

PREVENTION GENERATION WEBSITE TERMS AND CONDITIONS

Welcome to the Prevention Generation Website (“Site”) provided by Access Health & Wellness Association, LLC (“AHWA,” “we,” “us,” or “our”). On this Site, we provide personalized health and wellness content from holistic and conventional medical professionals based on health tags and topics that you select, and we further provide text, graphics, images, profiles, materials created by AHWA, materials obtained from AHWA’s licensors, and information to find and follow health professionals (collectively, “Content”). Collectively, the act of providing Content to you is referred to as the “Services.”

These Terms and Conditions (“Terms”) govern your access to and use of this Site, the Services and the Content and constitutes a binding agreement between you and AHWA. Please note that we reserve the right, at our sole discretion, to change these Terms from time to time. Your continued use of this Site, the Services or any Content after any such change takes effect will be deemed to constitute your acceptance of and agreement to the new Terms.

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING, USING, OR BROWSING THIS SITE, THE SERVICES OR ANY SITE CONTENT. BY ACCESSING, USING, OR BROWSING THIS SITE, THE SERVICES OR ANY SITE CONTENT, YOU, ON BEHALF OF YOURSELF OR YOUR ENTITY, AS APPLICABLE, ACKNOWLEDGE AND CONFIRM THAT: (A) YOU HAVE READ AND UNDERSTAND ALL OF THESE TERMS; (B) YOU OR YOUR ENTITY, AS APPLICABLE, AGREE TO BE BOUND BY ALL OF THESE TERMS AND ACKNOWLEDGE THAT THESE TERMS ARE THE LEGAL EQUIVALENT OF A SIGNED, WRITTEN CONTRACT BETWEEN AHWA AND YOU OR YOUR ENTITY, AS APPLICABLE; AND (C) IF ACCESSING, USING OR BROWSING THIS SITE, OR USING THE SERVICES, ON BEHALF OF AN ENTITY, YOU HAVE FULL AUTHORITY TO BIND YOUR ENTITY TO ALL OF THESE TERMS. IF YOU OR YOUR ENTITY, AS APPLICABLE, ARE NOT WILLING TO BE BOUND BY ALL OF THESE TERMS, INCLUDING WITHOUT LIMITATION THE PRECEDING ACKNOWLEDGEMENT AND AGREEMENT, DO NOT ACCESS, USE, OR BROWSE OUR SITE OR THE SERVICES; AHWA DOES NOT AND WILL NOT GRANT YOU ANY RIGHT OR LICENSE TO ACCESS, USE OR BROWSE THIS SITE, THE SERVICES OR THE SITE CONTENT.

THE MANDATORY ARBITRATION PROVISION AND CLASS ACTION WAIVER IN THE DISPUTE RESOLUTION SECTION BELOW GOVERN THE RESOLUTION OF DISPUTES. PLEASE READ THEM CAREFULLY. IF YOU DO NOT AGREE WITH THE MANDATORY ARBITRATION PROVISION AND CLASS ACTION WAIVER IN THE TERMS, PLEASE DO NOT USE SITE, THE CONTENT OR THE SERVICES.

1. CONVENIENCE AND INFORMATIONAL PURPOSES ONLY.

The Content is for informational purposes only and is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your physician

or other qualified health provider with any questions you may have regarding a medical condition. If you think you may have a medical emergency, call your doctor or 911 immediately.

AHWA is not a referral service and does not recommend or endorse any specific tests, health professionals, products, procedures, opinions, or other information that may be mentioned on the Site. AHWA is only an intermediary that provides selected information about health professionals. We do not offer advice regarding the quality or suitability of any particular health professional for specific treatments or health conditions, and no information on this Site should be construed as health or medical advice. Reliance on any information provided by AHWA on the Site is solely at your own risk and you assume all responsibility in connection with choosing any health professional, regardless of whether you obtained information about such health professional on or through this Site. The Content and Services may contain health- or medical-related materials that are sexually explicit. If you find these materials offensive, you may not want to use our Content or Services.

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3. USER PROFILE AND PASSWORD.

If you wish to access certain areas of this Site or the Content available on or through certain areas of this Site, you must register for an account and password. You may also be required to provide certain personal information during your completion of this Site's account registration process. By registering, you represent, warrant and covenant that: (a) you are at least 18 years of

age; (b) you are using your actual identity; (c) you have provided only true, accurate, current and complete information about yourself during the registration process; and (d) you will maintain and promptly update the information that you provide to keep it true, accurate, current and complete. You may update your information at any time by logging into the Site and clicking on “Log In.”

By logging onto this Site using any password, you represent, warrant and covenant that you are authorized to use such password and to engage in the activities that you conduct thereunder. You are solely responsible for the confidentiality and use of your password, as well as for any activities conducted on or through this Site using your password. If you wish to cancel a password, or if you become aware of any loss, theft or unauthorized use of a password, please notify us immediately. We reserve the right to delete or change any password at any time and for any reason.

4. MISUSE.

You must not misuse the Services or Site. For example, you must not:

- (A) use the Services or Site without, or in violation of, a written license or agreement with AHWA;
- (B) copy, modify, host, stream, sublicense, or resell the Services or Site;
- (C) enable or allow others to use the Services or Site using your account information;
- (D) offer, use, or permit the use of the Services or Site in a computer services business, third-party outsourcing service, on a membership or subscription basis, on a service bureau basis, on a time-sharing basis, as a part of a hosted service, or on behalf of any third party;
- (E) use the Services or Content to construct any kind of database or dataset;
- (F) access or attempt to access the Site or Services by any means other than the interface we provide or authorize;
- (G) circumvent any access or use restrictions put into place to prevent certain uses of the Services or Site;
- (H) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- (I) attempt to disable, impair, or destroy the Services or Site;
- (J) disrupt, interfere with, or inhibit any other user from using the Services or Site;
- (K) place an advertisement of any products or services in the Services or Site;
- (L) use any data mining or similar data gathering and extraction methods in connection with the Services or Site, including data scraping for machine learning or other purposes;
- (M) artificially manipulate or disrupt the Services or Site;
- (N) create fake accounts for the purpose of violating these terms or for circumventing account termination or other types of actions taken by AHWA;
- (O) manipulate or otherwise display the Services or Site by using framing or similar navigational technology; or
- (P) violate applicable law.

5. COMMUNICATIONS WITH MEDICAL PROVIDERS.

This Site may contain functionality that allows you to communicate directly with a medical provider or that allow you to book or transact online with medical providers, such as obtaining medical advice or scheduling appointments. Please note that said medical providers themselves are responsible for fulfilling such bookings and transactions. We exercise no control over said medical providers. You assume all risks associated with transacting with said medical providers, including anyone's reliance on their quality, accuracy, or reliability, and any risks associated with personal information you disclose. Accordingly, we expressly disclaim any responsibility for the services and practices of said medical providers and for the availability, accuracy, reliability, completeness, currency, quality, performance or suitability of the information and services provided by said medical providers. Moreover, said functionality that allows you to communicate directly with a medical provider does not imply, directly or indirectly, our endorsement of or affiliation with said medical provider, or any information or services provided by said medical provider.

6. THIRD PARTY CONTENT.

This Site may contain links to other sites on the World Wide Web for the convenience of our users and may also allow select advertisers to respond to certain search terms you enter with advertisements or sponsored content. These other sites have not been reviewed by us and are maintained by third parties over which we exercise no control. Accordingly, we expressly disclaim any responsibility for the content, policies and practices of these other sites and for the availability, accuracy, reliability, completeness, currency, quality, performance or suitability of the information, products and services available or advertised on or through these other sites. Moreover, these links do not imply, directly or indirectly, our endorsement of or affiliation with any other site or site owner, or any information, products or services provided by any third party. When leaving this Site, you should be aware that our Terms may no longer govern, and, therefore, you should review the applicable terms and policies of each linked site.

7. DISCLAIMERS.

THIS SITE AND THE SITE CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND ARE INTENDED FOR INFORMATIONAL PURPOSES ONLY. WHILE WE ENDEAVOR TO PROVIDE THE MOST ACCURATE, UP TO DATE INFORMATION AVAILABLE, THE SITE CONTENT MAY CONTAIN TECHNICAL OR OTHER INACCURACIES OR TYPOGRAPHICAL ERRORS, AND MAY BE CHANGED OR UPDATED WITHOUT NOTICE.

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO: (A) ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, RELIABILITY, COMPLETENESS, CURRENCY, QUALITY, PERFORMANCE OR SUITABILITY OF THIS SITE, THE SITE CONTENT, OR ANY PRODUCTS, SERVICES OR RESULTS OBTAINED ON OR THROUGH THIS SITE; AND (B) ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT,

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FURTHER, WE EXPRESSLY DISCLAIM ANY AND ALL RESPONSIBILITY AND LIABILITY WITH RESPECT TO SEPARATE AGREEMENTS YOU MAY MAKE WITH HEALTH PROFESSIONALS OR WITH THIRD PARTIES WHO OFFER PRODUCTS OR SERVICES ON OR THROUGH THIS SITE, AND YOU WILL LOOK SOLELY TO SUCH HEALTH PROFESSIONALS AND THIRD PARTIES WITH RESPECT TO ANY AND ALL CLAIMS ARISING OUT OF SUCH AGREEMENTS AND/OR SUCH PRODUCTS OR SERVICES.

8. LIMITATIONS OF LIABILITY.

NEITHER WE NOR OUR AFFILIATES WILL BE LIABLE FOR ANY DAMAGES RESULTING FROM YOUR USE OF, OR RELIANCE UPON, THIS SITE, ANY SITE CONTENT, OR ANY PRODUCTS OR SERVICES OBTAINED ON OR THROUGH THIS SITE. IN THE EVENT OF ANY PROBLEM WITH THIS SITE, ANY SITE CONTENT, OR ANY PRODUCTS OR SERVICES OBTAINED ON OR THROUGH THIS SITE, YOUR SOLE REMEDY IS TO CEASE USING SUCH ITEM(S).

UNDER NO CIRCUMSTANCES WILL WE OR OUR AFFILIATES, OR ANY OF OUR OR THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS, PROPRIETORS, PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SERVANTS, ATTORNEYS, PREDECESSORS, SUCCESSORS OR ASSIGNS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS AND DAMAGES THAT RESULT FROM INCONVENIENCE, DELAY, OR LOSS OF USE) ARISING OUT OF USE OF THIS SITE, ANY SITE CONTENT, ARRANGEMENTS MADE BASED ON INFORMATION OBTAINED ON OR THROUGH THIS SITE, OR PRODUCTS OR SERVICES OBTAINED ON OR THROUGH THIS SITE, EVEN IF WE OR THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WE ARE NOT LIABLE TO YOU OR ANYONE ELSE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, MORAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER, REGARDLESS OF CAUSE, INCLUDING LOSSES AND DAMAGES (A) RESULTING FROM LOSS OF USE, DATA, REPUTATION, REVENUE, OR PROFITS; (B) BASED ON ANY THEORY OF LIABILITY, INCLUDING BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE, OR OTHER TORTIOUS ACTION; OR (C) ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR ACCESS TO THE SERVICES OR SITE.

OUR TOTAL LIABILITY IN ANY MATTER ARISING OUT OF OR RELATED TO THE TERMS IS LIMITED TO THE GREATER OF US \$100. THESE LIMITATIONS AND EXCLUSIONS IN THIS SECTION 7 (LIMITATION OF LIABILITY) APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW EVEN IF (A) A REMEDY DOES NOT FULLY COMPENSATE YOU FOR ANY LOSSES OR FAILS OF ITS ESSENTIAL PURPOSE; OR (B) WE KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF DAMAGES.

9. INDEMNITY.

You agree to defend, indemnify, and hold AHWA, its officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from: (a) your use of this Site, any Content, or any products or services obtained on or through this Site, (b) any arrangements you make based on information obtained on or through this Site, or (c) any breach by you of these Terms.

10. JURISDICTION.

You expressly agree that exclusive jurisdiction for any dispute with AHWA, or in any way relating to your use of this Site, resides in the courts of the State of Florida and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of Florida in connection with any such dispute including any claim involving AHWA or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers, and content providers.

These Terms are governed by the internal substantive laws of the State of Florida, without respect to its conflict of laws principles. If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. 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.

11. DISPUTE RESOLUTION.

If you have any concern or dispute, you agree to first try to resolve the dispute informally by contacting us. If a dispute is not resolved within 30 days of receipt by us, any resulting legal actions must be resolved through final and binding arbitration, including any question of whether arbitration is required, except that you may assert claims in small claims court if your claims qualify. Claims related to the Terms, Services, or Site are permanently barred if not brought within one year of the event resulting in the claim.

JAMS will administer the arbitration in Miami Dade County, Florida pursuant to its Comprehensive Arbitration Rules and Procedures. JAMS, formerly known as Judicial Arbitration and Mediation Services, Inc. is a United States-based for-profit organization of

alternative dispute resolution (ADR) services, including mediation and arbitration. There will be one arbitrator that you and AHWA mutually select. The arbitration will be conducted in the English language, but any witness whose native language is not English may give testimony in the witness' native language, with simultaneous translation into English (at the expense of the party presenting the witness). Judgment upon the award rendered may be entered and will be enforceable in any court of competent jurisdiction having jurisdiction over you and us.

You may only resolve disputes with us on an individual basis, and you may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action.

Notwithstanding the foregoing, in the event of your or others' unauthorized access to or use of the Services or Site in violation of the Terms, you agree that we are entitled to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

12. NOTICE AND PROCEDURE FOR CLAIMS OF COPYRIGHT INFRINGEMENT.

Pursuant to the Digital Millennium Copyright Act ("DMCA") of 1998, 17 U.S.C. 512(c)(2), AHWA has a DMCA Registered Agent for notice of alleged DMCA copyright infringement. You may contact AHWA's DMCA Registered Agent at email address info@preventiongeneration.com or by mail to the address in the Notifications section below. To file a notice of infringement with AHWA, the requirements specified in Title II of the Digital Millennium Copyright Act of 1998 must be fulfilled. The text of this statute can be found at the United States Copyright Office website, located at <http://www.copyright.gov>. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide us with this information:

- a. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- b. A description of the copyrighted work that you claim has been infringed upon;
- c. A description where the material that you claim is infringing is located on the Site, and where possible a copy or the location (e.g., URL);
- d. Your address, telephone number, and e-mail address;
- e. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- f. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

13. NOTIFICATIONS; CONTACT INFORMATION.

Notices to you may be posted on the Site or sent to the e-mail address that you provide to us when you register, as AHWA deems appropriate. Such notice will be deemed given on the day the notice is posted on the Site or one business day after the e-mail is sent.

If you have any questions about these terms, the Site or the Content, or if you need to notify us, then contact us at info@preventiongeneration.com or at the following address:

Access Health & Wellness Association LLC
2014 South Orange Ave, Suite 201
Orlando, FL 32806

14. UPDATE TO TERMS.

We may make changes to the Terms from time to time, and if we do, we will notify you by revising the date at the bottom of the Terms and, in some cases, we may provide you with additional notice. You should look at the Terms regularly. Unless otherwise noted, the amended Terms will be effective immediately, and your continued use of our Services and Site will confirm your acceptance of the changes. If you do not agree to the amended Terms, you must stop using our Services and Site

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