



Terms of Use

Effective Date: March 1, 2020

Welcome to Grit-Well.com (the “Website”), operated by GritWell, Inc. (“GritWell, “we”, “our”, or “us”). These Terms of Use (“Terms”) constitute a legally binding agreement (“Agreement”) between you (“you” or “your”) and GritWell, governing your access to and use of the GritWell Website, our mobile, tablet and other smart device applications, application program interfaces, and any other website sponsored, owned or operated by GritWell or its affiliates (collectively, “Application”) and all associated Services (as defined below).

Your access to and use of the Application and Services is subject to the following Terms. Please read these Terms carefully before accessing or using the Application or Services, so that you fully understand your rights and responsibilities.

By using the Application or Services, you signify your assent to these Terms. If you do not agree to all of these Terms, do not use this Application!

GritWell operates subject to state and federal regulations, and the Services may not be available in your state. You represent that you are not a person barred from enrolling for or receiving the Services under the laws of the United States or other applicable jurisdictions in which you may be located. Access to and use of the Site or the Services is limited exclusively to users located in States within the United States where the Services are available. Services are not available to users located outside the United States. Accessing the Site or Services from jurisdictions where content is illegal, or where we do not offer Services, is prohibited.

About Us and Services

GritWell connects you with functional medicine trained health coaches who also consult with and obtain advice from functional medicine and naturopathic doctors. Our main goal is to help you identify and treat the root cause of your chronic symptoms, personalizing recommendations on diagnostic testing, nutrition, supplements and lifestyle alterations.

GritWell is an online platform that enables all users to access information services through our digital content feed and registered users (“Members”) to access health services via our video and audio consultations with our Practitioners (as defined below), schedule medical tests and obtain supplements.

Our Services (as defined below) are provided using qualified health coaches (“Practitioner(s)”) contracted and vetted by GritWell (as described in these Terms) who consult with and obtain advice from functional medicine trained medical doctors and/or naturopathic doctors (“MDs/NDs”). **Members do not meet or interact directly with MDs/NDs. Neither the Practitioners nor any MDs/NDs that such Practitioners may consult with are employees of GritWell but are instead independent contractors.**

The Content and Practitioner Content (as defined below) on the Application are for informational purposes only.

The information contained on the Application is presented for the purpose of educating consumers on health and wellness topics and providing general information. NOTHING CONTAINED IN THE APPLICATION OR DELIVERED THROUGH THE SERVICE IS INTENDED TO BE MEDICAL ADVICE FOR DIAGNOSIS OR TREATMENT AND SHOULD NOT BE RELIED UPON AS YOUR SOLE SOURCE FOR HEALTH OR MEDICAL INFORMATION. THE MDs/NDs THAT WORK WITH PRACTITIONERS DO SO IN AN ADVISORY CAPACITY ONLY AND AS INDEPENDENT CONTRACTORS, NOT EMPLOYEES OF GRITWELL.

THE INFORMATION ON THIS APPLICATION SHOULD NOT BE CONSIDERED COMPLETE AND SHOULD NOT BE RELIED ON TO SUGGEST A COURSE OF TREATMENT FOR A PARTICULAR INDIVIDUAL OR USED IN PLACE OF A VISIT, CALL, CONSULTATION OR THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTHCARE PROVIDER. YOU SHOULD NEVER DISREGARD MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF SOMETHING YOU HAVE READ ON THE APPLICATION. **INFORMATION ON THIS APPLICATION IS INTENDED TO AUGMENT OTHER SOURCES OF INFORMATION AND SHOULD NOT BE CONSIDERED A SUBSTITUTE FOR YOUR PERSONAL RESPONSIBILITY AND DILIGENCE.**

INFORMATION CONTAINED ON THE APPLICATION IS NOT EXHAUSTIVE AND DOES NOT COVER ALL DISEASES, AILMENTS, PHYSICAL CONDITIONS OR THEIR TREATMENT. SHOULD YOU HAVE ANY HEALTHCARE RELATED QUESTIONS, CALL OR SEE YOUR PHYSICIAN OR OTHER QUALIFIED HEALTHCARE PROVIDER PROMPTLY, OR CONTACT YOUR LOCAL EMERGENCY SERVICES IN CASE OF AN EMERGENCY. ALWAYS CONSULT WITH YOUR PHYSICIAN OR OTHER QUALIFIED HEALTHCARE PROVIDER WITH YOUR HEALTHCARE RELATED QUESTIONS, OR BEFORE EMBARKING ON A NEW TREATMENT, DIET OR FITNESS PROGRAM.

IN THE EVENT OF A MEDICAL EMERGENCY, CALL 911. DO NOT DISREGARD OR DELAY SEEKING MEDICAL ADVICE BECAUSE OF CONTENT YOU HAVE READ ON THIS APPLICATION OR ADVICE OBTAINED THROUGH THIS APPLICATION. THIS APPLICATION DOES NOT CONTAIN MEDICAL ADVICE AND WE DO NOT MONITOR THIS APPLICATION OR COMMUNICATIONS FROM THIS APPLICATION FOR MEDICAL DIAGNOSTIC OR EMERGENCY HEALTHCARE PURPOSES.

GritWell does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on the Application or obtained through the Services. Reliance on any information provided by GritWell, GritWell employees, Practitioners, third-party service providers or others appearing on the Application at the invitation of GritWell, or other visitors to the Application is solely at your own risk. GritWell does not provide medical advice or care and the Application simply facilitates communication between parties and Practitioners and provides scheduling of tests and ordering of supplements.

Our Services

We provide the following services for individuals using our Application (the “Services”):



1. Collect and store the information you provide us regarding your health concerns to provide a customized experience;
2. Using the information you provide, connect you with one of our pre-screened and certified Practitioners and track your healthcare progress;
3. Provide an easy and convenient platform to book appointments, obtain referrals and schedule treatments and tests;
4. Provide an easy and convenient platform to order supplements;
5. Using the information you provide, make available to you a curated selection of articles and other information based on your health needs and interests;
6. Provide access to healthcare records we hold;
7. Provide access to healthcare and lifestyle information; and
8. Provide access to an online community for all users of the Application to get advice and inspiration.

GritWell does not provide medical advice or care. GritWell contracts with Providers, MDs/NDs, and third-party service providers who are independent contractors. The Providers and MDs/NDs, and not GritWell, are responsible for the quality and appropriateness of the care they render to you. GritWell does not provide any legal advice or representations in any way regarding any legal issues associated with advice, information, goods, or services offered by a Provider or MDs/NDs, including but not limited to any compliance obligations or steps necessary to comply with any state or federal laws and regulations.

The Providers are independent of GritWell and are merely using the Application as a way to communicate with you. Any information or advice received from a Provider comes from them alone, and not from GritWell. Your interactions with the Providers via the Application is not intended to take the place of your relationship with your regular healthcare practitioners or primary care physician. Neither GritWell, nor any of its subsidiaries or affiliates or any third-party who may promote the Application or Service or provide a link to the Service, shall be liable for any professional advice obtained from a Provider via the Application or Service, nor any information obtained on the Application. GritWell does not recommend or endorse any specific Providers, tests, physicians, medications, products, or procedures. You acknowledge that your reliance on any Providers or information delivered by the Providers via the Application or Service is solely at your own risk and you assume full responsibility for all risks associated herewith.

Should a Practitioner recommend any diagnostic testing to be performed, all such testing will be ordered by GritWell through an independent third-party provider on the Practitioner's behalf. Practitioners will read and analyze the test results and will share their observations with MDs/NDs who will likewise review such test results and provide general input/advice to the Practitioner. Should you prefer, you may choose to have your diagnostic tests performed by your own doctor.

Should a Practitioner recommend any supplements, all such supplements will be ordered by GritWell through an independent third-party provider on the Practitioner's behalf.

The information contained on the Website and Application has not been evaluated by the Food and Drug Administration (FDA) and is not intended to diagnose, treat, cure, or prevent any disease, or to be considered medical advice.

Accounts and Security

If any part of the Application or Services require you to open an account, you must complete the registration process by providing GritWell with current, complete and accurate information, as prompted by the applicable registration form. You acknowledge that by providing any information to GritWell which is untrue, inaccurate, not current or incomplete, GritWell reserves the right to terminate the Terms and your continued access and use of the Application and/or the Services.

As part of the registration process, you will be asked to select a username and password. You are entirely responsible for maintaining the security and confidentiality of your account and password. FURTHERMORE, YOU ARE ENTIRELY RESPONSIBLE FOR ANY AND ALL ACTIVITIES AND CONDUCT, WHETHER BY YOU OR ANYONE ELSE, THAT ARE CONDUCTED THROUGH YOUR ACCOUNT. You agree to notify GritWell immediately of any unauthorized use of your account or any other breach of security. GritWell will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you may be held liable for any losses incurred by GritWell or another party due to someone else using your account or password.

By creating an account with us or by sending e-mails to us, you are communicating with us electronically. We will communicate with you by e-mail or by posting notices on the Application. You consent to receive communications from us electronically. Further, you agree that all communications including but not limited to agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Payment Terms

When you provide payment information, you represent and warrant that the information is accurate, that you are authorized to use the payment method provided, and that you will notify us of changes to the payment information. We reserve the right to utilize third-party credit card updating services to obtain current expiration dates on credit cards.

GritWell uses the third-party payment platform, Stripe, the Stripe API, and in conjunction, your Stripe account to process credit and debit card transactions for your GritWell account. GritWell is a “Partner Application” as defined in the Stripe Terms of Service. By using GritWell and agreeing to these Terms, you also agree to be bound by Stripe’s Terms of Service.

You expressly understand and agree that GritWell shall not be liable for any payments and monetary transactions that occur through your use of the Services or Application. You expressly understand and agree that all payments and monetary transactions are handled by Stripe. You agree that GritWell shall not be liable for any issues regarding financial and monetary transactions between you and any other party, including Stripe.

You are responsible for all transactions (one-time, recurring, and refunds) processed through the Application and/or Stripe. GritWell is not liable for loss or damage from errant or invalid transactions processed with your Stripe account. This includes transactions that were not processed due to a network communication error, or any other reason. If you process a transaction, it is your responsibility to verify that the transaction was successfully processed.

You understand that GritWell uses the Stripe API to run the Services and Application and that the Stripe API is subject to change at any time and such changes may adversely affect the Services and/or Application. You understand and agree to not hold GritWell liable for any adverse effects that actions (whether intentional or unintentional) on the part of Stripe may cause to your Stripe account, your GritWell account, or your business.

You must not process stolen credit cards, or unauthorized credit cards through Stripe and/or your GritWell account.

Service Providers

GritWell does not endorse and is not responsible or liable for any Content, Practitioner Content, data, advertising, products, goods or services available or unavailable from, or through, any third-party, MDs/NDs or Practitioner (which includes, but is not limited to, any third-parties providing diagnostic testing or supplement ordered by GritWell on the recommendation of a Practitioner). You agree that should you use or rely on such Content, Practitioner Content, data, advertisement, products, goods or services, available or unavailable from, or through any third-party, MDs/NDs, Practitioner (including, but not limited to, any third-parties providing diagnostic testing or supplement ordered by GritWell on the recommendation of a Practitioner), GritWell is not responsible or liable, indirectly or directly, for any damage or loss caused or alleged to be caused by or in connection with such use or reliance. Your dealings with, or participation in promotions of any Practitioner, and any other terms, conditions, representations or warranties associated with such dealings, are between you and such Practitioner exclusively and do not involve GritWell. You should make whatever investigation or other resources that you deem necessary or appropriate before hiring or engaging Practitioners.

Third-parties and Practitioners may link or otherwise direct Internet users to our Application and Services for the purpose of utilizing one or more of the Services we provide on behalf of others. Additionally, we may provide links or otherwise direct you to third-party or Practitioner websites. GritWell does not control or operate any such third-party or Practitioner websites. Any information you provide to these third-party or Practitioner websites while on these third-party or Practitioner websites is subject to the respective policies of those third-parties or Practitioners, and not GritWell's policies. It is your responsibility to review such third-party or Practitioner policies, including any relevant privacy policies. You agree that GritWell will not be responsible or liable for, and does not endorse any content, advertising, goods or services provided on or through these outside websites or for your use or inability to use such websites. GritWell does not make any representations or warranties as to the security of any information (including, without limitation, credit card and other personal information) you might be requested to give to any third-party or Practitioner sites. You use these third-party or Practitioner websites at your own risk.

You agree that GritWell is not responsible for the accessibility or unavailability of any Practitioner or for your interactions and dealings with them, with any MDs/NDs or with any third-party service providers, and you agree to waive the right to bring or assert any claim against GritWell relating to any interactions or dealings with any Practitioner, MDs/NDs or third-party service provider and release GritWell from any and all liability for or relating to any such interactions or dealings. Without limiting the foregoing, your correspondence or business dealings with, consumption of products or services of, or participation in promotions of, third-parties, Practitioners or MDs/NDs found on or through the use of the Application, including payment for and delivery or fulfillment of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such third-party. You agree that GritWell shall not be responsible or liable, directly or indirectly, for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such third-parties, Practitioners or MDs/NDs on the GritWell Application.

Regulation of Our Services

1. Our Services are available to adults who are 18 years of age or older, and to children younger than 18 years of age provided that their guardians (who are 18 years of age or older) use the Application on their behalf.
2. The duration of any consultation with a Practitioner is at the discretion of the individual Practitioner.
3. Practitioners may hold different clinical opinions on the same medical condition or symptoms and, provided these opinions are reasonably held, the fact that two or more Practitioners give different opinions in the course of service provision does not necessarily indicate that our Services are ineffective.
4. We do not tolerate abuse or offensive behavior towards Practitioners.
5. Our Services are not designed for non-English speakers.
6. We may need to ask you for certain personal information in order to provide our Services. If you do not provide this information when requested, we may be unable to provide our Services.
7. The Application has not been developed to meet your individual requirements. It is therefore your responsibility to ensure that the facilities and functions of the Application meet your requirements.
8. While certain information controlled, generated by, displayed within or stored in the Application may be helpful in providing knowledge about certain health conditions or circumstances, the Application is not designed as, nor may you use it as, a device to detect, diagnose, treat or monitor any health condition or to establish the existence or absence of any health condition.
9. We may suspend your access to Services or terminate your account with us if your use of Services breaches any of these Terms.
10. Our vetting process of Practitioners includes the following:
 - Our health coaches have received a certification from the Institute of Integrative Nutrition, the Functional Medicine Coaching Academy or The School of Applied Functional Medicine;
 - Practitioner telephone interviews;
 - Practitioner resume and testimonial review; and
 - Requiring each Practitioner to possess at least 2+ years of practice experience.

Publication and Distribution of Content

GritWell does not guarantee the accuracy, integrity, quality or appropriateness of any Content transmitted to or through the Application. You acknowledge that GritWell simply acts as a passive conduit and an interactive computer service provider for the publication and distribution of Content and for the publication and distribution of any Content posted by Practitioners, including in response to Content (“Practitioner Content”). You understand that all Content and Practitioner Content posted on, transmitted through or linked through the Application, are the sole responsibility of the person from whom such Content originated. You understand that GritWell does not control and is not responsible for Content or Practitioner Content made available through the Application, and that by using the Application, you may be exposed to Content or Practitioner Content that is inaccurate, misleading, or offensive. You agree that you must evaluate and make your own judgment, and bear all risks associated with, the use of any Content and Practitioner Content.

You further acknowledge that, other than as provided under these Terms, GritWell has no obligation to screen, preview, monitor or approve any Content or Practitioner Content, or Content posted or submitted by any other GritWell member or any Practitioner. However, GritWell reserves the right to review and delete any Content or Practitioner Content that, in its sole judgment, violates the terms and conditions of these Terms. By using the Application, you agree that it is solely YOUR RESPONSIBILITY to evaluate your risks to bear associated with the use, accuracy, usefulness, completeness or appropriateness of any Content that you submit, receive, access, transmit or otherwise convey through the Application. Under no circumstances will GritWell be liable in any way for any Content or Practitioner Content, including, but not limited to, any Content or Practitioner Content that contains any errors, omissions, defamatory statements, or confidential or private information (including, but not limited to, health information) or for any loss or damage of any kind incurred as a result of the use of any Content or Practitioner Content submitted, accessed, transmitted or otherwise conveyed via the Application. You waive the right to bring or assert any claim against GritWell relating to Content or Practitioner Content, and release GritWell from any and all liability for or relating to any Content or Practitioner Content.

You may, however, report Content that you believe violates these Terms or is otherwise unlawful by sending an email to hello@grit-well.com (for copyright complaints, please see below). Please note that you may be liable for damages (including costs and attorneys’ fees) for unlawful misrepresentations. If you are uncertain whether an activity is unlawful, we recommend seeking the advice of an attorney.

You agree that GritWell may establish general practices, policies and limits, which may or may not be published, concerning the use of the Application and Services, including without limitation, the time that reviews and ratings will be retained, the maximum number of reviews and ratings that may be sent from an account, the length of reviews and ratings sent, and the maximum number of times and the maximum duration for which you may access the Application and Services in a given period of time. You agree that GritWell has no responsibility or liability for the deletion or failure to store any Content or other materials maintained or transmitted by or through the Application and Services. You agree that GritWell has the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

Submitting Content

As a condition of submitting any Content or other materials to the Application or Services, you agree that:

1. You grant to GritWell a royalty free, perpetual, irrevocable, worldwide, nonexclusive, transferable, and sublicensable license to use, reproduce, copy, adapt, modify, merge, distribute, publicly display, create derivative works from, and/or incorporate such Content into other works;
2. You grant to GritWell all rights necessary to publish or refrain from publishing your name and address in connection with your Content; sublicense through multiple tiers the Content, and acknowledge that this license cannot be terminated by you once your Content is submitted to the Application and Services;
3. You grant to GritWell all rights necessary to prohibit the subsequent aggregation, display, copying, duplication, reproduction, distribution, or exploitation of your Content by any other party;
4. Your name and report information may be made available to the public and to the Practitioners on which you report;
5. You represent that you own or have secured all legal rights necessary for the Content submitted by you to be used by you, GritWell, and others as described and otherwise contemplated in these Terms;
6. You represent and warrant that each person identified, depicted, or shown in your Content, if any, (and if a minor, the parent or guardian of the minor) has provided consent to the use of the Content consistent with these Terms;
7. You are solely responsible for your reviews and ratings;
8. GritWell may, in its sole discretion, choose to remove or not to remove reviews and ratings once published;
9. You will not submit any reviews that may be considered by GritWell to be infringing, harassing, libelous, abusive, threatening, obscene, profane, hateful, offensive, harmful, vulgar, distasteful, defamatory, or otherwise violates any relevant law or right of any other party, or racially, ethnically or otherwise objectionable;
10. All of your reviews and ratings will either be based upon (i) your actual first-hand experiences with the Practitioners you are reviewing or (ii) as provided below, an individual and that individual's actual first-hand experience with a healthcare or wellness provider whereby you have the legal authority to disclose such health information and experience of such individual;
11. All of your reviews and ratings of the Practitioners that you are rating will be accurate, honest, truthful, and complete in all respects;
12. You do not work for, own any interest in or serve on the board of directors of, any of the Practitioners for which you submit reviews and ratings; you are not in any way related (by blood, adoption or marriage, if the Practitioner is an individual) to any of the Practitioners for which you submit reviews or ratings;
13. You have not received any form of compensation to post reviews and ratings;
14. You will submit thorough and thoughtful reviews of the Practitioners you review;
15. You will not submit reviews that comment on other users or the reviews of other users;
16. You will not submit reviews with hyperlinks; or

17. The reviews and ratings that you provide do not reflect the views of GritWell, its officers, managers, owners, employees, agents, designees or other users.

Trademarks and Copyrights

GritWell's, and other sites' and Services' graphics, logos, designs, page headers, button icons, scripts, and service names are the trademarks or trade dress of GritWell in the U.S. and/or other countries. These trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, keyword advertisements, or email addresses, or in connection with any product or service in any manner that is likely to cause confusion.

You should assume all Content and material made available on the Application and Services is protected by copyright law. Aside from user-submitted Content, all other materials and other information on the Application and Services, including, but not limited to, all text, graphics, logos, icons, images, audio and video clips, downloads, data compilations and software are the exclusive property of GritWell and/or its licensors and are protected by all United States and international copyright laws.

User Conduct

As a condition of your access and use of the Application and Services and your submission or access to any ratings, reviews, communications, information, data, text, photographs, audio clips, podcasts, audiovisual works, Practitioner Content or other materials on the Application and Services (collectively, the "Content"), you agree not to use the Application and Services for any purpose that is unlawful or prohibited by these Terms, or any other purpose not reasonably intended by GritWell. By way of example, and not as a limitation, you agree not to:

1. Violate these Terms, other applicable agreement(s) with GritWell, and any applicable local, state, national or international law, and any rules and regulations having the force of law;
2. Use the Application and Services in any manner that violates any relevant law or that infringes, misappropriates or violates any third-party's rights, including, but not limited to, transmitting any Content that may infringe, misappropriate or violate a third-party's rights of publicity, contractual rights, fiduciary rights or intellectual property rights;
3. Use the Application and Services or its Content for any purposes not authorized by these Terms, including commercial, political, or religious purposes, including the submission or transmission of any Content that contains advertisements, promotional materials, junk mail, or any other form of solicitation;
4. Reproduce, duplicate, copy, modify, sell, re-sell or exploit any Content or the Application and Services for any commercial, educational, or any other non-personal purpose or for any purpose unrelated to your personal purchasing decisions, without the express written consent of GritWell, which consent may be withheld by GritWell in our sole discretion;
5. Post irrelevant Content, repeatedly post the same or similar Content or otherwise impose an unreasonable or disproportionately large load on our infrastructure, interfere or attempt to interfere with the proper working of the Application and Services or any activities conducted on the Application and Services;

6. Harass, threaten, intimidate, impersonate, or attempt to impersonate, any other person, falsify your contact or other information, misrepresent a relationship with any person or entity, including misrepresenting a relationship with GritWell, or otherwise attempt to mislead others as to the identity of the sender or the origin of a review or rating;
7. Knowingly provide or submit false or misleading information;
8. Use the Application and Services if you are under the age of eighteen (18), except as provided for in these Terms;
9. Take any action that would undermine the review and rating process under the Application and Services;
10. Attempt to gain unauthorized access to the Application and Services, other user accounts, or other computer systems or networks connected to the Application and Services;
11. Use the Application and Services in any way that could interfere with the rights of GritWell or the rights of other users of the Application and Services;
12. Attempt to gain unauthorized access to any portion or feature of the Application and Services, or any other systems or networks connected to the Application and Services or to any server used by GritWell by hacking, password 'mining' or any other illegitimate or unauthorized means, including attempting to obtain password, account, or any other personal or private information from any other Application and Services user;
13. Sell, share, or otherwise transfer your account username, password, other information, or your rights or obligations under these Terms;
14. Transmit or submit any transmission or other materials that are encrypted or that contains viruses, Trojan horses, worms, time bombs, spiders, cancelbots or other computer programming routines that is likely or intended to damage, interfere with, disrupt, impair, disable or otherwise overburden the Application and Services;
15. Access, download, monitor, or copy any information contained on our Application and Services through artificial means including but not limited to use any 'deep-link', 'scraper', 'robot', 'spider' or other automatic device, program, algorithm or methodology, or any similar or equivalent automatic or manual process, or in any way reproduce or circumvent the navigational structure or presentation of the Application and Services or any Content, to obtain or attempt to obtain any Content, materials, documents or information through any means not purposely made available through the Application and Services; or
16. Probe, scan or test the vulnerability of the Application and Services or any network connected to the Application and Services, nor breach the security or authentication measures on or of the Application and Services or any network connected to the Application and Services. You may not reverse look-up, trace or seek to trace any information on any other user of the Application and Services, or any other customer of GritWell, including any GritWell account not owned by you, to its source, or exploit the Application and Services or any service or information made available or offered by or through the Application and Services, in any way where the purpose is to reveal any information, including but not limited to personal identification or information other than your own information, except as expressly authorized by GritWell and provided for by the Application and Services.

Modifications of Terms of Use

GritWell may, in its sole discretion, modify these Terms at any time effective upon posting the modified Terms on and in connection with the Application and Services, with or without additional notice to you. You are responsible for regularly reviewing information posted on the Application and Services to obtain timely notice of such changes. If you do not agree to the amended Terms, you agree to immediately stop using the Application and Services and to provide GritWell notice to remove you from any distribution lists or other communication list that are available to you through your use of the Application and Services. YOUR CONTINUED USE OF THE APPLICATION AND SERVICES AFTER SUCH POSTING (OR OTHER NOTIFICATION, IF ANY) MEANS YOU ACCEPT AND AGREE TO BE BOUND BY THE MODIFIED TERMS OF USE.

Use of Your Personal Information

We use your personal information in accordance with our Privacy Policy ([linked](#)). Please take the time to read it as it includes important details about how we secure and process your data.

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT GRITWELL IS NOT RESPONSIBLE FOR THE ACTIONS OR INACTIONS OF ANY PRACTITIONERS, MDs/NDs, THIRD-PARTY SERVICE PROVIDERS (INCLUDING, BUT NOT LIMITED TO, PROVIDERS OF SUPPLEMENTS OR DIAGNOSTIC TESTS) OR OTHER USERS, INCLUDING ANY CONTENT POSTED OR INFORMATION PROVIDED BY A PRACTITIONER OR OTHER USER. THE SCREENING OF PRACTITIONERS PROVIDED BY GRITWELL IS PROVIDED AS A CONVENIENCE, MAY BE BASED ON UNVERIFIED THIRD-PARTY INFORMATION AND IS NO WAY AN ENDORSEMENT OF SUCH PRACTITIONER OR GUARANTEE OF THEIR ABILITY TO SUCCESSFULLY TREAT YOUR SYMPTOMS. FURTHERMORE, ALL RATINGS OF PRACTITIONERS ARE PROVIDED BY OTHER USERS OF THE APPLICATION AND ARE IN NO WAY REVIEWED, VERIFIED, ENDORSED OR GUARANTEED BY GRITWELL.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT GRITWELL WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COMPENSATORY, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF GRITWELL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) (COLLECTIVELY, "DAMAGES"), RESULTING FROM: (A) THE USE OR INABILITY TO USE THE APPLICATION OR SERVICES, EXPLICITLY INCLUDING ANY INTERACTIONS (INCLUDING CONSULTATIONS) WITH ANY PRACTITIONERS; (B) THE COST OF ANY GOODS AND/OR SERVICES PURCHASED OR OBTAINED AS A RESULT OF THE USE OF THE APPLICATION OR SERVICES; (C) DISCLOSURE OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR INFORMATION OR CONTENT; (D) CONTENT YOU SUBMIT, RECEIVE, ACCESS, TRANSMIT OR OTHERWISE CONVEY THROUGH THE APPLICATION; (E) STATEMENTS (INCLUDING ANY INFORMATION PROVIDED TO GRITWELL) OR CONDUCT OF ANY USERS, INCLUDING PRACTITIONERS, MDs/NDs, OR OTHER THIRD-PARTIES THROUGH THE APPLICATION (INCLUDING STRIPE); (F) ANY OTHER MATTER RELATING TO THE APPLICATION; (G) ANY BREACH OF THIS AGREEMENT BY GRITWELL OR THE FAILURE OF GRITWELL TO PROVIDE THE SERVICES UNDER THIS AGREEMENT; OR (H) ANY OTHER DEALINGS OR INTERACTIONS YOU HAVE WITH ANY PRACTITIONERS, MDs/NDs OR THIRD-PARTY SERVICE PROVIDERS, INCLUDING, BUT NOT LIMITED TO, PROVIDERS OF SUPPLEMENTS OR DIAGNOSTIC TESTS (OR ANY OF THEIR REPRESENTATIVES OR AGENTS). THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. IN SOME JURISDICTIONS, LIMITATIONS OF LIABILITY ARE NOT PERMITTED. IN SUCH JURISDICTIONS, SOME OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

Warranties and Disclaimers

You acknowledge that GritWell has no control over and no duty to take any action regarding: which users gain access to or use the Application and Services; what effects the Content on or in connection with the Application and Services may have on you; how you may interpret or use the Content on or in connection with the Application and Services; or what actions you may take as a result of having been exposed to the Content on or in connection with the Application and Services. You release GritWell from all liability for you having acquired or not acquired Content or information through the Application and Services. The Application and Services may contain, or direct you to sites containing, information that some people may find offensive or inappropriate. GritWell makes no representations concerning any Content contained in or accessed through the Application and Services, and GritWell will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Application and Services. GritWell makes no guarantee or warranty, express or implied, as to the reliability, accuracy, timeliness or completeness of that information and assumes no responsibility for any errors or omissions therein.

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3. Your name, address, telephone number and (if available) e-mail address.
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1. You can give us feedback on our services by calling or emailing us via the details provided in these Terms.
2. If you are not satisfied with any of the Services, we would like to resolve it as soon as possible. Please tell us about your complaint as soon as you can so that we can do this.
3. If you wish to make a formal complaint about our services, you should do so as soon as possible by calling or emailing us via the details provided in these Terms. We may ask you for certain details about you and your complaint in order to address it. Please provide these as soon as you can so that we can resolve your complaint quickly.
4. Our Practitioners are certified healthcare professionals, and we will handle your complaint in an appropriate way, as required to do so by the professional rules that apply to our Practitioners and to our services, and following our complaints procedure.
5. We will tell you the outcome of our investigation into your complaint and give you the chance to discuss it with us.
6. If any disagreement between you and us arises in connection with these Terms, we will attempt to resolve it by discussing it with you.

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These Terms constitute the entire agreement and understanding between you and GritWell and governs your use of the Application and the Services, superseding any prior agreements between you and GritWell. These Terms and the relationship between you and GritWell shall be governed by and construed in accordance with the laws of the State of California, United States, without regard to its conflict of law provisions. You and GritWell irrevocably agree to submit to the personal and exclusive jurisdiction of the federal and state courts located within the county of San Francisco, in the State of California, and waive any jurisdictional, venue, or inconvenient forum objections to such courts. The failure of GritWell to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severed here from and shall not affect the validity and enforceability of any remaining provisions. The section titles in these Terms are for convenience purposes only and have no legal or contractual effect. These Terms are not assignable, transferable or sublicensable by you except with our prior written consent. However, we may assign these Terms to any third-party whom we choose without your consent. No waiver by GritWell of any breach or default hereunder shall be deemed a waiver of any preceding or subsequent breach or default.

Contact Us

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