WEBSITE TERMS AND CONDITIONS

**CIRCLE OF HOPE’S SERVICES ARE NOT INTENDED TO BE AND EXPRESSLY DO NOT CONSTITUTE MEDICAL ADVICE OR MEDICAL TREATMENT. CIRCLE OF HOPE’S SERVICES DO NOT REPLACE YOUR RELATIONSHIP WITH ANY MEDICAL SERVICE PROVIDER. THESE SERVICES MIGHT NOT BE APPROPRIATE FOR ALL MEDICAL CONDITIONS OR CONCERNS.  IF YOU HAVE A MEDICAL EMERGENCY, IMMEDIATELY CALL YOUR MEDICAL SERVICE PROVIDER OR DIAL 911.**

**PLEASE READ THESE WEBSITE TERMS AND CONDITIONS** **CAREFULLY BECAUSE THEY SET FORTH IMPORTANT TERMS YOU WILL NEED TO KNOW ABOUT THE SERVICES.**

**BY ACCESSING OR USING THE WEBSITE OR SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO BE LEGALLY BOUND BY AND COMPLY WITH THESE WEBSITE TERMS AND CONDITIONS.  IF YOU DO NOT OR CANNOT AGREE WITH ANY PART OF THESE WEBSITE TERMS AND CONDITIONS, YOU MAY NOT USE THE WEBSITE OR ANY SERVICES PROVIDED ON OR THROUGH THE WEBSITE.**

**THE WEBSITE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE AS PROVIDED HEREIN.**

**INTRODUCTION**

Circle of Hope, LLC, a Kansas limited liability company (“**Circle of Hope**”) owns and operates the website located at [www.jointhecircleofhope.com](http://www.jointhecircleofhope.com) (the “**Website**”). The Website is intended to facilitate the provision of the Services to registered users.  The “**Services**” may include providing programs enabling care providers, individuals, and their families to find emotional and spiritual strength following a cancer diagnosis, as more particularly set forth in any applicable Coaching Agreement (hereinafter defined). Any Services provided by Circle of Hope are provided pursuant to a Coaching Agreement (each a “**Coaching Agreement**” and collectively, the “**Coaching Agreements**”).

In addition to the Coaching Agreements, these terms and conditions of use (“**Terms and Conditions**”) describe your rights and responsibilities with regard to the Circle of Hope Website that you may use to receive Services.  Your access to and use of the Website is subject to these Terms and Conditions and any Coaching Agreement between you and Circle of Hope, as well as all applicable laws and regulations.  In these Terms and Conditions, the terms “**you**” and “**yours**” refer to the person using the Services.  Even though you may have arrived to the Website through a website or mobile application operated or controlled by a third party, you understand and agree that these Terms and Conditions are entered into between you and Circle of Hope.  If you do not accept and agree to be bound by these Terms and Conditions, you are not authorized to access or otherwise use the Website, Services or any information or content provided through the Website or Services. The Website and Services are continually under development, and Circle of Hope reserves the right to review or remove any part of these Terms and Conditions in its sole discretion at any time and without prior notice to you.  You should check the Terms and Conditions from time to time when you use the Website or Services to determine if any changes have been made. Any changes to these Terms and Conditions are effective upon posting to the Website. Unless otherwise indicated, any new content added to the Services is also subject to these Terms and Conditions upon posting to the Website. If you disagree with these Terms and Conditions, your sole and exclusive remedy is to discontinue your use of the Website and/or Services.  Your continued use after a change has been posted constitutes your acceptance of the changes.

**REQUIREMENTS FOR USE**

You must have compatible computing and/or mobile devices, access to the Internet, and certain necessary software in order to use the Website.  Fees and charges may apply to your use of the mobile services and to the Internet.

**YOUR RELATIONSHIP WITH CIRCLE OF HOPE**

Circle of Hope does not provide medical services, including via the Website and Services. You are fully responsible for your physical, mental, and emotional well-being at all times during your use of the Website and/or the Services. The implementation of techniques and strategies of the Services or discussed in the content on the Website is at your sole discretion and is your sole responsibility. You should confer and discuss with any physician or other licensed medical professional that you are under the current care of regarding the advisability of performing any activities discussed on the Website or receiving the Services. The content provided on the Website and in connection with the Services is for spiritual, mindful, or general informational purposes only, the Services are not a substitute for personal, professional medical advice given based on your medical history, family medical history, medication history, and other factors. Circle of Hope nor any member, manager, physician, healthcare provider, employee, coach, or agent of Circle of Hope, including, without limitation, Dr. Ellen Cooke, is acting in the capacity of a physician or other licensed healthcare provider in the performance of the Services or providing content available on the Website. There is no patient-physician relationship established between you and any member, manager, physician, healthcare provider, employee, coach, or agent of Circle of Hope, including, without limitation, Dr. Ellen Cooke, in the performance of the Services or in providing content available on the Website. You should not use the content provided on the Website or in connection with the Services to diagnose or treat a health problem or disease without consulting with a licensed healthcare provider. If you are currently under the care of a healthcare professional or using prescription medications, you should not discontinue such care or medication without first consulting your physician or licensed healthcare provider. If you require medical assistance, you will contact your physician or healthcare provider or call 911 if it is an emergency.

**SITE CONTENT**

None of the content you receive through the Website should be considered medical advice.

**REGISTRATION AND USER ACCOUNTS**

Although certain parts of the Website are accessible by any individual, you are obligated to enter into a Coaching Agreement with Circle of Hope in order to access the Services.  The Services are available only to users who have entered into a Coaching Agreement with Circle of Hope (“**Secure Users**”).   Circle of Hope may take any and all actions it deems necessary or reasonable to maintain the security of the Website, Services and your Secure User account. you acknowledge and agree that: (1) all or any part of the Website may not be accessible at any time, for any period, or for any reason; and (2) Circle of Hope will not be liable if for any reason all or any part of the Website are unavailable at any time or for any period.

**ACCESS RIGHTS AND PROHIBITED USE**

Subject to your compliance with these Terms and Conditions, we hereby grant to you a personal, limited, revocable, non-exclusive, and nontransferable right to view, download, access, and use the Website and to use the Services solely for your personal and non-commercial use and only as permitted under these Terms and Conditions and the Coaching Agreement.  No other right, title, or interest in or to the Website is transferred to you, and all rights not expressly granted are reserved by Circle of Hope or its licensors. We reserve the right, in our sole discretion, to deny or suspend use of the Website or Services to anyone for any reason. you agree that you will not, and will not attempt to: (a) impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity; (b) use the Website or Services to violate any local, state, national or international law; (c) reverse engineer, disassemble, decompile, or translate any software or other components of the Website; (d) distribute, input, upload, transmit, or otherwise run or propagate any virus, application, Trojan horse, or any other harmful computer code that could damage or alter a computer, portable device, computer network, communication network, data, or our Website, or any other system, device, or property; (e) access or use the Website in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third party; (f) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Website, Services or related materials in any way; (g) use or access the Website to create or develop competing products or services or for any other purpose that is to Circle of Hope’s detriment or commercial disadvantage; (h) take any action or use the Website in any manner which could damage, destroy, disrupt, disable, impair, overburden, interfere with, or otherwise impede or harm in any manner our Website or any content, in whole or in part; (i) disrupt, interfere with, violate the security of, or attempt to gain unauthorized access to our Website or any computer network; (j) bypass, breach, avoid, remove, deactivate, impair, descramble, or otherwise circumvent any security device, protection, or technological measure implemented by Circle of Hope or any of our service providers to protect our Website; (k) remove, delete, alter, or obscure any trademarks, specifications, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from our Website or any content made available to you on or through our Website; (l) use any manual process or automated device to monitor or copy any content made available on or through our Website for any unauthorized purpose except as permitted by this section; (m) copy, duplicate, download, store in a retrieval system, publish, transmit or otherwise reproduce, transfer, distribute, store, disseminate, aggregate, use as a component of or as the basis for a database or otherwise use in any form or by any means any data, text, reports, or other materials related to Circle of Hope or third-party content from the Website; (n) otherwise use the Website in any manner that exceeds the scope of use granted above; or (o) encourage or enable any other individual to do any of the foregoing.

**OWNERSHIP OF SITE CONTENT**

As between Circle of Hope and you, Circle of Hope is the sole and exclusive owner of all right, title and interest in and to the Website and its content, features and functionality (including, without limitation, all information, software, text, displays, images, video, audio, design, selection, arrangement and look and feel), other content, and all intellectual property rights therein, and any suggestions, ideas or other feedback provided by you.  you are not permitted to reproduce, publish, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, transmit, sell or participate in any sale of, or exploit in any way, in whole or in part, any of the material on our Website except as generally and ordinarily permitted through the Website according to these Terms and Conditions. Any copy, modification, revision, enhancement, adaptation, translation, or derivative work of the Website or content shall be owned solely and exclusively by Circle of Hope or its licensors, including all intellectual property rights therein.  you may not access or use for any commercial purposes any part of the Website or content.

**TRADEMARKS**

Certain names, logos, and other materials displayed in and through the Website may constitute trademarks, trade names, service marks or logos (“**Marks**”) of Circle of Hope.  you are not authorized to use any such Marks without the express written permission of Circle of Hope.  Ownership of all such Marks and the goodwill associated therewith remains with us or our affiliates.

**LINKS TO THIRD-PARTY HYPERLINKS AND WEBSITE**

The Website may contain hyperlinks or references to other websites (“**Linked Sites**”) operated by third parties.  The Linked Sites may not be under our control, therefore, we are not responsible for the information, products or services described thereon, or for the content of any Linked Sites, including, without limitation, any link contained in a Linked Site, or any changes or updates to a Linked Site.  We are providing these Linked Sites to you only as a convenience, and the inclusion of any link does not necessarily imply endorsement of the Linked Site or any association with its operators. your use of these Linked Sites is at your own risk, and we are not liable to you in any way, either directly or indirectly, for any content, errors, damage or loss caused by or in connection with use of or reliance on information contained in or provided to Linked Website.

you may have arrived to the Website through a Linked Site.  you understand and agree that we are not responsible for the information, products or services described on those Linked Sites and only these Terms and Conditions will apply to your use of or access to the Website.

**TERMINATION**

The Terms and Conditions will remain in full force and effect as long as you continue to access or use the Website or Services.  you may terminate the Terms and Conditions at any time by discontinuing use of the Website. your permission to use the Website automatically terminates if you violate these Terms and Conditions.

Circle of Hope may terminate or suspend any of the rights granted by these Terms and Conditions and your access to and use of the Website or Services with or without prior notice, for any reason, and at any time.  The following provisions survive the expiration or termination of these Terms and Conditions for any reason whatsoever: Disclaimer of Warranties; Limitation of Liability; Indemnification; Governing Law, Dispute Resolution, Arbitration, Venue, Severability of Provisions; No Waiver; and Assignment.

Subject to applicable law, Circle of Hope reserves the right to maintain, delete or destroy all communications and materials posted or uploaded to the Website pursuant to its internal record retention and/or content destruction policies.  After such termination, Circle of Hope will have no further obligation to provide the Services.  you agree that if your use of the Website is terminated pursuant to these Terms and Conditions, you will not attempt to use the Website in any way, and further agree that if you violate this restriction after such termination, you will indemnify and hold Circle of Hope harmless from any and all liability that Circle of Hope may incur therefore.

**DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY AGREE THAT USE OF THE WEBSITE IS AT YOUR SOLE RISK.  YOU ACKNOWLEDGE AND AGREE THAT THE WEBSITE AND ANY SERVICES ARE PROVIDED THROUGH THE WEBSITE ON AN “AS IS” AND “AS AVAILABLE” BASIS.  CIRCLE OF HOPE AND ITS MANAGERS, MEMBERS, EMPLOYEES, AND AGENTS (COLLECTIVELY “**RELATED PERSONS**”) MAKE NO REPRESENTATIONS OR WARRANTIES AND EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE WEBSITE AND SERVICES INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, NONINFRINGEMENT, TITLE, AVAILABILITY, SECURITY, OPERABILITY, CONDITION, QUIET ENJOYMENT, VALUE, ACCURACY OF DATA, FREEDOM FROM VIRUSES OR MALWARE, COMPLETENESS, TIMELINESS, FUNCTIONALITY, RELIABILITY, SEQUENCING OR SPEED OF DELIVERY OR SYSTEM INTEGRATION.  WE MAKE NO WARRANTIES OR REPRESENTATIONS THAT YOUR USE OF THE WEBSITE OR SERVICES WILL NOT INFRINGE THE RIGHTS OF THIRD PARTIES.

TO THE FULLEST EXTENT OF APPLICABLE LAW, NEITHER CIRCLE OF HOPE NOR ITS RELATED PERSONS WILL BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON INFORMATION OBTAINED THROUGH THE WEBSITE.  IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS, TIMELINESS, RELIABILITY OR USEFULNESS OF THE WEBSITE. FURTHERMORE, CIRCLE OF HOPE DOES NOT GUARANTEE THAT THE WEBSITE WILL BE UNINTERRUPTED, OR FREE FROM ERROR, DEFECT, LOSS, DELAY IN OPERATION, CORRUPTION, CYBER ATTACK, VIRUSES, INTERFERENCE, HACKING, MALWARE, OR OTHER SECURITY INTRUSION, AND CIRCLE OF HOPE DISCLAIMS ANY LIABILITY RELATING THERETO.

YOU UNDERSTAND AND AGREE THAT ANY CONTENT, MATERIAL AND/OR INFORMATION OBTAINED THROUGH THE USE OF THE WEBSITE ARE USED AT YOUR SOLE RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR MOBILE PHONE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH CONTENT, MATERIAL AND/OR INFORMATION.

**LIMITATION OF LIABILITY**

YOU UNDERSTAND THAT TO THE EXTENT PERMITTED UNDER APPLICABLE LAW AND EXCEPT AS SET FORTH IN THIS SECTION, IN NO EVENT WILL CIRCLE OF HOPE, ITS RELATED PERSONS OR LICENSORS BE LIABLE TO YOU OR TO ANY PARTY FOR ANY CLAIMS, LIABILITIES, LOSSES, COSTS OR DAMAGES UNDER ANY LEGAL OR EQUITABLE THEORY, WHETHER IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), CONTRACT, WARRANTY, STATUTE OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE OR DATA, SERVICE INTERRUPTION, COMPUTER OR MOBILE PHONE DAMAGE, OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS, INCLUDING DEATH, ARISING OUT OF OR IN CONNECTION WITH ANY ACCESS, USE OF (OR INABILITY TO USE) THE WEBSITE OR ANY SERVICES PROVIDED THROUGH THE WEBSITE, OR OTHER INTANGIBLE LOSSES ARISING OUT OF OR RELATED TO YOUR USE OF THE WEBSITE.  THIS IS TRUE EVEN IF CIRCLE OF HOPE OR RELATED PERSONS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

To the extent that we may not, as a matter of applicable law, disclaim any implied warranty or limit liabilities, the scope and duration of such warranty and the extent of our liability will be the minimum permitted under such applicable law.

**INDEMNIFICATION**

you agree to indemnify, defend, and hold harmless Circle of Hope, its managers, members, employees, contractors, licensors, suppliers, agents, successors, and assigns, harmless from and against any and all third-party suits, actions, claims, proceedings, damages, settlements, judgments, injuries, liabilities, obligations, losses, risks, costs, and expenses (including, without limitation, reasonable attorneys’ fees, litigation expenses, and accounting fees), relating to or arising from, or alleged to arise from, your use of materials or features available on the Website in an unauthorized manner, fraud, violation of law, or willful misconduct, or any breach by you of these Terms and Conditions.

**MODIFICATIONS TO THE WEBSITE**

Circle of Hope reserves the right at any time and for any reason to modify, or temporarily or permanently discontinue, the Website or Services or any portion thereof, with or without notice.  you agree that Circle of Hope shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Website or Services.

**GOVERNING LAW; DISPUTE RESOLUTION; ARBITRATION; VENUE; SEVERABILITY OF PROVISIONS**

PLEASE READ THIS SECTION CAREFULLY BECAUSE IT LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM CIRCLE OF HOPE

These Terms and Conditions and your use of the Website shall be governed by the laws of the State of Kansas, without giving effect to the principles of conflict of laws.  Any legal action brought to enforce or construe these Terms and Conditions shall be brought in the courts located in Sedgwick County, Kansas, and you hereby agree to the jurisdiction of such courts and agree that you will not invoke the doctrine of forum non conveniens or other similar defenses.

You agree that all claims pursued against each Circle of Hope will be on an individual basis. To that end, you hereby waive your right to commence, to become a party to, or to remain a participant in, any group, representative, class, collective, or hybrid class/collective action in any court, arbitration proceeding, or any other forum, against Circle of Hope. Any claim by or against Circle of Hope shall be heard without joinder of parties or consolidation of such claim with any other person or entity’s claim, except as otherwise agreed to in writing by Circle of Hope.

All parts of these Terms and Conditions apply to the maximum extent permitted by law.  Circle of Hope and you both agree that if we cannot enforce a part of this contract as written, then that part will be replaced with terms that most closely match the intent of the part we cannot enforce, to the extent permitted by law.  The invalidity of part of these Terms and Conditions will not affect the validity and enforceability of the remaining provisions. The section headings are for convenience only and do not have any force or effect.

**NO WAIVER**

No waiver by Circle of Hope of any term or condition set forth in these Terms and Conditions shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure by Circle of Hope to assert a right or provision under these Terms and Conditions shall not constitute a waiver of such right or provision.

**REMEDIES**

you agree that any violation, or threatened violation, by you of these Terms and Conditions constitutes an unlawful and unfair business practice that will cause us irreparable and unquantifiable harm.  you also agree that monetary damages would be inadequate for such harm and consent to our obtaining any injunctive or equitable relief that we deem necessary or appropriate. These remedies are in addition to any other remedies we may have at law or in equity.