

Motherwit Integrative Medicine

Terms of Use

Last Revised 12, 2018 (“Effective Date”)

Please review these Terms of Use carefully before using the Services. We may change these Terms of Use or modify any features of the Services at any time. The most current version of these Terms of Use can be viewed by clicking on the “Terms of Use” link posted at <https://www.motherwit.earth>. You accept these Terms of Use by using the Services, and you accept any changes to these Terms of Use by continuing to use the Services.

1. **Use of the Site.** Brittany Blockman MD PC d/b/a Motherwit Integrative Medicine (“MIM”, “we”, “us”, or “our”) provides pediatric medical services and prenatal counseling. MIM operates the website located at <https://www.motherwit.earth> and other related websites and mobile applications (collectively, the “Site”) with links to these terms and conditions of use (“Terms of Use”). These Terms of Use govern your use of the Site and the services and/or products available to you through the Site (collectively, the “Services”). By: (a) accessing and using the Site, (b) purchasing and/or using any Services provided by us thereunder, and/or (c) providing your personal information to us, you agree to be bound by these Terms of Use and all other terms and policies that appear on the Site, whether or not you register for an account with MIM (“Account”) through the Site. Your compliance with these Terms of Use is a condition to your use of this Site. If you do not wish to be bound by any of these Terms of Use, you may not use the Site or the Services and, as such, must promptly exit this Site. **PLEASE REVIEW THESE TERMS OF USE CAREFULLY.**

2. **Services.** MIM provides all Services through its contracted providers (“Treating Providers”). MIM does not interfere with the practice of medicine by any of its Treating Providers. Treating Physicians are all licensed medical doctors in the States in which they provide services, but are not Obstetricians. MIM Treating Physicians provide pediatric medical services to patients and the children of patients to the extent permissible through electronic means. MIM Treating Physicians also provide pre-natal counseling. Pre-natal counseling is not the same as pre-natal care. Pre-natal counseling will only be provided to patients in the care of an obstetrician or other appropriately licensed health care professional. While certain medical care cannot be provided electronically, like delivering a child or performing surgery, MIM maintains a physical location for limited services. Whenever an MIM Treating Provider cannot provide medical services electronically, the MIM Provider will explain whether the services can be provided through its physical location by scheduling an in-person visit with a Treating Provider.

IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, YOU SHOULD DIAL “911” IMMEDIATELY.

3. **Site Content.** None of the Site content (other than information you receive from Treating Providers) should be considered medical advice or an endorsement, representation, or warranty that any particular medication or treatment is safe, appropriate, or effective for you. Although MIM attempts to ensure the accuracy and integrity of the information on the Site, MIM makes no representations, warranties, or guarantees as to the accuracy of the Site and its content, and as such it is possible that the Site could include typographical

Motherwit Integrative Medicine

Terms of Use

or other errors, or inaccuracies, and that unauthorized additions, deletions, and/or alterations could be made to the Site by third parties. In the event that any inaccuracy arises, please inform MIM so that it can be corrected. Information on the Site may be changed or updated without specific notice to you. Additionally, MIM shall have no responsibility or liability for information posted to the Site from any non-MIM affiliated party.

4. Informed Consent.

- a. Among the benefits of MIM's Services are improved access to health care professionals and convenience. However, the Services you receive from Treating Providers are not intended to replace a primary care provider ("PCP") relationship you may have with non-Treating Provider. You may choose to designate a Treating Provider as your PCP or choose to utilize the Services by a Treating Provider while maintaining a non-Treating Provider as your PCP. Your initial interactions with a Treating Provider will begin as a consultation and will not necessarily give rise to an ongoing treatment relationship with that Treating Provider, unless you have a previous relationship with the Treating Physician. You should seek emergency help or follow-up care when recommended by a Treating Provider or when otherwise needed, and continue to consult with your PCP as recommended.
- b. As with any health care services, there are potential risks associated with the use of the Services on the Site. These risks include, but may not be limited to:
 - i. In rare cases, information transmitted may not be sufficient (e.g., poor resolution of images) to allow for appropriate health care decision making by the Treating Provider;
 - ii. Delays in evaluation or treatment could occur due to failures of the electronic equipment. If this happens, you may be contacted by phone or other means of communication;
 - iii. In rare cases, a lack of access to all of your health records may result in adverse drug interactions or allergic reactions or other judgment errors; and
 - iv. Although the electronic systems we use will incorporate network and software security protocols to protect the privacy and security of health information, in rare instances, security protocols could fail, causing a breach of privacy of personal health information;
- c. By accepting these Terms of Use, you acknowledge that you understand and agree with the following:

Motherwit Integrative Medicine

Terms of Use

- i. You understand that, while you may expect certain anticipated benefits from the use of the Services, MIM and Treating Providers cannot provide any guarantee or assurance that you will experience any specific results;
 - ii. You understand that the laws that protect the privacy and security of health information apply to the Services, and you have received MIM's Notice of Privacy Practices, which describes these protections in more detail. Electronic communications are directed to your Treating Provider(s) and MIM through a secure, encrypted image interface and electronic health record;
 - iii. You understand that MIM does not take nor bill insurance providers for any of the Services offered;
 - iv. Your Treating Provider may determine that the Services are not appropriate for some or all of your treatment needs. If this happens, the Treating Provider may terminate the session and suggest that you schedule an in-person visit with the Treating Provider at the Physical Facility or recommend in-person treatment by another provider of your choosing, such as your primary care provider.
5. **Privacy.** MIM is required to comply with the federal health care privacy and security laws and to maintain safeguards to protect the security of your health information. The information you provide to your Treating Provider while utilizing the Services is legally confidential, except for certain legal exceptions as more fully described in our Notice of Privacy Practices. We devote considerable effort toward ensuring that your personal information is secure. Information regarding our use of health and other personal information is provided in our Site Privacy Policy and Notice of Privacy Practices. As part of providing you the Services, we may need to provide you with certain communications, such as reminders, service announcements, and administrative messages. These communications are considered part of the Services and your Account. While secure electronic messaging is always preferred to unsecure e-mail, under certain circumstances, unsecure e-mail communication containing personal health information may take place between you and MIM. MIM cannot ensure the security or confidentiality of messages sent by e-mail. Information relating to your care, including clinical notes and medical records, are stored on secure, encrypted servers. You agree that MIM may send to you any privacy or other notices, disclosures, or communications regarding the Services (collectively, "Communications") through electronic means including but not limited to: (1) by e-mail, using the address that you provided to us during the registration process; (2) short messaging service ("SMS") text message to the mobile number you provided us during the registration process; (3) push notifications on your mobile device; or (4) by posting the Communications on the Site. The delivery of any Communications from us is effective when sent by us, regardless of whether you read the Communication when you receive it or whether you actually receive the delivery. You can withdraw your consent to receive Communications by e-mail by canceling or discontinuing your use of the Service. You can opt-out of future Communications through SMS text message by

Motherwit Integrative Medicine Terms of Use

replying “STOP”. **PLEASE CONSULT OUR SITE PRIVACY POLICY AND NOTICE OF PRIVACY PRACTICES FOR A DESCRIPTION OF OUR PRIVACY PRACTICES AND POLICIES, INCLUDING HOW WE COLLECT AND HANDLE YOUR PERSONAL HEALTH INFORMATION.**

6. **User Accounts.** When you register on the Site, you are required to create an account (“Account”) by entering your name and e-mail address, a password, and certain other information collected by MIM (collectively “Account Information”). To create an Account, you must be of legal age to form a binding contract. If you are not of legal age to form a binding contract, you may not register to use our Services. You agree that the Account Information that you provide to us at all times, including during registration and in any information you upload to the Site will be true, accurate, current, and complete. You may not transfer or share your Account password with anyone, or create more than one Account. You are responsible for maintaining the confidentiality of your Account password and for all activities that occur under your Account. MIM reserves the right to take any and all action, as it deems necessary or reasonable, regarding the security of the Site and your Account Information. In no event and under no circumstances shall MIM be held liable to you for any liabilities or damages resulting from or arising out of your use of the Site, your use of the Account Information or your release of the Account Information to a third party. You may not use anyone else’s account at any time.

7. **User Information.** If you submit, upload, post, or transmit any health information, medical history, conditions, problems, symptoms, personal information, consent forms, agreements, requests, comments, ideas, suggestions, information, files, videos, images, or other material to MIM or our Site (“User Information”), you agree not to provide any User Information that: (a) is false, inaccurate, defamatory, abusive, libelous, unlawful, obscene, threatening, harassing, fraudulent, pornographic, or harmful, or that could encourage criminal or unethical behavior; (b) violates or infringes the privacy, copyright, trademark, trade dress, trade secrets, or intellectual property rights of any person or entity; or (c) contains or transmits a virus or any other harmful component. You agree not to contact other Site users through unsolicited e-mail, telephone calls, mailings, or any other method of communication. You represent and warrant to MIM and its Treating Providers that you have the legal right and authorization to provide all User Information to MIM and its Treating Providers for use as set forth herein, and as required by MIM and the Treating Provider.

8. **Use of the Services by Individuals Under Age 18.** The Services are available for use by children, but the User for all patients under the age of 18 must be the patient’s parent or legal guardian, subject to compliance with these Terms of Use and in accordance with applicable laws. If you register as the parent or legal guardian on behalf of a minor, you will be fully responsible for complying with these Terms of Use. You represent that information you provide is true, accurate, and complete, to the best of your knowledge. The Site is intended for use within the States set forth below in the section 19 below titled “Geographical Restrictions.” If you are under age 18, please do not attempt to use the Site, create a User Account, or any of our Services or provide any personal information about yourself to us. Those choosing to access the Site outside of the States listed in

Motherwit Integrative Medicine

Terms of Use

Section 19 are responsible for compliance with all local laws, including those which may apply to content on the Site which may be prohibited locally.

9. **Access Rights.** MIM hereby grants to you a limited, non-exclusive, non-transferable right to access the Site and use the Services solely for your personal non-commercial use and only as permitted under these Terms of Use and any separate agreements you may have entered into with us (“Access Rights”). MIM reserves the right, in our sole discretion, to deny or suspend use of the Site or Services to anyone for any reason. You agree that you will not, and you will not attempt to: (a) impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; (b) use the Site or Services to violate any local, state, national, or international law; (c) reverse engineer, disassemble, decompile, or translate any software or other components of the Site or Services; (d) distribute viruses or other harmful computer code through the Site or (e) otherwise use the Services or Site in any manner that exceeds the scope of use granted above. In addition, you agree to refrain from abusive language and behavior which could be regarded as inappropriate, or conduct that is unlawful or illegal, when communicating with Treating Providers through the Site and to refrain from contacting Treating Providers for services outside of the Site. MIM is not responsible for any interactions with Treating Providers that are not conducted through the Site. We strongly recommend that you do not use the Site or any of its Services on public computers. We also recommend that you do not store your Account password through your web browser or other software.
10. **Fees and Purchase Terms.** You agree to pay all fees or charges to your Account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. By providing MIM with your credit card number and associated payment information, you agree that MIM is authorized to immediately invoice your account for all fees and charges due and payable to MIM hereunder and that no additional notice or consent is required. You acknowledge and agree that you shall be personally responsible for all incurred expenses. MIM does not take nor bill insurance providers for any of the Services offered, nor does MIM offer any guarantee that you shall receive any reimbursement from your insurance provider for any of the Services offered (should you choose to submit a claim for reimbursement directly). MIM reserves the right to modify or implement a new pricing structure at any time prior to billing you for your initial payment or for future payments due pursuant to these Terms of Use.
11. **Website Links.** MIM will not be liable for any information, software, or links found at any other website, internet location, or source of information, nor for the acts or omissions of any such websites or their respective operators.
12. **Ownership.** The Site and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof), are owned by MIM, its licensors, or other providers of such material, and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. These Terms of Use permit you to use the Site for your personal, non-

Motherwit Integrative Medicine Terms of Use

commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Site except as generally and ordinarily permitted through the Site according to these Terms of Use. You must not access or use for any commercial purposes any part of the Site or any services or materials available through the Site.

13. **Trademarks.** Certain of the names, logos, and other materials displayed on the Site or in the Services may constitute trademarks, trade names, service marks or logos (“Marks“) of MIM or other related entities. You are not authorized to use any such Marks without the express written permission of MIM. Ownership of all such Marks and the goodwill associated therewith remains with us or those other entities.
14. **Termination.** You may deactivate your Account and end your Site registration at any time, for any reason, by sending an e-mail to drbrittany@motherwit.earth. MIM may suspend or terminate your use of the Site, your Account, and/or your registration for any reason at any time. Subject to applicable law, MIM reserves the right to maintain, delete or destroy all communications and materials posted or uploaded to the Site pursuant to its internal record retention and/or content destruction policies. After such termination, MIM will have no further obligation to provide the Services, except to the extent we are obligated to provide you access to your health records or Treating Providers are required to provide you with continuing care under their applicable legal, ethical, and professional obligations to you.
15. **Right to Modify.** MIM may, at our sole discretion, change, add, or delete portions of these Terms of Use at any time on a going-forward basis. Continued use of the Site and/or Services following notice of any such changes will indicate your acknowledgement of such changes and agreement to be bound by the revised Terms of Use, inclusive of such changes. In order to participate in certain aspects of the Site or to receive certain Services, you may be required to agree to additional terms and conditions as posted on the Site (“Additional Terms of Use”), which are hereby incorporated into these Terms of Use. To the extent there is a conflict between the provisions in these Terms of Use and the Additional Terms of Use, the latter shall have precedence. The current version of these Terms of Use, including, without limitation, any Additional Terms of Use, constitute the entire, exclusive, and final agreement between you and MIM with respect to the subject matter hereof, and governs your access and use of the Site, superseding any and all prior or contemporaneous arrangements between you and MIM with respect to the subject matter hereof, whether written or oral. We recommend that you read these Terms of Use each time you use the Site. If you object to any changes made to these Terms of Use, your sole recourse will be to cease using the Site and/or any of the Services. Your continued access to and usage of the Site and/or the Services signifies your acknowledgement and acceptance of such, and your agreement to be bound thereby.
16. **Disclaimer of Warranties.** YOU EXPRESSLY AGREE THAT USE OF THE SITE OR SERVICES IS AT YOUR SOLE RISK. BOTH THE SITE AND SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. MIM EXPRESSLY

Motherwit Integrative Medicine

Terms of Use

DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, NON-INFRINGEMENT, TITLE, OPERABILITY, CONDITION, QUIET ENJOYMENT, VALUE, ACCURACY OF DATA AND SYSTEM INTEGRATION.

17. **Limitation of Liability.** YOU UNDERSTAND THAT TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL MIM OR ITS OFFICERS, EMPLOYEES, DIRECTORS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES ARISING OUT OF OR RELATED TO YOUR USE OF THE SITE, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), WARRANTY, STATUTE OR OTHERWISE. To the extent that MIM may not, as a matter of applicable law, 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 such applicable law.

18. **Indemnification.** You agree to indemnify, defend, and hold harmless MIM, its officers, directors, employees, agents, subsidiaries, affiliates, licensors, and suppliers, harmless from and against any claim, actions, demands, liabilities, and settlements, including without limitation reasonable legal and accounting fees (“Claims”), resulting from, or alleged to result from, your violation of these terms and conditions. In addition, you agree to indemnify, defend, and hold harmless your Treating Provider(s) from and against any third party Claims resulting from your lack of adherence with the advice or recommendation(s) of such Treating Provider.

19. **Geographical Restrictions.** Currently, MIM only provides the Services to patients who are residing in the States of Arizona, California, Colorado, Illinois, Indiana, Iowa, Michigan, Minnesota, New Jersey, New York, North Carolina and Oregon and their children. MIM makes no representation that all products, services, and/or materials described on the Site, or the Services available through the Site, are appropriate or available for use in locations outside the United States or all territories within the United States.

20. **Disclosures.** All Treating Providers accessible to you through the Site hold professional licenses issued by the professional licensing boards in the states where they practice, hold doctoral degrees in medicine, and have undergone post-doctoral training. You can report a complaint relating to services provided by a Treating Provider by contacting the professional licensing board in the state where the services were received. In a professional relationship, sexual intimacy is never appropriate and should be reported to the board that licenses, registers, or certifies the licensee. You can find the contact information for each of the state professional licensing boards governing medicine on the Federation of State Medical Boards website (<http://www.fsmb.org/state-medical->

Motherwit Integrative Medicine Terms of Use

[boards/contacts](#)). Any clinical records created as a result of your use of the Site will be securely maintained by MIM on behalf of your Treating Provider(s) for a period that is no less than the minimum number of years such records are required to be maintained under state and federal law, and which is typically at least six (6) years.

21. Miscellaneous.

- a. These Terms of Use and your use of the Site shall be governed by the laws of the State of California, without giving effect to the principles of conflict of laws.
- b. Any dispute arising under or relating in any way to these Terms of Use will be resolved exclusively by final and binding arbitration in San Francisco, California under the rules of the American Arbitration Association, except that either party may bring a claim related to intellectual property rights, or seek temporary and preliminary specific performance and injunctive relief, in any court of competent jurisdiction, without the posting of bond or other security. The parties agree to the personal and subject matter jurisdiction and venue of the courts located in San Francisco, California, for any action related to these Terms of Use.
- c. No waiver by MIM of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of MIM to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.
- d. If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.
- e. MIM will not be deemed to be in breach of these Terms of Use or liable for any breach of these Terms of Use and/or our Site Privacy Policy, due to any event or occurrence beyond our reasonable control, including without limitation, acts of God, terrorism, war, invasion, failures of any public networks, electrical shortages, earthquakes or floods, civil disorder, strikes, fire, or other disasters.
- f. If MIM or its assets are acquired by another company, or in the event of a merger, consolidation, change in control, transfer of substantial assets, reorganization, or liquidation, MIM may transfer, sell, or assign to third parties rights related to your relationship with MIM, including, without limitation, your Account and any personal information that you provided or that has been provided on your behalf to MIM. Such third parties will: (i) assume responsibility for your relationship with MIM; (ii) assume responsibility for information collected by MIM in connection with MIM's business operations or the Site, and (iii) assume responsibility for the rights and obligations regarding such information as described in these Terms of Use. These Terms of Use shall be binding upon and inure to the benefit of MIM's successors and assigns. You may not assign your

Motherwit Integrative Medicine Terms of Use

rights under these Terms of Use without our prior written consent, and any attempted assignment will be null and void.

- g. MIM devotes considerable effort to optimizing signal strength and diagnosis deficiencies but is not responsible for the internet or data bandwidth and signal of your mobile device.
 - h. The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials appearing on this website infringe your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. In addition, if you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet statutory requirements imposed by the DMCA. One place to find more information is the U.S. Copyright Office Web site, currently located at <http://www.loc.gov/copyright>. In accordance with the DMCA, MIM has designated an agent to receive notification of alleged copyright infringement in accordance with the DMCA. Any written notification of alleged copyright infringement should comply with Title 17, United States Code, Section 512(c)(3)(A) and should be provided in writing to Motherwit Integrative Medicine, drbrittany@motherwit.earth.
22. **Reporting Violations.** You should report any suspected violations of these Terms of Use to drbrittany@motherwit.earth.
23. **Questions.** If you have any questions or concerns about these Terms of Use, please contact us at drbrittany@motherwit.earth.
24. You understand that by checking the “agree” box for these Terms of Use and/or any other forms presented to you on the Site you are agreeing to these Terms of Use and that such action constitutes a legal signature.