service, or copy, download, distribute or reproduce any content or information on the Service; or (p) assist or permit any person in engaging in any of these activities.

HI'iaka Health reserves the right to take whatever lawful actions it may deem appropriate in response to actual or suspected violations of the foregoing, including, without limitation, the suspension or termination of a User's access and/or account. HI'iaka Health may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong.

Except as may be provided in the Privacy Policy or prohibited by applicable law, HI'iaka Health reserves the right at all times to disclose any information as the company deems necessary to satisfy any applicable law, regulation, legal

process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in HI'iaka Health's sole discretion.

## 15. Termination

HI'iaka Health may terminate your use of the Service or any of our features or services at any time and for any reason without notice, including, for example, for conduct violating this Agreement. The provisions of this Agreement concerning Service security, prohibited activities, copyrights, trademarks, user submissions, disclaimers, limitation of liability, arbitration and resolution of Disputes, indemnity and jurisdictional issues shall survive any such termination or any other termination of this Agreement or your relationship with HI'iaka Health. You agree that if your use of the Service is terminated pursuant to this Agreement, you will not attempt to use the Service under any name, real or assumed, and further agree that if you violate this restriction after being terminated, you will indemnify and hold all Medical Parties harmless from any and all liability that any such Medical Parties may incur with respect thereto.

Except as otherwise provided in the Privacy Policy or as required by applicable law (including any obligation to provide access to health records), we have no obligation, whether before or after the termination of your use of the Service, to return or otherwise provide to you or any third party on your behalf any content, any information you provide to us, any information your Providers provided to us about or relating to you, or any other information that we may have that relates to you.

#### 16. Disclaimers

Content and other information contained on the Service is provided HI'iaaka Health as a convenience. Users relying on content or other information from the

Service do so at their own risk.

THE SERVICE IS PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS. ANY ACCESS TO OR USE OF THE SERVICE IS VOLUNTARY AND AT THE SOLE RISK OF THE USER. HI'IAKA HEALTH TO THE FULLEST EXTENT PERMITTED BY LAW,

DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, SATISFACTORY QUALITY AND FITNESS FOR PARTICULAR PURPOSE WITH REGARD TO THE SERVICE, AND WITH RESPECT TO ANY INFORMATION, CONTENT, PRODUCT, SERVICE, MERCHANDISE OR OTHER MATERIAL PROVIDED ON OR THROUGH THE SERVICE OR THE PLATFORM.

HI'IAKA HEALTH DOES NOT WARRANT THAT THE SERVICE WILL FUNCTION WITHOUT DELAYS, DISRUPTIONS, INTERFERENCES, IMPERFECTIONS, CORRUPTION, CYBER ATTACK, VIRUSES, MALWARE, OR ANY ADVERSE INCIDENT.

#### 17. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL HI'IAKA HEALTH BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY

INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY AND CONSEQUENTIAL DAMAGES,

EMOTIONAL DISTRESS, LOSS OF DATA, LOST PROFITS, OR DAMAGES RESULTING

FROM THE USE OF OR INABILITY TO USE THE SERVICE, INCLUDING ANY INFORMATION AND

CONTENT MADE AVAILABLE THROUGH THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT HI'IAKA HEALTH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

HI'IAKA HEALTH SHALL BE LIABLE ONLY TO THE EXTENT OF ACTUAL DAMAGES INCURRED BY YOU, **NOT TO EXCEED U.S. \$1,000.00.**

**ANY CLAIMS ARISING IN CONNECTION WITH YOUR USE OF THE SERVICE OR CONTENT MUST BE BROUGHT WITHIN ONE (1) YEAR OF THE DATE OF THE EVENT GIVING RISE TO SUCH ACTION OCCURRED.** YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE OR CONTENT IS PREDICATED UPON YOUR WAIVER OF ANY RIGHT TO PARTICIPATE IN A CLASS ACTION SUIT FOR ANY LOSSES OR DAMAGES RESULTING FROM YOUR USE OF THE PLATFORM, SERVICE OR CONTENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. TO THE EXTENT THAT WE MAY NOT DISCLAIM ANY IMPLIED WARRANTY OR LIMIT ITS LIABILITIES, THE SCOPE AND DURATION OF SUCH WARRANTY AND THE EXTENT OF OUR LIABILITY WILL BE THE MINIMUM PERMITTED UNDER APPLICABLE LAW.

#### 18. Notices

Any notices to you from HI'iaka Health regarding the Service or this Agreement may be made by email, a posted notice on the Service, or regular mail, in the sole discretion of HI'iaka Health.

#### 19. Changes to Terms of Service and Services

The Services are continually under development, and HI'iaka Health reserves the right to review or remove any part of these Terms of Service in its sole discretion at any time and without prior notice to you. You should check the Terms of Service from time to time when you use the Services to determine if any changes have been made. Any changes to these Terms of Service are effective upon posting to the Services, unless applicable law requires us to provide additional notice or take other actions before such changes can become effective.

If you disagree with these Terms of Service, your sole and exclusive remedy is to discontinue your use of the Services. Your continued use after a change has been posted constitutes your acceptance of the changes.

## 20. Electronic Communications

When you access or use the Service or send emails or SMS messages to us, its Providers, you are communicating with us, HI'iaka Health and its Providers electronically. You consent to receive communications from us, HI'iaka Health and its Providers electronically. We will communicate with you via email, SMS messaging or through the Service. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You further agree that any notices provided by us electronically are deemed to be given and received on the date we transmit any such electronic communication as described in this Agreement.

## 21. Entire Agreement

This Agreement and any other agreements HI'iaka Health may post on the Service or that you and HI'iaka Health may execute from to time constitute the entire agreement between HI'iaka Health and you in connection with your use of the Service and supersede any prior agreements between HI'iaka Health and you regarding use of the Service, including prior versions of this Agreement.

## 22. Binding Arbitration / Class Waiver

YOU AND WE EXPRESSLY AGREE THAT ANY LEGAL CLAIM, DISPUTE OR OTHER CONTROVERSY BETWEEN YOU AND US OR ANY OF HI'IKA HEALTH PARTIES, ANY MEDICAL GROUP, PROVIDERS, LABS, OR PHARMACIES ARISING OUT OF OR OTHERWISE RELATING IN ANY WAY TO THE HI'IKA HEALTH PARTIES, THE PLATFORM, THE CONTENT OR THE SERVICE, OR ANY OTHER GOODS, SERVICES OR ADVERTISING BY HI'IKA HEALTH OR ANY OF THE HI'IKA HEALTH PARTIES, LABS, PHARMACIES, MEDICAL GROUP, OR PROVIDERS, INCLUDING CONTROVERSIES RELATING TO THE APPLICABILITY, ENFORCEABILITY OR VALIDITY

OF ANY PROVISION OF THIS AGREEMENT (COLLECTIVELY “DISPUTES”), SHALL BE RESOLVED IN CONFIDENTIAL BINDING ARBITRATION CONDUCTED BEFORE ONE COMMERCIAL ARBITRATOR FROM THE AMERICAN ARBITRATION ASSOCIATION (“AAA”), RATHER THAN IN A COURT, AS DESCRIBED HEREIN. THE ARBITRATION WILL BE GOVERNED BY THE AAA’S COMMERCIAL ARBITRATION RULES AND, IF THE ARBITRATOR DEEMS THEM APPLICABLE, THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES (COLLECTIVELY “RULES AND PROCEDURES”). YOU ACKNOWLEDGE THAT YOU ARE VOLUNTARILY AND KNOWINGLY FORFEITING YOUR RIGHT TO A TRIAL BY JURY AND TO OTHERWISE PROCEED IN A LAWSUIT IN STATE OR FEDERAL COURT, EXCEPT AS EXPRESSLY PROVIDED HEREIN.

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. However, an arbitrator can award the same damages and relief on an individual basis that a court can award to an individual.

**Payment of arbitration costs will be governed by the AAA’s fee schedule, unless you are able to show that your portion will be prohibitive as compared to litigation costs, in which case the applicable Hi’iaka Health will pay as much of your arbitration costs as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to litigation costs.** Hi’iaka Health also reserves the right in its sole and exclusive discretion to assume responsibility for all arbitration costs imposed by the AAA. Each party agrees to pay its own attorneys’ fees and expenses unless there is a governing statutory provision that requires the prevailing party to be paid attorneys’ fees and expenses. Notwithstanding the foregoing sentence, the Hi’iaka Health Parties will not seek to recover attorneys’ fees or costs incurred in arbitration from you if you are a consumer.

For more information on AAA, its Rules and Procedures, and how to file an arbitration claim, you may call AAA at 800-778-7879 or visit the AAA website at <https://www.adr.org>.

Notwithstanding anything to the contrary herein, to the extent the Dispute arises from: (a) a violation of either party's intellectual property rights in any manner; and/or (b) any claim related to, or arising from, allegations of theft, piracy, unauthorized use or a violation of the Computer Fraud and Abuse Act; then you and the applicable HI'iaka Health Party agree that a party may seek injunctive remedies (or an equivalent type of urgent legal relief) in a state or federal court in

ALL DISPUTES SUBJECT TO ARBITRATION UNDER THIS AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, COLLECTIVE OR REPRESENTATIVE BASIS. NO PARTY MAY BRING ANY CLAIM SUBJECT TO ARBITRATION PURSUANT TO THIS AGREEMENT AS A PRIVATE ATTORNEY GENERAL, IN A REPRESENTATIVE CAPACITY, OR AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS PROCEEDING. THE CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE JOINED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. NO ARBITRATION SHALL BE CONSOLIDATED OR JOINED WITH ANY OTHER ARBITRATION. THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). If a decision is issued stating that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim or request for relief, then such claim or request for relief (and only that claim or request for relief) shall be severed from the arbitration and may be brought exclusively in the state or federal courts located **in Hawaii, Oahu**, subject to the parties' respective rights to appeal the decision. All other claims or requests for relief shall be arbitrated. The parties agree that any claims or requests for relief that are severed from an arbitration may not proceed in litigation and shall be stayed until all claims between the parties remaining in arbitration are finally resolved. The parties agree to submit to the personal jurisdiction of the federal and state courts **located in Hawaii, Oahu** for purposes of resolving any claims or requests

for relief severed from arbitration pursuant to this paragraph.

Before you commence arbitration of a Dispute, you must provide us with a written Notice of Dispute that includes your name, residence address, username (if applicable) and email address associated with your User account (if applicable), a detailed description of the Dispute, and the relief you seek. Before we commence arbitration of a Dispute against you, we will provide a written Notice of Dispute to you with a detailed description of the Dispute and the relief we seek. Any Notice of Dispute you send to us should be mailed to **Hi'iaka Health 987 Queen Street, Unit 702, Honolulu, HI 96814**, ATTN: Dispute Notice. If

we are unable to resolve a Dispute within 30 days after the applicable Notice of Dispute is received, either party may commence arbitration. Notwithstanding anything to the contrary in this Agreement, if we make any future material modification to any provisions of this Agreement that govern the arbitration or resolution of Disputes, such changes will not apply to any Dispute between you and us for which either party had previously provided a written Notice of Dispute to the other in accordance with this paragraph.

### 23. Governing Law; Venue; Severability of Provisions

This Service is controlled and operated by HI'iaka Health.

The validity, interpretation, construction and performance of this Agreement will be governed by the Federal Arbitration Act and the laws of the **State of Hawaii**.

All parts of this Agreement apply to the maximum extent permitted by law. Our failure to enforce any provision of this Agreement will not constitute a waiver of such right. We both agree that if we cannot enforce a part of this Agreement as written, then that part will be replaced with terms that most closely match the intent of the unenforceable part to the extent permitted by law. Except as otherwise provided in this Agreement, the invalidity of part of this Agreement will not affect the validity and enforceability of the remaining provisions. The section headings are for convenience and do not have any force or effect.

## 24. Contacting Us

If you have any questions or concerns about this Agreement, please contact us through our contact form. We will attempt to respond to your questions or concerns promptly after we receive them.

## 25. Cancellation Policy

### Confirmed and Unconfirmed Appointments

If your appointment is confirmed at any time with one of our staff members, the below cancellation rules apply.

If your appointment is not confirmed prior to the booking time, you will be refunded fully.

### Cancellation – 24 hour advance notice

Applies to only confirmed appointments.

We require at least 24 hour advance notice of cancellation to avoid cancellation fees. However if your appointment is confirmed a fee will still apply.

If you or part of your group cancel within the 24-hour advance period, you will be refunded fully.

### Cancellation – within 4 hour advance notice and missed appointments

Applies to only confirmed appointments.

Missed appointments or cancellation notifications within 4 hours prior to appointment time are non-refundable.

*If part of your group is present for the appointment:*

a) and your group is 3 persons or less, any missing persons will be charged fully

b) and your group is 4 persons or more, any missing persons will be refunded their charges but incur a \$50 no-show fee per person. (I.e. if 10 people book, and 5 people show, the 5 persons will be charged fully, and the no-show 5 persons will be refunded for their services and charged a \$50 per person cancellation fee)

## MEMBERSHIPS

HI'iaka Health memberships have a 3 month minimum requirement. If you cancel your membership prior you will be charged the

remaining balance unless a valid medical reason is provided. You will still have the opportunity to use your remaining treatments within the 3 month window.

We do not issue refunds for unused treatments. You may pause your membership for up to 30 days but this must be done before the monthly charge is incurred.

Please email [info@hiiakahealth.com](mailto:info@hiiakahealth.com) if you'd like to make any changes to your membership.