

Needle Play Acupuncture, Inc.
Terms of Use

I. GENERAL

This Website, <https://www.needleplayacupuncture.com>, (“Website”) is owned and operated by Needle Play Acupuncture, Inc. (“Needle Play” “we,” “us,” or “our”).

By accessing our Website, you agree to be bound by all provisions stated in these Terms of Use (“Terms”), and all applicable laws and regulations. You also agree that you are responsible for being in compliance with any applicable local laws. Please carefully read all provisions contained in these Terms of Use, as they contain important details and explanations regarding our policies and requirements, warranties and representations.

If you do not agree with any of these provisions, you are prohibited from using or accessing our Website and must leave our Website now.

II. SERVICES

Our Services include acupuncture, shiatsu massages, cupping, and tui na massages. (“Services”)

III. USE LICENSE

Our Website, Content, and other materials available on or through our Website is owned, authored, created, purchased, or licensed by Needle Play (“Materials”). Our Materials may be protected by copyright, trademark, patent, trade secret and/or other laws, and we reserve and retain all rights in our Materials.

Content includes: any image, video, sound, text, email, or any other type of file or media which is publicly viewable on our Website.

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You may not: otherwise reproduce, distribute, communicate to the public, make available, adapt, modify, use Materials for commercial purposes, publicly display, remove copyright or trademark notations, unless expressly set forth herein.

Needle Play reserves the right to terminate this or any license at any time if your breach or violate any provisions of these Terms of Use. Your license is automatically terminated if you violate any restrictions. Violators of this limited license as it is described in this section may be prosecuted to the fullest extent under the applicable law.

IV. BOOKING, CHARGES AND BILLING PRACTICES

We use Unified Practice to book appointments. Unified Practice has its own Terms of Use and Privacy Policy that you should consult.

We bill at the time of your appointment and accept credit or debit cards, venmo, cash..

V. COPYRIGHT INFRINGEMENT

If you believe that work published on our Website infringes upon an existing copyright, send written notification that includes the following elements, pursuant to Title 17 U.S.C. 512(c)(3) of the Digital Millennium Copyright Act. Please consult your legal counsel for specific requirements.

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- The URL of copyrighted work allegedly infringed, or if multiple works are allegedly infringed, a representative list.
- Your name, mailing address, telephone number, and email address at which you may be contacted.
- A statement that you believe in good faith that use of the material is not authorized by the copyright owner or otherwise under the law.
- A statement that the information in your communication is accurate under penalty of perjury, and that you as the complaining party are authorized to act on behalf of the owner of the copyright allegedly infringed.

Copyright Infringement Notices should be mailed, faxed or emailed to Needle Play's designated Copyright Agent at the following address:

Attn: Copyright Agent
12 Fair Ave
San Francisco, CA 94110
Dr.Marcos@NeedlePlayAcupuncture.com

If you send notification by email, please include "Copyright Notification" as the subject line.

If you are not sure whether the material infringes someone else's copyright, please contact an attorney before contacting Needle Play. Title 17 U.S.C. 512(f) of the Digital Millennium Copyright Act establishes that any person who knowingly misrepresents that material is infringing upon a copyright may be subject to liability.

Copyright Infringement Counter-Notification

If you have posted material to our Website that has been removed due to alleged copyright concerns, and you believe that the material has been removed in error, please send a written

communication with the elements listed below, pursuant to Title 17 U.S.C. 512(g)(3) of the Digital Millennium Copyright Act:

- The URLs of items that have been removed.
- Your address, telephone number, and email address at which you may be contacted.
- Your username, if applicable.
- A statement that you swear, under penalty of perjury, that you believe in good faith that the material was removed as a result of a mistake or misidentification.
- Your physical signature, a scanned physical signature or a valid electronic signature.

Copyright Infringement Counter Notifications should be mailed, faxed or emailed to Needle Play's designated Copyright Agent at the following address:

Attn: Copyright Agent
12 Fair Ave
San Francisco CA, 94110
Dr.Marcos@NeedlePlayAcupuncture.com

If you send by email, please include "Copyright Counter-Notification" as the subject line.

If you are not sure whether the material infringes someone else's copyright, please contact an attorney before contacting Needle Play. Title 17 U.S.C. 512(f) of the Digital Millennium Copyright Act establishes that any person who knowingly misrepresents that material was removed by mistake may be subject to liability.

Your personal information will be forwarded to the person who filed the original copyright notification. The claimant must notify us within 10 days of legal action, in which case we will not restore the material. If we do not receive such notice we may restore the material at our sole discretion.

The details outlined in this subsection are for information purposes only. They are not intended to convey legal advice. Please consult your attorney for any matters relating to copyright protection or counter-notification.

VI. PRIVACY POLICY

You may view our **Privacy Policy** [HERE](#). The provisions of the **Privacy Policy** are hereby incorporated by reference herein.

VII. COOKIE POLICY

You may view our **Cookie Policy** [HERE](#). The provisions of the **Cookie Policy** are hereby incorporated by reference herein.

VIII. DISCLAIMERS

YOU AGREE YOUR USE OF OUR WEBSITE SHALL BE AT YOUR OWN SOLE RISK. WE PROVIDE OUR WEBSITE ON AN “AS-IS” AND “AS AVAILABLE” BASIS FOR YOUR PERSONAL USE. TO THE FULLEST EXTENT PERMITTED BY LAW, WE AND ALL OUR RELATED ENTITIES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH OUR WEBSITE AND YOUR USE OF OUR WEBSITE. THESE INCLUDE BUT ARE NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, SECURITY, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY, AND OTHERS. OUR WEBSITE ARE PROVIDED ON A COMMERCIALY REASONABLE BASIS. WE DO NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OUR WEBSITE AT A TIME OR LOCATION OF YOUR CHOOSING.

WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF OUR WEBSITE’S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO OUR WEBSITE.

WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH OUR WEBSITE OR APPEARING ON OUR WEBSITE IN ANY ADVERTISING OR OTHERWISE. WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND A THIRD-PARTY PROVIDER OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE. YOU MAY BE SUBJECT TO ADDITIONAL TERMS, CONDITIONS AND POLICIES WHEN USING THIRD PARTY WEBSITES OR SERVICES AND SHOULD READ ANY TERMS, CONDITIONS AND POLICIES OF SUCH THIRD PARTIES.

IX. LIMITATIONS OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ANY LIABILITY TO YOU OF ANY TYPE WHATSOEVER. IN NO EVENT WILL WE OR OUR RELATED ENTITIES BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM: (1) ANY ERROR, MISTAKE, OR ACTION BY US IN ANY WAY RELATED TO YOUR USE OF OUR SERVICES OR OUR WEBSITE; (2) ANY PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER RESULTING FROM YOUR USE OF OUR SERVICES OR WEBSITE, OR ACCESS TO OUR SERVICES OR WEBSITE; (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVICES OR WEBSITE, OR ACCESS TO OUR SERVICES OR WEBSITE, OR ANY PERSONAL INFORMATION OR FINANCIAL

INFORMATION STORED IN OUR SERVERS; (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICES OR WEBSITES; (5) ANY BUG, VIRUS, TROJAN HORSE, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES; OR (6) ANY ERRORS OR OMISSIONS OF ANY KIND WHATSOEVER OF ANY TYPE IN ANY WAY RELATED TO OUR SERVICES OR OUR WEBSITE. THIS INCLUDES WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, WHETHER OR NOT WE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR WHETHER SUCH DAMAGES ARE FORESEEABLE.

IN THE EVEN YOU CLAIM THERE WAS ANY PROBLEM WITH YOUR USE OF OUR SERVICES, YOU AGREE THAT YOUR SOLE REMEDY SHALL BE TO SEEK REIMBURSEMENT FOR ANY FUNDS PAID FOR OUR SERVICES. WE SHALL HAVE SOLE DISCRETION TO DETERMINE IF ANY PORTION OF YOUR FUNDS SHOULD BE REIMBURSED TO YOU. YOU SPECIFICALLY ACKNOWLEDGE THAT WE SHALL NOT BE LIABLE FOR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY, AND THAT THE RISK OF HARM OR DAMAGE FROM SUCH RESTS ENTIRELY WITH YOU. YOU AND WE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO OUR SERVICES IN ANY WAY MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ARISES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED. BOTH PARTIES EXPRESSLY AGREE TO WAIVE THEIR RIGHTS TO ANY LONGER STATUTES OF LIMITATIONS.

X. INDEMNIFICATION

You agree to indemnify, hold harmless and defend us and our affiliates, entities, and/or parent companies from and against any and all lawsuits, claims, damages, obligations, losses, liabilities, costs or debts, and expenses (including but not limited to attorneys' fees) in any way related to or arising from: (1) your use of and access to our Services; (2) your violation of any term of these Terms of Use; (3) your violation of any third-party right, including without limitation any copyright, trademark, patent, other intellectual property right, privacy right, or any other right; or (4) any action by you which is negligent, tortious or otherwise wrongful.

We reserve the right, at your expense, to assume the exclusive defense and control of any matter subject to indemnification by you. This defense and indemnification obligation will survive these Terms and your use of our Services.

XI. GOVERNING LAW; VENUE

These Terms are governed by and construed exclusively in accordance with the internal laws of the State of California, United States of America, without giving effect to California's principles of conflicts of law.

Any legal action or proceeding with respect to these Terms, our Website, or any issues related thereto shall be brought in and venue shall lie in the San Francisco County Superior Court for the State of California, which courts shall have exclusive jurisdiction concerning any such legal action or proceeding. Each of the parties hereto irrevocably waives any objection (including without limitation any objection to venue based on the grounds of inconvenient forum), which it may not or hereafter have to the exclusive venue of any such legal action or proceeding being in such above specified courts.

XII. COMPLAINTS

You can file a complaint relating to our Website by contacting the following:

Attn:
Dr.Marcos@NeedlePlayAcupuncture.com

Please include “Complaint” in the subject line.

We will respond to the complaint as soon as feasible.

XIII. MISCELLANEOUS PROVISIONS

Entire Agreement. These Terms shall constitute the entire agreement between Needle Play Acupuncture and you (collectively “Parties”), superseding any prior agreements, writings, or communications between you and use with respect to the subject matters discussed in these Terms of Use. If any part or portion of these Terms is found to be invalid or unenforceable, that part or portion shall be construed consistent with applicable law to reflect, as nearly as possible, the original intentions of the Parties, and the remaining parts and portions shall remain in full force and effect.

Waiver. No failure by us to enforce or seek remedies for violations of any terms or provision contained in these Terms of Use shall be deemed a further or continuing waiver or such term or provision or of any other term or provision. Our failure to assert any right or provision under these Terms of Use shall not constitute waiver of such right or provision in any way.

New Services. You also agree and accept that as we make available any new products or services on or through our Website, your use of our Services is subject to these Terms of Use.

Third-Party Intellectual Property. All third-party copyrights or trademarks referenced in or in any way related to our Website or Services are the property of their respective owners.

Amendments. We reserve the right to amend or change these Terms of Use at any time and without direct notice to you. Any such amendments or changes to these Terms of Use will occur by us placing the amended version of these Terms of Use on this Website. You should periodically review this Website to see if we have amended these Terms of Use in any way. The Last Updated and Effective Date of these Terms of Use are stated below. Your use of our

Services following any such amendments will signify your assent to and acceptance of any such amendments.

Last Updated: April 4, 2022

Effective Date: April 4, 2022