

Privacy Policy

Last Updated: November 28, 2017

Please Read Carefully

This Online Privacy Policy describes the information Integrative Spine Care & Wellness, LLC collects about you through our websites, mobile applications, and all other services we provide (collectively, the “Services”), how we use and share that information, and the privacy choices we offer. This policy applies to information we collect when you access or use our websites or mobile applications (collectively, the “Site”), when you use our Services or when you otherwise interact with us.

Changes to this Online Privacy Policy

We may change this Online Privacy Policy from time to time. If we make changes, we will notify you by posting the updated policy on our Site and revising the “Last Updated” date above. We encourage you to review the Online Privacy Policy whenever you use our Services to stay informed about our information practices and about ways you can help protect your privacy.

Confidentiality of Medical Information

Certain protected health information that may be provided by you may be protected as described in Integrative Spine Care & Wellness, LLC’s HIPAA Notice. In the event of a conflict between the terms of this Online Privacy Policy and the terms of the HIPAA Notice, the terms of the HIPAA Notice shall control.

Use of Services

Your access to and use of our Services are subject to certain terms and conditions, which are set forth in our Terms of Use.

Collection of Information

Information You Provide

We collect information you provide, such as when you email us, sign up through our Site, or submit information through our Site. We may collect, but are not limited to collecting, the following information: your name, gender, email address, mailing address, phone number, company name, date of birth, social security number, and issues we can help you with.

Information We Collect from Your Use of the Services

We collect information about you when you use our Site, including, but not limited to the following:

Device Information - We may automatically collect certain information about the computer or devices (including mobile devices) you use to access the Services. For example, we may collect and analyze information such as (a) IP addresses, geolocation information (as described in the next section below), unique device identifiers and other information about your mobile phone or other mobile device(s), browser types, browser language, operating system, the state or country from which you accessed the Services; and (b) information related to the ways in which you interact with the Services, such as: referring and exit pages and URLs, platform type, the number of clicks, domain names, landing pages, pages and content viewed and the order of those pages, the amount of time spent on particular pages, the date and time you used the Services, the frequency of your use of the Services, error logs, and other similar information. As described further below, we may use third-party analytics providers and technologies, including cookies and similar tools, to assist in collecting this information.

Location Information - We may collect different types of information about your location, including general information (e.g., IP address, zip code) and more specific information (e.g., GPS-based functionality on mobile devices used to access the Services), and may use that information to customize the Services with location-based information, advertising, and features. For example, if your IP address indicates an origin in New Orleans, Louisiana, the Services may be customized with Scottsdale-specific information and advertisements. In order to do this, your location information may be shared with our agents, vendors or advertisers. If you access the Services through a mobile device and you do not want your device to provide us with location-tracking information, you can disable the GPS or other location-tracking functions on your device, provided your device allows you to do this. See your device manufacturer's instructions for further details.

Cookies and Other Electronic Technologies - We may use the tools outlined below in order to better understand users. As we adopt additional technologies, we may also gather additional information through other methods.

Cookies - "Cookies" are small computer files transferred to your computing device that contain information such as user ID, user preferences, lists of pages visited and activities conducted while using the Services. We use Cookies to help us improve or tailor the Services by tracking your navigation habits, storing your authentication status so you do not have to re-enter your credentials each time you use the Services, customizing your experience with the Services, and for analytics and fraud prevention.

We may use a type of advertising commonly known as interest-based or online behavioral advertising. This means that some of our business partners use Cookies to display Integrative

Spine Care & Wellness, LLC ads on other websites and services based on information about your use of the Services and on your interests (as inferred from your online activity). Other Cookies used by our business partners may collect information when you use the Services, such as the IP address, mobile device ID, operating system, browser, web page interactions, the geographic location of your internet service provider, and demographic information such as gender and age range. These Cookies help Integrative Spine Care & Wellness, LLC learn more about our users' demographics and internet behaviors.

Web Beacons - "Web Beacons" (a.k.a. clear GIFs or pixel tags) are tiny graphic image files imbedded in a web page or email that may be used to collect anonymous information about your use of our Services, the websites of selected advertisers, and the emails, special promotions or newsletters that we send you. The information collected by Web Beacons allows us to analyze how many people are using the Services, using the selected advertisers' websites or opening our emails, and for what purpose, and also allows us to enhance our interest-based advertising.

Website Analytics - We may use third-party website analytics services in connection with the website, including, for example, to register mouse clicks, mouse movements, scrolling activity and text that you type into the website or mobile application. These website analytics services generally do not collect personal information unless you voluntarily provide it and generally do not track your browsing habits across websites which do not use their services. We use the information collected from these services to help make the website easier to use.

Mobile Device Identifiers - Mobile device identifiers are data stored on your mobile device that may track mobile device and data and activities occurring on and through it, as well as the applications installed on it. Mobile device identifiers enable collection of personal information (such as media access control, address and location) and traffic data. Mobile device identifiers help Integrative Spine Care & Wellness, LLC learn more about our users' demographics and internet behaviors.

Information from Third Parties

We may obtain additional information about you from third parties such as marketers, partners, researchers, and others. We may combine information that we collect from you with information about you that we obtain from such third parties and information derived from any other subscription, product, or service we provide.

Aggregate or De-identified Data

We may aggregate and/or de-identify information collected by the Services or via other means so that the information is not intended to identify you. Our use and disclosure of aggregated and/or de-identified information is not subject to any restrictions under this Online Privacy Policy, and we may disclose it to others without limitation for any purpose, in accordance with applicable laws and regulations.

Use of Information

We use the information that we collect for the following purposes:

- For the purposes for which you provided the information;
- To personalize your experience with the Services by informing you of products, programs, events, services, and promotions of Integrative Spine Care & Wellness, LLC, our affiliates, our partners and/or third parties that we believe may be of interest to you (see the “Opt-In Policy” below);
- To provide, maintain, administer, improve, or expand the Services, perform business analyses, or for other internal purposes to support, improve or enhance our business, the Services, and other products and services we offer;
- To contact you when necessary or requested;
- To customize and tailor your experience of the Services;
- To send mobile notifications (you may opt-out of this service)
- To send emails and other communications that display content that we think will interest you and according to your preferences;
- To send you news and information about our Services;
- To track and analyze trends and usage in connection with our Services;
- To better understand who uses the Services and how we can deliver a better user experience;
- To combine information received from third parties with the information that we have from or about you and use the combined information for any of the purposes described in this Online Privacy Policy;
- To use statistical information that we collect in any way permitted by law, including from third parties in connection with their commercial and marketing efforts;
- To prevent, detect, and investigate security breaches, fraud, and other potentially illegal or prohibited activities;
- To enforce the legal terms that govern your use of the Services;
- To protect our rights or property;
- To administer and troubleshoot the Services; and
- For any other purpose disclosed to you in connection with our Services.

- We may use third-party service providers to process and store personal information in the United States and other countries.

Sharing of Information

We may share personal information about you as follows:

- With third parties to provide, maintain, and improve our Services, including service providers who access information about you to perform services on our behalf;
- With our affiliates and partners so that they may use such information for the purposes described in this Online Privacy Policy;
- With our affiliates, partners or other third parties to allow them to contact you regarding products, programs, services, and promotions that we and/or they believe may be of interest to you (See the “Opt-In Policy” below);
- In connection with, or during the negotiation of, any merger, sale of company stock or assets, financing, acquisition, divestiture or dissolution of all or a portion of our business (but only under non-disclosure and confidentiality agreements and protections);
- If we believe that disclosure is reasonably necessary to comply with any applicable law, regulation, legal process or governmental request; to enforce applicable user agreements or policies; to protect the security or integrity of our Services; and to protect us, our users or the public from harm or illegal activities; and with your consent.
- We may also share aggregated, non-personally identifiable information with third parties.

Opt-In Policy

When you supply us with personally identifiable information in connection with your use of the Services, you may be asked to indicate whether you are interested in receiving information from us about our product and service offerings and if you would like us to share personally identifiable information about you with our affiliates, partners or other third parties for their marketing purposes. If you do choose to opt-in, you will receive such communications and/or we will share your information in accordance with your “opt-in” consent.

You may, of course, choose not to receive additional marketing information from us or choose not to allow our sharing of your personally identifiable information as follows: At any time, you can follow a link provided in our marketing-related email messages (but excluding e-commerce confirmations and other administrative emails) to opt out from receiving such communications; or at any time, you can contact us in accordance with the “Contact Us” section below to opt out from receiving such communications.

If you decide to contact us to change your contact preferences to opt out of receiving communications from us, please specify clearly which of the following choices you are opting

out of: (a) Receiving marketing communications from us; (b) Allowing us to share personally identifiable information about you with our affiliates and partners for their marketing purposes; and/or (c) Allowing us to share personally identifiable information about you with other third parties for their marketing purposes.

We will endeavor to implement your requested change as soon as reasonably practicable after receiving your request. Please be aware that your requested change will not be effective until we implement such change. Please note that if you choose not to allow our sharing of your personally identifiable information, we are not responsible for removing your personally identifiable information from the databases of third parties with which we have already shared your personally identifiable information as of the date that we implement your request. If you wish to cease receiving marketing-related e-mails from these third parties, please contact them directly or utilize any opt-out mechanisms in their privacy policies or marketing-related e-mails.

Please note that if you do opt-out of receiving marketing-related messages from us, we may still send you important administrative messages. You cannot opt-out from receiving these administrative messages. We reserve the right, from time to time, to contact former customers or users of the Services for administrative purposes or in order to comply with applicable laws, rules or regulations.

Social Media and Third Party Platforms

Certain sections or functionalities on our Services may permit you to share information on third party social media sites or platforms such as Facebook, Instagram, LinkedIn, Twitter, Google+, or other similar sites (collectively, “Social Media Sites”). Integrative Spine Care & Wellness, LLC does not own or control such Social Media Sites, and posting your information on Social Media Sites is subject to the third party’s Online Privacy Policy and other legal terms, which may not provide privacy protections with which you agree. Integrative Spine Care & Wellness, LLC is not responsible for any act or omission of any Social Media Site, nor are we responsible for the consequences of your choosing to share your information on Social Media Sites.

Security

We take reasonable measures, including administrative, technical, and physical safeguards, to help protect personal information from loss, theft, misuse, unauthorized access, disclosure, alteration, and destruction. Unfortunately, no data transmission over the Internet can be guaranteed to be 100% secure. As a result, while we strive to protect your personal information, Integrative Spine Care & Wellness, LLC cannot ensure or warrant the security of any information you transmit to us or from our online products or services, and you do so at your own risk.

Your Privacy Choices

How You Can Access and Update Your Information

You may update or correct information about yourself at any time or by emailing us at admin@nolaspinecare.com.

Cookies

Most web browsers are set to accept cookies by default. If you prefer, you can usually choose to set your browser to remove or reject cookies; however, our Services may not function properly if you do so.

Options for Opting out of Cookies and Mobile Device Identifiers

If you are interested in more information about interest-based advertising and how you can generally control cookies from being put on your computer to deliver tailored advertising, you may visit the Network Advertising Initiative's Consumer Opt-Out link, the Digital Advertising Alliance's Consumer Opt-Out link or TRUSTe's Advertising Choices Page to opt-out of receiving tailored advertising from companies that participate in those programs.

Please note that even after opting out of interest-based advertising, you may still see Integrative Spine Care & Wellness, LLC's advertisements that are not interest-based (i.e., not targeted toward you). Also, opting out does not mean that Integrative Spine Care & Wellness, LLC is no longer using its tracking tools—Integrative Spine Care & Wellness, LLC still may collect information about your use of the Services even after you have opted out of interest-based advertisements and may still serve advertisements to you via the Services based on information it collects via the Services.

How Integrative Spine Care & Wellness, LLC Responds to Browser “Do Not Track” Signals

We are committed to providing you with meaningful choices about the information collected on our Site for third-party purposes, and that is why we provide above the Network Advertising Initiative's “Consumer Opt-out” link, Digital Advertising Alliance's Consumer Opt-Out Link, and TRUSTe's Advertising Choices page. However, we do not recognize or respond to browser-initiated Do Not Track signals, as the Internet industry is currently still working on Do Not Track standards, implementations and solutions.

Links to Other Websites

Our Services may contain links to other websites and those websites may not follow the same privacy practices as Integrative Spine Care & Wellness, LLC. We are not responsible for the

privacy practices of third party websites. We encourage you to read the privacy policies of such third parties to learn more about their privacy practices.

Children

Integrative Spine Care & Wellness, LLC does not knowingly collect or maintain personally identifiable information from persons under 13 years of age without verifiable parental consent, and no part of the Services are directed at persons under 13. If you are under 13 years of age, then please do not use the Services. If Integrative Spine Care & Wellness, LLC learns that personally identifiable information of persons less than 13 years of age has been collected without verifiable parental consent, then Integrative Spine Care & Wellness, LLC will take the appropriate steps to delete this information. To make such a request, please contact us at admin@nolaspinecare.com.

Your California Privacy Rights

California law permits users who are California residents to request and obtain from us once a year, free of charge, a list of the third parties to whom we have disclosed their personal information (if any) for their direct marketing purposes in the prior calendar year, as well as the type of personal information disclosed to those parties. If you are a California resident and would like to request this information, please submit your request in an email to admin@nolaspinecare.com.

No Rights of Third Parties

This Online Privacy Policy does not create rights enforceable by third parties.

How to Contact Us

Please contact us with any questions or concerns regarding this Online Privacy Policy at:

Integrative Spine Care & Wellness, LLC
625 Celeste St., Suite 407
New Orleans, LA 70130
Phone: (504) 233-2083
Fax:
Email: admin@nolaspinecare.com

Terms of Services

Last Updated: November 28, 2017

Agreement to Terms of Use

The following Terms of Use (“Terms” or “Agreement”) govern your access to and use of Integrative Spine Care & Wellness, LLC websites, mobile applications, and all other services we provide (hereinafter the “Services”). Please read the Terms carefully. Your use of the Services constitutes your agreement to be bound by all terms. If you disagree with one or more of these terms or find them unacceptable in any way, please do not use the Services. To use the Services, you must accept all of the terms of this Agreement.

Updates to Terms of Use

We have the right to change or add to the terms of this Agreement at any time by posting the amended Terms on Integrative Spine Care & Wellness, LLC’s websites and/or mobile applications (collectively, the “Site”). Any use of the Services after our publication of any such changes shall constitute your acceptance of the Terms as modified. However, any Dispute that arose before the modification shall be governed by the Terms (including the binding individual arbitration clause) that was in place when the Dispute arose.

Terms Governing Use of the Site and Services

Emergencies

THIS SITE IS NOT AN EMERGENCY-RESPONSE OR EMERGENCY-MONITORING SERVICE AND ANY PERSON WHO IS AWARE OF AN EMERGENCY SITUATION OR BELIEVES THAT A PERSON MAY BE AT RISK OF INJURY OR DEATH OR WHO MAY HARM THEMSELVES OR ANOTHER PERSON SHOULD DIAL “911” OR AN APPROPRIATE EMERGENCY RESPONDER. Integrative Spine Care & Wellness, LLC IS UNDER NO OBLIGATION TO MONITOR OR RESPOND TO COMMUNICATIONS MADE TO THIS SITE.

Age Limitations

This Site and the Services are intended and only suitable for individuals 18 years of age and above. Some of the content on this Site may not be appropriate for children. Children under the age of 13 are not permitted to use this Site. We strongly recommend that children between the ages of 13 and 17 ask their parent’s or guardian’s permission before viewing the Site. Integrative Spine Care & Wellness, LLC hereby disclaims all liability for use by individuals under the age of 18.

Restricted Use

You may use this Site only to the extent that you obey all laws, rules, and regulations applicable to your use of this Site.

Your Privacy

Upon acceptance of these Terms you confirm that you have read, understood, and accepted Integrative Spine Care & Wellness, LLC's Online Privacy Policy and HIPAA Notice.

Registration

Registration is not required to view certain content on the Site. However, to use some parts of the Site and Services you may be required to register and provide certain information about yourself, including your e-mail address and password ("Credentials"). If you become a registered member of the Site, you accept responsibility for all activities that occur under your registration account. You agree to provide true, accurate, complete, and correct information at the time of registration, and to promptly update this information as needed so that it remains true, accurate, complete, and correct. You should keep your Credentials private and not share your Credentials with anyone else. You are responsible for maintaining the confidentiality of your Credentials. If you believe someone has accessed the Site using your Credentials without your authorization, e-mail us immediately at admin@nolaspinecare.com.

Transactions

If you wish to purchase products or services described or linked to on the Site (each such purchase, a "Transaction"), Integrative Spine Care & Wellness, LLC or the third party provider of the product or service will request certain information from you that is applicable to your Transaction, including, without limitation, credit card and other payment and shipping information. You understand that, if any such information is provided to Integrative Spine Care & Wellness, LLC, then Integrative Spine Care & Wellness, LLC shall treat any such information in the manner described in our Online Privacy Policy. By supplying such information, you grant Integrative Spine Care & Wellness, LLC the right to provide such information to third parties for purposes of facilitating the completion of Transactions initiated by you or on your behalf. You agree to pay all charges incurred by you or any users of your membership account or credit card (or other applicable payment mechanism) at the price(s) in effect when such charges are incurred, including, without limitation, all shipping and handling charges. You shall also be responsible for paying any applicable taxes relating to your purchases. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) OR OTHER PAYMENT MECHANISM USED IN CONNECTION WITH ANY TRANSACTION.

Descriptions or images of, or references to, products or services on the Site do not imply Integrative Spine Care & Wellness, LLC's endorsement of such products or services. We reserve the right, without prior notification, to change such descriptions or references, to limit the order quantity on any product or service and/or to refuse service to you. Verification of information applicable to a purchase may be required prior to Integrative Spine Care & Wellness, LLC's acceptance of any order. Price and availability of any product or service are subject to change without notice. Integrative Spine Care & Wellness, LLC is not responsible for errors in the prices or descriptions of any product or service. Refunds and exchanges shall be subject to Integrative Spine Care & Wellness, LLC's and/or any applicable third party's refund and exchange policies in effect at the time of the applicable Transaction. Current rates for any product or service available through the Site may be obtained by sending an email to admin@nolaspinecare.com.

Social Media and Online Communities

Integrative Spine Care & Wellness, LLC may provide you opportunities to share information on third party social media sites or platforms such as Facebook, Instagram, LinkedIn, Twitter, Google+, YouTube or other similar sites (collectively, "Social Media Sites"). Integrative Spine Care & Wellness, LLC may also provide you opportunities to participate in online communities on such Social Media Sites and may host discussion boards, chats, and other forums on this Site. For example, you may use your Instagram handle and tag your photos and postings ("Tagged Content") with hashtags that we may provide from time to time in order to submit your Tagged Content for potential use on our Site. If you post Tagged Content with hashtags as we may provide from time to time, your activity and participation is governed by these Terms. Additionally, you remain responsible for your compliance with other applicable terms and conditions such as those of Instagram or other Social Media Sites. Without limitation of any other obligations, you agree that you will be respectful of others and their privacy and will not submit photos of others without their express permission.

If you participate in Integrative Spine Care & Wellness, LLC's online community, discussion board or other forum, you agree that anything you submit is being provided by you voluntarily, on a non-confidential basis, and without any compensation due to you and you grant Integrative Spine Care & Wellness, LLC a perpetual, worldwide, royalty-free, transferable, and sub-licensable, right and license to use, copy, distribute, modify, create joint and derivative works, your content, postings and Tagged Content in any form or format. You further agree that (a) you will not post, transmit, or link to any material, websites, Tagged Content or other information or content that is libelous, defamatory, false, obscene, indecent, lewd, violent, abusive, threatening, harassing, discriminatory, or an expression of political or hate speech; (b) you may only post, upload or transmit photos or materials for which you have the copyright or other permission to distribute electronically citing the original source; (c) you may not violate, plagiarize, or infringe on the rights of third parties, including copyright, trademark, trade secret,

privacy, personal, publicity, moral or proprietary rights; (d) you agree that any Tagged Content or materials you post or upload will be owned by you or be in the public domain; (e) you may not intentionally post, create, upload or transmit any software or other material that contains a virus or other harmful code or device; (f) you may not solicit other users, or distribute advertising, for products or services through the Site, distribute chain letters or messages, mass mailings or bulk email or other bulk messages, or gather email addresses for the purpose of sending bulk email or other messages to other users of the Site; (g) if you choose to submit Tagged Content or post items in public or “chat” portions of the Site, such material, information, photographs, and other information you post in these public or group areas is available to the other individuals using this Site and Integrative Spine Care & Wellness, LLC does not warrant, guarantee or otherwise take steps to prevent other users from copying, displaying, uploading, transmitting or otherwise using your material, information, photographs or other information for any purpose whatsoever; (h) you will always use caution in posting personally identifying information, and never exchange personal financial information, address, phone numbers or other personal information; (i) you will not post any material that violates any law or regulation; (j) you will not impersonate any other person or use the identity of some other living person; and (k) your postings will truthfully reflect your own experience.

Integrative Spine Care & Wellness, LLC may terminate or restrict your access to any Integrative Spine Care & Wellness, LLC online community, including access through the Site.

Selection and Removal of Tagged Content

Integrative Spine Care & Wellness, LLC will review Tagged Content and select certain Tagged Content for posting on our Site; we make no guarantee that your Tagged Content will be posted. Notwithstanding the foregoing, you remain fully responsible and liable for your Tagged Content and its compliance with these Terms, other applicable terms of use and applicable laws. If your Tagged Content is posted to our Site, you may request removal of your Tagged Content by marking it as “private” in your Social Media Site account or by emailing us at admin@nolaspinecare.com.

Monitoring

We have no obligation to monitor any related websites, chats, discussion boards or any other materials that you or third parties transmit or post on or to the Site or related websites, if any. However, you acknowledge and agree that we have the right (but not the obligation) to monitor the Site, discussion boards, the chats, and the materials you transmit or post; to alter or remove any such materials (including, without limitation, any posting to a chat or discussion board); and to disclose such materials and the circumstances surrounding their transmission to any third party in order to operate the Site properly, to protect ourselves, our sponsors, and our other clients and visitors, and to comply with legal obligations or governmental requests.

Copyright Notice

This Site is owned and operated by Integrative Spine Care & Wellness, LLC. The entire contents and design of the site are protected by U.S. and international copyright law. All rights regarding the Site and materials contained on the Site are either owned by Integrative Spine Care & Wellness, LLC, are licensed to it, or are used with permission. Integrative Spine Care & Wellness, LLC and its licensors retain and reserve all proprietary rights to the contents of this Site.

You may not copy, republish, upload, post, display, transmit, or frame any of these materials without prior written consent from Integrative Spine Care & Wellness, LLC. You may link to, view, download, use, display and print a single copy of the materials found on this Site only for personal, noncommercial, and informational purposes as long as: (1) you do not alter or modify the materials in any way; (2) you include all applicable copyright, trademark and other notices and disclaimers; and (3) you do not use the materials in a way that suggests an association with Integrative Spine Care & Wellness, LLC or an affiliated entity. All such copies must include, at a minimum, the following copyright notice: "Copyright © [current year] Integrative Spine Care & Wellness, LLC. All rights reserved." Any other use of the Site or the information contained here is strictly prohibited. Integrative Spine Care & Wellness, LLC may terminate the above license at any time for any reason. If you breach any of these terms your license terminates immediately and automatically and without notice. Upon the termination of this license you must stop using this site, including all content, and return or destroy all copies, including electronic copies, of the content in your possession or control.

Copyright Infringement

The Digital Millennium Copyright Act (the "DMCA") provides remedies for copyright holders who believe in good faith that material appearing on the Internet infringes their rights under copyright law. If you believe in good faith that content or material on this Site infringes a valid copyright owned by you, you (or your agent) may send Integrative Spine Care & Wellness, LLC a notice requesting that the material be removed, or access to it blocked. This request should be sent to:

Integrative Spine Care & Wellness, LLC
625 Celeste St.
Suite 407
New Orleans, LA 70130.

The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed; (c) identification of the material that is claimed to be infringing or the subject of infringing activity; (d) the name, address, telephone number, and email address of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. 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 the then-current statutory requirements imposed by the DMCA. Notices and counter-notices with respect to the Site should be sent to the address above.

Trademark Notice

Integrative Spine Care & Wellness, LLC names and logos and all related product and service names, design marks, and slogans are the trademarks or service marks of Integrative Spine Care & Wellness, LLC. All rights are reserved. You are not authorized to use any Integrative Spine Care & Wellness, LLC name or mark in any advertisement, publicity or in any other commercial manner without prior written consent of Integrative Spine Care & Wellness, LLC. All other trademarks appearing on the Site are the property of their respective owners.

Security

We have implemented technical and organizational measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

Additional Legal Terms

Representation and Warranties

You represent and warrant to us that: (a) you are at least eighteen (18) years of age; and (b) your use of this Site will be in compliance with these Terms.

No Warranties

USE OF THIS SITE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SITE AND SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT

NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM Integrative Spine Care & Wellness, LLC OR THROUGH THIS SITE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, Integrative Spine Care & Wellness, LLC, ITS PROCESSORS, ITS PROVIDERS, ITS LICENSORS (AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THIS SITE WILL MEET YOUR REQUIREMENTS; THAT THIS SITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THIS SITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THIS SITE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD.

Integrative Spine Care & Wellness, LLC DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THIS SITE OR ANY HYPERLINKED WEBSITE OR SERVICE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND Integrative Spine Care & Wellness, LLC WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

Indemnity

BY VISITING THIS SITE, YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS Integrative Spine Care & Wellness, LLC, AND ANY AFFILIATED Integrative Spine Care & Wellness, LLC ENTITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, AND REPRESENTATIVES (COLLECTIVELY “Integrative Spine Care & Wellness, LLC PARTIES”) FROM AND AGAINST ALL CLAIMS, ACTIONS, DEMANDS, LIABILITIES, JUDGMENTS, SETTLEMENTS, COSTS, LOSSES, DAMAGES, TAX ASSESSMENTS, PENALTIES, INTEREST AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS’ FEES) ARISING OUT OF ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR ANY OTHER CLAIM YOU MAY INCUR IN CONNECTION WITH YOUR USE OF THIS SITE, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS FOR DEFAMATION, VIOLATION OF PUBLICITY OR PRIVACY, COPYRIGHT OR TRADEMARK INFRINGEMENT RESULTING FROM YOUR SUBMISSIONS OF ANY

CONTENT, TAGGED CONTENT OR OTHER MATERIALS, ANY ECONOMIC HARM, LOST PROFITS, DAMAGES TO BUSINESS, DATA OR COMPUTER SYSTEMS, OR ANY DAMAGES RESULTING FROM RELIANCE ON ANY CONTENT OR RESULTING FROM ANY INTERRUPTIONS, WORK STOPPAGES, COMPUTER FAILURES, DELETION OF FILES, ERRORS, OMISSIONS, INACCURACIES, DEFECTS, VIRUSES, DELAYS OR MISTAKES OF ANY KIND, EVEN IF YOU HAVE PREVIOUSLY ADVISED Integrative Spine Care & Wellness, LLC OF THE POSSIBILITY OF SUCH CLAIM.

Limitation of Liability and Damages

THE USER'S SOLE REMEDY FOR DISSATISFACTION WITH THE SITE AND ANY OF ITS SERVICE IS TO STOP USING THE SITE OR SERVICE. YOU AGREE THAT UNDER NO CIRCUMSTANCE SHALL ANY OF Integrative Spine Care & Wellness, LLC PARTIES BE LIABLE FOR ANY DAMAGE RESULTING FROM YOUR USE OR INABILITY TO USE THIS SITE OR THE MATERIALS ON THIS SITE. THIS PROTECTION COVERS CLAIMS BASED ON WARRANTY, CONTRACT, TORT, STRICT LIABILITY, AND ANY OTHER LEGAL THEORY. THIS PROTECTION COVERS ALL LOSSES AND CLAIMS OF ANY TYPE INCLUDING, WITHOUT LIMITATION, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, CONSEQUENTIAL, EXEMPLARY, AND PUNITIVE DAMAGES, PERSONAL INJURY/WRONGFUL DEATH, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION.

Disputes

If a dispute of any kind arises, we want to understand and address your concerns quickly and to your satisfaction. Please contact us with any dispute. If we cannot resolve your concerns, we agree to an informal and inexpensive dispute resolution process requiring individual arbitration. "Disputes" between you and Integrative Spine Care & Wellness, LLC, including its processors, suppliers or licensors or their respective affiliates, agents, directors or employees, are defined for the purposes of these Terms to include any claim, controversy, or dispute (whether involving contract, tort, equitable, statutory, or any other legal theory) between you and Integrative Spine Care & Wellness, LLC including, but not limited to, any claims relating in any way to these Terms (including its breach, termination, or interpretation), any other aspect of our relationship, Integrative Spine Care & Wellness, LLC advertising, and any use of Integrative Spine Care & Wellness, LLC services.

Binding Individual Arbitration

You and Integrative Spine Care & Wellness, LLC agree to arbitrate all Disputes. Arbitration is more informal than a lawsuit in court and seeks to resolve disputes more quickly. Instead of a judge or a jury, the case will be decided by a neutral arbitrator who has the power to award the same damages and relief that a court can. ANY ARBITRATION UNDER THIS AGREEMENT

WILL BE ONLY BE ON A INDIVIDUAL BASIS; CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED, AND YOU ARE WAIVING YOUR RIGHTS TO HAVE YOUR CASE DECIDED BY A JURY AND TO PARTICIPATE IN A CLASS ACTION AGAINST Integrative Spine Care & Wellness, LLC. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision shall be severed, and the remaining arbitration terms shall be enforced (but in no case shall there be a class arbitration). All Disputes shall be resolved finally and exclusively by binding individual arbitration with a single arbitrator administered by the American Arbitration Association according to this provision and the applicable arbitration rules for that forum. Consumer claimants (individuals whose transaction is intended for personal, family, or household use) may elect to pursue their claims in their local small-claims court rather than through arbitration. The Federal Arbitration Act, 9 U.S.C. §§ 1-16, fully applies. If you are a consumer bringing a claim relating to personal, household, or family use, any arbitration hearing will occur within the county or parish where you reside. Otherwise, any arbitration hearing will occur in New Orleans, Louisiana, or another mutually agreeable location, or a location ordered by the arbitrator. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. If you prevail on any claim for which you are legally entitled to attorney's fees, you may recover those fees from the arbitrator. For any claim where you are seeking relief, Integrative Spine Care & Wellness, LLC will not seek to have you pay its attorney's fees, even if fees might otherwise be awarded, unless the arbitrator determines that your claim was frivolous. For purposes of this arbitration provision, references to you and Integrative Spine Care & Wellness, LLC also include respective subsidiaries, affiliates, agents, employees, predecessors, successors, and assigns. Subject to and without waiver of the arbitration provisions above, you agree that any judicial proceedings (other than small claims actions in consumer cases) will be brought in and you hereby consent to the exclusive jurisdiction and venue in the state courts in New Orleans, Louisiana, or federal court for the District of New Orleans.

Jurisdiction

Information provided on Integrative Spine Care & Wellness, LLC's Site is not targeted to users in any particular locality nor is it intended to constitute the doing of business in any jurisdiction.

This Site is a service provided by Integrative Spine Care & Wellness, LLC and does not constitute any contact with any jurisdiction outside the State of Louisiana. Use of this Site is prohibited in any jurisdiction having laws that would void this Agreement in whole or essential part or which makes accessing the Site illegal. Users in such jurisdictions visit and use this Site entirely at their own risk. Note: the essential parts of this Agreement include, without limitation, the exclusive venue and exclusive remedy provisions and the warranty disclaimers.

This Agreement is entered into and performed in the State of Louisiana, United States of America. It is governed by and shall be construed under the laws of Louisiana, exclusive of any choice of law or conflict of law provisions.

Requests for Information

If you contact Integrative Spine Care & Wellness, LLC and request information about our programs or services, we will use your email or postal address to provide the information you requested. You agree that we may use and share information you provide us as described in our Online Privacy Policy.

Limitation on Time to Initiate a Dispute

Unless otherwise required by law, an action or proceeding by you relating to any Dispute must commence within one year after the cause of action accrues.

Links to Other Websites

Integrative Spine Care & Wellness, LLC's Site may contain links to third party websites as a convenience to you. The inclusion of any website link does not imply an approval, endorsement, or recommendation by Integrative Spine Care & Wellness, LLC. You agree that you access any such website at your own risk, and that the site is not governed by the terms and conditions contained in these Terms. Integrative Spine Care & Wellness, LLC expressly disclaims any liability for these websites. Please remember that when you use a link to go from our Site to another website, our Online Privacy Policy and HIPAA Notice is no longer in effect. Your browsing and interaction on any other website, including those that have a link on our Site, is subject to that website's own rules and policies.

Downloadable Files and Email

Integrative Spine Care & Wellness, LLC cannot and does not guarantee or warrant that email or files available for downloading from its Site will be free of viruses or other code that may contaminate or destroy data on your computer. You are responsible for implementing sufficient protective procedures and checks to maintain the accuracy of your data for maintaining a data back-up or other means for the reconstruction of any lost data. Integrative Spine Care & Wellness, LLC does not assume any responsibility or risk for damage to your computer or its files related to your use of the Services.

Notice for California Users

If you have a question or complaint regarding the Services provided to you by Integrative Spine Care & Wellness, LLC please contact us at admin@nolaspinecare.com to receive further information regarding the Services or to resolve the complaint. You may also contact the

Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs by telephone at (800) 952-5210 or TDD (800) 326-2297, or in writing at Department of Consumer Affairs, Consumer Information Division, 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834.

Other Provisions

Except as expressly provided in these Terms, these terms are a complete statement of the agreement between you and Integrative Spine Care & Wellness, LLC, and they describe the entire liability of Integrative Spine Care & Wellness, LLC and its vendors and suppliers and your exclusive remedy with respect to your access and use of this Site. In the event of a conflict between these Terms and any other Integrative Spine Care & Wellness, LLC agreement or policy, these Terms shall prevail on the subject matter of this Agreement. If any provision of these Terms is invalid or unenforceable under applicable law, then it shall be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect. Headings are included for convenience only, and shall not be considered in interpreting these Terms. These Terms do not limit any rights that Integrative Spine Care & Wellness, LLC may have under trade secret, copyright, patent, or other laws. Integrative Spine Care & Wellness, LLC's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term.

Assignment

You may not assign any rights or obligations under this Agreement without Integrative Spine Care & Wellness, LLC's prior written consent. Integrative Spine Care & Wellness, LLC may assign all or part of this Agreement.

Survival

All sections of this Agreement which, by their nature are designed to survive expiration or termination of this Agreement, including but not limited to indemnity and limitation of liability clauses, shall survive.

Waiver

No waiver of any of these terms shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

Notices

You agree that we may provide any and all notices to you by e-mail, telephone, fax, as well as by any other method.

Severability

If any of the provisions of this Agreement are held unenforceable by a court or other tribunal of competent jurisdiction, then those provisions shall be limited or eliminated to the minimum extent necessary to allow the remainder of this Agreement to retain its full force and effect.

Entire Agreement; Amendment

This Agreement constitutes the entire agreement between you and Integrative Spine Care & Wellness, LLC applicable to its subject matter. It may not be modified except as described elsewhere in this Agreement.

Conflicting Terms

Anything on the Site inconsistent or in conflict with the terms of this Agreement is superseded by the terms of this Agreement.

Contact Information

Please contact us with any questions or concerns regarding this Agreement at:

Integrative Spine Care & Wellness, LLC

625 Celeste St., Suite 407

New Orleans, LA 70130

Phone: (504) 233-2083

Fax:

Email: admin@nolaspinecare.com

HIPAA Notice

Effective Date: November 28, 2017

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

WHO WILL FOLLOW THIS NOTICE

This Notice of Privacy Practices (the “Notice”) describes Integrative Spine Care & Wellness LLC’s (the “Company”) practices and those of Company employees, staff, volunteers, and other personnel who are involved in your care. The Company and these individuals will follow the terms of this Notice, and may use or disclose medical information about you to carry out treatment, payment or health care operations, or for other purposes as permitted or required by law. This Notice describes your rights to access and control medical information about you, including information that may identify you and that relates to your past, present, or future physical, medical, or mental condition and medical care and related health care services.

THE COMPANY’S PLEDGE REGARDING MEDICAL INFORMATION

The Company understands that medical information about you and your health is personal. The Company is committed to protecting medical information about you. In order to provide you with quality care and to comply with certain state and federal legal requirements, the Company creates a record of the services you receive at the Company. This Notice applies to all of the records of your care generated by the Company. This Notice will tell you about the ways in which the Company may use and disclose medical information about you. It also describes your rights and certain obligations the Company has regarding the use and disclosure of medical information. The Company is required by law to: (1) Make sure that medical information that identifies you is kept private; (2) Give you this Notice of its legal duties and privacy practices concerning medical information about you; (3) Follow the terms of the Notice that are currently in effect, and (4) Notify you in case there is an unauthorized use or disclosure of your unsecured medical information.

HOW THE COMPANY MAY USE AND DISCLOSE MEDICAL INFORMATION ABOUT YOU

The following categories describe different ways that the Company may use or disclose protected medical information. For each category of uses and disclosures, the Company will explain what is meant and may give some examples. Not every use or disclosure in a category will be listed. However, all of the ways the Company is permitted to use and disclose information will fall within one of the following categories:

For Research - The Company may disclose medical information about you to researchers when the information does not directly identify you as the source of the information or when a waiver has been issued by an institutional review board or a privacy board that has reviewed the research proposal and protocols for compliance with standards to ensure the privacy of your health information.

For Payment - The Company may use and disclose medical information about you so that the Company can get paid for the treatment and services you receive at the Company.

For Health Care Operations - The Company may use and disclose medical information about you to carry out activities that are necessary for Company operations. These uses or disclosures are made for quality of care, compliance activities, administrative purposes, contractual obligations, grievances or lawsuits. For example, the Company may use medical information to review treatment and services provided at the Company or to evaluate the performance of its staff and contractors in caring for you.

To Individuals or Family Members Involved in Your Health Care - Unless you object, the Company may disclose medical information about you to a member of your family, a relative, close friend or any other person that you identify who is involved in your care. The Company may also tell your family or friends, personal representative, or any other person who is responsible for your care, of your location, general condition or death, unless you object.

Emergencies - The Company may disclose medical information about you to a public or private entity assisting in disaster relief so that your family can be notified about your condition, status, or location. You may object to this disclosure with a written request. However, if you are not available or are unable to agree or object, or in some emergency circumstances, the Company will use its professional judgment to decide whether this disclosure is in your best interest.

As Required By Law - The Company will disclose your health information when required to do so by federal, state or local law.

Workers' Compensation - The Company may release medical information about you for workers' compensation or similar programs. These programs provide benefits for work-related injuries or illness.

For Public Health Activities - The Company may disclose medical information about you for public health activities. These purposes generally include the following: (1) To prevent or control disease, injury, or disability; (2) To report deaths; (3) To report abuse or neglect of children,

elders, and dependent adults; (4) To report reactions to medications or problems with products; (5) To notify people of recalls of products they may be using; and (6) To notify a person who may have been exposed to a disease or who may be at risk for contracting or spreading a disease or condition.

For Health Oversight Activities - The Company may disclose medical information about you to a health oversight agency for activities authorized by law.

For Lawsuits and Disputes - The Company may disclose medical information about you in response to a court or administrative order, subpoena, discovery request, or other lawful process.

Disclosure to Law Enforcement - If asked to do so by law enforcement and as authorized or required by law, the Company may release medical information: (1) To identify or locate a suspect, fugitive, material witness, or missing person; (2) About a suspected victim of a crime if, under certain limited circumstances, we are unable to obtain the person's agreement; (3) About a death suspected to be the result of criminal conduct; (4) About criminal conduct at the Company; and (5) In case of a medical emergency, to report a crime, the location of the crime or victims, or the identity, description or location of the person who committed the crime.

Decedents - The Company may release medical information about you to a coroner or medical examiner. This may be necessary, for example, to identify a deceased person or determine the cause of death. The Company may also release medical information about you to funeral directors. The Company may also release information to any individual known to the Company as a family member, close personal friend of the family, or any other person identified, who was involved in your care or the payment for your care prior to your death, unless you indicate otherwise. Your medical information may be used or disclosed to others without your authorization after fifty (50) years from the date of your death.

For Specialized Government Functions - The Company may disclose medical information about you to authorized federal officials for intelligence, counter intelligence, and other national security activities.

Information About Inmates/Individuals in Custody - If you are an inmate or under the custody of a law enforcement official, the Company may release medical information about you to the correctional institution or law enforcement official responsible for you as authorized or required by law.

Disclosure For Threats to Health and Safety - In certain circumstances, the Company may be required to disclose medical information to avert a serious threat to your health and safety or the

health and safety of another person as required by law enforcement. The use or disclosure will be made in compliance with the law and will be limited to the relevant requirements of the law.

Marketing - The Company will not release your medical information for marketing purposes without an authorization from you.

Sale of Medical Information - The Company will not sell your medical information without an authorization from you.

YOUR RIGHTS

You have the following rights regarding your medical information. In order to exercise these rights, you must contact The HIPAA Privacy Officer at the Company. You may be asked to submit a written request. The HIPAA Privacy Officer may be contacted using the following information:

Integrative Spine Care & Wellness, LLC
Attn: HIPAA Privacy Officer
625 Celeste St., Suite 407
New Orleans, LA 70130
Phone: (504) 233-2083
Fax:
Email: admin@nolaspinecare.com

Right to Inspect and Copy - With certain exceptions, you have the right to inspect and receive copies of your medical information.

Amendment - If you feel that medical information about you is incorrect or incomplete, you may ask the Company to amend the information.

Right to an Accounting of Disclosures - You have the right to receive a list of certain disclosures that we may have made of your medical information.

Right to Request Restrictions - You have the right to request a restriction or limitation on medical information that the Company uses or discloses about you for treatment, payment or health care operations, and to request a limit on the medical information that the Company may disclose to family members or friends involved in your care.

Request Confidential Communications - You have the right to request that the Company communicate with you about your appointments or other matters related to your treatment in a specific way or at a specific location.

Receive a Copy - You have the right to obtain a copy of this notice.

CHANGES TO THIS NOTICE

The Company reserves the right to change the terms of this Notice at any time. The Company reserves the right to make the revised or changed notice effective for medical information the Company already has about you as well as any information the Company receives in the future. The Company will post a copy of the current Notice. The Notice will contain an effective date.

QUESTIONS AND COMPLAINTS

If you have any questions or believe that your privacy rights have been violated, you may contact the Company's HIPAA Privacy Officer in person or mail a written summary of your concern to the address listed above.

You may also file a written complaint with the Department of Health and Human Services at the following address:

Centralized Case Management Operations
U.S. Department of Health and Human Services
200 Independence Avenue, S.W.
Room 509F HHH Bldg.
Washington, D.C. 20201
Toll-free: (800) 368-1019
TDD toll-free: (800) 537-7697
Email: OCRComplaint@hhs.gov

You will not be penalized or retaliated against for filing a complaint.

OTHER USES OF MEDICAL INFORMATION

Other uses and disclosures of medical information not covered by this Notice or the laws that apply to use will be made only with your written permission. If you provide the Company permission to use or disclose medical information about you, you may revoke that permission in writing at any time. If you revoke your permission the Company will stop any further use or disclosure of your medical information for the purposes covered by your written authorization, except if the Company has already acted in reliance on your permission. You understand that the Company is unable to take back any disclosure the Company has already made with your

permission and that the Company is required to retain its records of the care that the Company provided to you.