

TERMS AND CONDITIONS FOR INTEGRATIVE SERVICES

1. **INTRODUCTION.** These Terms and Conditions of use are an agreement between you (“Customer,” or “you” or “your”) and Dr. Charles Withers, II or authorized staff of Integrative Rheumatology, PLLC (collectively referred to as “InRheum,” or “we,” “us” or “our”). By using any of our integrative products and services, you agree that you are at least 18 years old, legally able to enter into a contract, and have read and consented to this agreement. We plan to update this Agreement from time to time, so please check back regularly. All updates are effective immediately when we post them and apply to all access to and use of InRheum’s integrative products or services thereafter.
2. **DESCRIPTION OF INRHEUM.** InRheum is an independent rheumatology clinic that offers wellness services that include but are not limited to massage, nutrition counseling, IV hydration, and weight loss services.
3. **VALIDITY OF ELECTRONIC SIGNATURES.** InRheum uses electronic signatures in the course of doing business that are valid e-signatures in the United States under the 2000 U.S. Electronic Signature in Global and National Commerce Act (ESIGN) and the Uniform Electronic Transactions Act (UETA) as adopted by individual states. WellnessLiving Systems Inc. does not authenticate users’ signatures or identities.
4. **PAYMENTS**
 - 4.1 **Payment.** Customer must pay fees according to the payment terms specified at the time services are ordered.
 - 4.2 **Failure to Pay.** If Customer fails to pay, InRheum may, in its sole discretion, terminate, suspend or restrict provision of its products and services. We may charge interest at a monthly rate equal to the lesser of 10% per month or the maximum rate permitted by applicable law on any overdue fees, from the due date until the date any overdue amount (plus applicable interest) is paid in full.
 - 4.3 **Disputes.** If Customer believes in good faith that InRheum has incorrectly billed Customer, the Customer must contact InRheum in writing within 30 days of the billing date, specifying the error. Unless Customer has notified InRheum of the dispute, Customer must reimburse InRheum’s reasonable collection costs (including attorney’s fees). Customer must pay the undisputed portions of InRheum’s invoice as required by this Agreement.
 - 4.4 **Taxes.** Prices do not include applicable taxes. InRheum will invoice Customer for any applicable taxes, and Customer must pay these taxes.
 - 4.5 **Delivery.** InRheum’s products and/or services are deemed to be delivered and accepted upon payment.
 - 4.6 **Refunds.** All sales are considered final, but InRheum reserves the right, at their sole discretion, to refund all or part of a sale on a case-by-case basis.

4.7 Other Promotions. We may run promotional offers from time to time, the terms of which are promoted on our website or in emails. Promotions may not be combined. Unless otherwise indicated, we may establish and modify, in our sole discretion, the terms of such offer and end such offer at any point.

5. YOUR RELATIONSHIP WITH INRHEUM. InRheum is an independent rheumatology clinic designed to offer a variety of wellness services and customers engage InRheum's products and services by choice. Products and services require customer disclosure of potentially harmful medical issues. Failure to disclose potentially harmful medical issues can result in unwanted side effects that you agree InRheum shall not be held liable.
6. YOUR PRIVACY. Protecting your privacy is very important to us. Please review our Privacy Policy, which explains how InRheum treats your personal information and protects your privacy.
7. FEEDBACK. We may provide you with a mechanism to provide feedback, suggestions, and ideas on our products and services. You grant us the irrevocable right to use your feedback and incorporate your suggestions into our products and services without any obligation to provide attribution or compensation to you or any third party.
8. LIABILITY DISCLAIMER.

I have read and understand this waiver and have been fully informed of all InRheum terms and conditions as well as benefits and limitations. I certify that I have disclosed all medical conditions that might affect my treatments as well as previous products and services used and their side effects, if any. InRheum disclaims liability for any loss, injury, claim or damage related to your use of its products and services, including without limitation, those resulting from errors or omissions, a site or application being down, data loss, and unsatisfactory outcomes. InRheum will not be liable to you for any indirect, incidental, consequential, reliance or special damages, including without limitation damages arising from any court action or legal dispute. In no event shall the aggregate liability of InRheum, whether in contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, arising out of or relating to the use of InRheum's products or services, exceed any compensation paid by you for treatment by InRheum during the three months prior to the date of any claim. I release my providers from any injury or complication resulting from undiagnosed medical conditions present during my treatment. I assume all responsibility for updating changes in physical and mental condition.

9. INDEMNIFICATION. You will indemnify and hold harmless InRheum and its officers, agents, employees, representatives, and assigns from any costs, damages, expenses, and liability caused by your use of any of InRheum's products and services or your violation of these Terms of Service.

10. MODIFICATION OF THESE TERMS OF SERVICE. We reserve the right to modify these Terms of Service. You agree that your use of InRheum's products and services after a modification will be treated as acceptance of the modified Terms of Service.

11. CONTACT US By email: contact@inrheum.org

12. MISCELLANEOUS.

12.1 Choice of Law, Jurisdiction & Venue. You agree that any disputes with InRheum arising from or connected to your products and/or services at InRheum will be governed by the laws of the state of North Carolina, that North Carolina courts will have exclusive jurisdiction over any such disputes, and that North Carolina, NC will serve as the venue.

12.2 Headings for Convenience Only. The headings of sections and sub-sections in this Agreement are for convenience only and are not intended to affect the meaning of the Agreement.

12.3 Entire Agreement. This Agreement, along with invoices, sales orders or other purchase-related communication, is the entire agreement between you and InRheum with respect to your use of InRheum and its products and services. We reserve any rights not expressly granted here.

12.4 Non-Waiver. No waiver by the Company of any term or condition set forth in this Agreement 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 of the Company to assert a right or provision under this Agreement shall not constitute a waiver of such right or provision.

12.5 Severability. If any provision of these Terms of Service is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of these Terms of Service will continue in full force and effect.