



Effective Date: June 14, 2021

Updated Date: June 14, 2021

## Terms of Use

These Terms of Use (“**Terms**”), which includes an agreement to arbitrate and consent to electronic communications, govern your access to and use of services provided by Los Angeles Food Allergy Institute, Inc., a California professional corporation (“**Los Angeles Food Allergy Institute**,” “**We**” or “**Us**”) including the non-clinical patient services in Los Angeles, California via Los Angeles Food Allergy Institute (“**In-Person Services**”) (collectively, the “**Services**”), Los Angeles Food Allergy Institute website located at [www.lafoodallergy.com](http://www.lafoodallergy.com) (“**Site**”), and connectivity required to receive telehealth services from Los Angeles Food Allergy Institute via the Virtual Clinic (the “**Virtual Clinic**”). Please read these Terms carefully before using the Services. By accessing or using the Services You agree to be bound by these Terms. If You are accepting these Terms for another person(s) (such as Your children or other family members) (each a “**Covered Family Member**”) as such Covered Family Member’s parent, guardian, conservator, or custodian, you agree to the terms, conditions, and notices contained or referenced herein on behalf of such Covered Family Member.

Los Angeles Food Allergy Institute provides clinical and non-clinical services. These Terms govern Your access to and use of the non-clinical Services offered by Los Angeles Food Allergy Institute. If You and/or Your Covered Family Member use medical services provided by Los Angeles Food Allergy Institute, you understand and agree that you, and your Covered Family Member, are bound by and subject to Los Angeles Food Allergy Institute’s Medical Services Terms. Please read the Medical Services Terms, including the Consent to Treatment via



Telehealth, carefully before receiving any medical services, including telehealth services, from Los Angeles Food Allergy Institute.

Please refer to our Privacy Policy to learn how Los Angeles Food Allergy Institute collects, uses, shares and protects Your personally identifiable information.

Los Angeles Food Allergy Institute's Notice of Privacy Practices explains how Los Angeles Food Allergy Institute protects your protected health information as required by law.

YOU AGREE THAT DISPUTES BETWEEN YOU AND LOS ANGELES FOOD ALLERGY INSTITUTE WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION UNLESS YOU OPT-OUT IN ACCORDANCE WITH THE DISPUTE RESOLUTION PROCESS DESCRIBED IN SECTION 10 BELOW. UNLESS YOU OPT-OUT OF ARBITRATION, YOU ARE WAIVING YOUR RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. IF YOU WISH TO OPT OUT OF ARBITRATION, FOLLOWING THE OPT-OUT PROCEDURE SPECIFIED IN SECTION 11.

#### **1. Updates to the Terms.**

Los Angeles Food Allergy Institute may, in its sole discretion, without prior notice to you, revise these Terms at any time. Should these Terms change materially, Los Angeles Food Allergy Institute will provide an "Updated" date directly below the "Effective" date above and post a notice regarding the updated Terms. If you do not agree with the proposed changes, you should discontinue your use of the Services before the effective date of the changes. If you continue using the Services after the Updated date, You will be bound by the updated Terms.



## **2. Account Registration and Security.**

You may use the Services only if You are 18 years or older and solely for your own personal, non-commercial use, or on behalf of Your Covered Family Member for the use of the Services with Your supervision. Parents and guardians must register on behalf of any Covered Family Member under the age of 18. It is important that You provide Us with accurate and complete information for your account and update such information as needed. You are responsible for protecting your account username and password, and for all activities that occur under Your account. You should immediately notify us of any unauthorized use of your account. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. We will not be responsible for any loss or damage if you do not protect your account or Your personal information.

## **3. Service Use Termination.**

You may terminate Your use of the Services at any time by not using the Services anymore. We may terminate Your use of the Services at any time by sending notice to You at the email address you provided or otherwise contacting you or posting a notice on the Site. If We terminate Your use of the Services because You have breached these Terms or any other agreement You have entered into with Us, You will not be entitled to any refund. We are not required to provide You with notice prior to terminating your use of the Services or a reason for such termination.

## **4. Use of the Services.**

Subject to your compliance with these Terms, we grant You a limited, non-exclusive, non-transferable, non-sublicensable license to use the Services solely for Your personal and non-commercial purposes. Your use of the Services must be in accordance with all applicable laws.



You acknowledge that You do not hold, and have not acquired, any ownership rights in the Services. The following is a list of the type of actions that You may not engage in with respect to the Services:

You will not use any robot, spider, site search/retrieval application, or other manual or automatic device or process to download, access, retrieve, index, “data mine”, or in any way reproduce or circumvent, avoid, bypass, remove, or deactivate the navigational structure or technical measures or presentation of the Services or its contents.

You will not interfere, access, tamper with or disrupt the Services or the servers or networks connected to the Services.

You will not attempt to probe, scan or test the vulnerability of the Services or any of our systems or network or breach any security or authentication measures.

You will not use any meta tags or other hidden text or metadata utilizing our trademarks, logos, URLs or product names without our express written consent.

You will not use the Services or content, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms.

You will not post, distribute, or reproduce in any way any content that infringes third party intellectual property rights or violates third party rights of privacy or rights of publicity.

You will not use, display, “frame” or “mirror” any part of the Services, our names, any of our trademarks, logos or other proprietary information, or the layout and design of any page or form contained on a page, without prior written authorization from Us.



You will not collect or store any personal information, including personally identifiable information, from users without their express permission.

## **5. Consent to Electronic Communications.**

You agree that Los Angeles Food Allergy Institute may send the following to you by email or by posting them on our Site: legal disclosures; these Terms; Privacy Policy; future changes to any of the foregoing; and other notices, policies, communications or disclosures and information related to the Services. You agree that Los Angeles Food Allergy Institute may contact you via email, phone, text, or mail regarding the Services, which may include your or your Covered Family Member's health information. You understand that information contained in these communications may not be protected by encryption technology, and there is a risk that they may be read by a third party. You agree to update your contact information to ensure accuracy. Your consent to conduct actions electronically covers all interactions between You and Los Angeles Food Allergy Institute.

If you later decide that You do not want to receive certain future communications electronically, please send an email to [hello@lafoodallergy.com](mailto:hello@lafoodallergy.com), or a letter to Los Angeles Food Allergy Institute, 201 S. Buena Vista St., Suite 310, Burbank, CA 91505. You may also opt out of certain electronic communications through your account or by following the unsubscribe instructions in any communication you receive from Los Angeles Food Allergy Institute. Your withdrawal of consent will be effective within a reasonable time after we receive your withdrawal notice described above.

Los Angeles Food Allergy Institute will need to send you certain communications electronically regarding the Services. You will not be able to opt out of those communications – e.g., communications regarding updates to the Terms or information about billing. Your withdrawal of



consent will not affect the legal validity or enforceability of the Terms provided to and accepted by, you. If you withdraw your consent to receive communications electronically, certain Services may become unavailable to you.

## **6. Intellectual Property Rights.**

Los Angeles Food Allergy Institute and our licensors retain all ownership rights, title and interest (including all intellectual property rights) worldwide to the Services, including to all software and content. No rights are granted to You other than as expressly set forth in these Terms. All trademarks, service marks and trade names are owned by Los Angeles Food Allergy Institute or other respective owners.

## **7. Disclaimers.**

TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, UNDER NO CIRCUMSTANCES WILL WE OR ANY OF OUR LICENSORS, AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING PERSONAL INJURY OR DEATH, RESULTING FROM ANYONE'S USE OF OR INABILITY TO USE THE SERVICES, OR RESULTING FROM ANY CONTENT POSTED ON THE SERVICES.

TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OF ANY KIND, AND WE AND OUR LICENSORS DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT, AND WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE AND USAGE OF TRADE. YOUR USE OF THE SERVICES



IS SOLELY AT YOUR OWN RISK. FURTHERMORE, WE AND OUR LICENSORS DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. WE DO NOT WARRANT THAT FILES AVAILABLE FOR DOWNLOAD WILL BE FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER DESTRUCTIVE PROGRAMMING. ANY MATERIAL OBTAINED THROUGH THE USE OF THE SERVICES IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM ANY SUCH MATERIAL. WE MAKE NO WARRANTY REGARDING THE QUALITY, ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY CONTENT.

Any general advice that may be posted on the Site (e.g., under the “Conditions” or “Services” section), is for informational purposes only and is not intended to replace or substitute for any medical or other advice. To the maximum extent not prohibited by law, we make no representations or warranties and expressly disclaim any and all liability concerning any treatment, action by, or effect on any person following the general information offered or provided within or through the Services. If You have specific concerns or a situation arises in which you require medical advice, you should consult with an appropriately trained and qualified medical services provider.

The Services are intended for use only within the United States and its territories. We make no representation that the Services are appropriate, or are available for use, outside the U.S. Those who choose to access and use our Services from outside the U.S. do so on their own initiative, at their own risk, and are responsible for compliance with applicable laws.



**8. Limitation of Liability.**

TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL WE AND OUR AFFILIATES, LICENSORS, EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE, THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED ON CONTRACT, WARRANTY, PRODUCT LIABILITY, TORT OR OTHER LEGAL THEORY AND EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU ARISING FROM THESE TERMS, OR THE USE OF OR INABILITY TO USE THE SERVICES WILL AT ALL TIMES BE LIMITED TO THE GREATER OF \$100.00 OR THE AMOUNTS PAID BY YOU TO US FOR ACCESS TO AND USE OF SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

**9. Exclusive Remedy.**

If you are dissatisfied with the Services, Your sole and exclusive remedy is to stop using the Services.





## 10. Dispute Resolution.

### Agreement to Arbitrate

You agree that any dispute, claim or controversy arising out of or relating to these Terms or the Services (collectively, “**Disputes**”) will be settled by binding arbitration, except that each party retains the right: (i) to bring an individual action in small claims court and (ii) to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party’s copyrights, trademarks, trade secrets, patents or other intellectual property rights (the action described in the foregoing clause (ii), an “**IP Protection Action**”). You will also have the right to litigate any other Dispute if you provide us with written notice to opt out of arbitration (“**Arbitration Opt-out Notice**”) by email at [hello@lafoodallergy.com](mailto:hello@lafoodallergy.com), or by regular mail to Los Angeles Food Allergy Institute, 201 S. Buena Vista St., Suite 310, Burbank, CA 91505 within thirty (30) days following the date You first accept these Terms, or if You have not registered for an account, then within thirty (30) days following the date You first use our Services. If You don’t provide us with an Arbitration Opt-out Notice within the thirty (30) day period, you will be deemed to have knowingly and intentionally waived Your right to litigate any Dispute except as expressly set forth in clauses (i) and (ii) above. The exclusive jurisdiction and venue of any IP Protection Action or, if You timely provide us with an Arbitration Opt-out Notice, will be the state and federal courts located in the Central District of California and each of the parties hereto waives any objection to jurisdiction and venue in such courts. Unless You timely provide us with an Arbitration Opt-out Notice, You acknowledge and agree that You are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Further, unless You otherwise agree in writing, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of any class or representative proceeding.



If a decision is issued stating that applicable law precludes enforcement of any limitations set forth in this Agreement to Arbitrate on the right to arbitrate claims on a class or representative basis, or as part of a consolidated proceeding, as to a given claim for relief, then that claim (and only that claim) must be severed from the arbitration and brought in the state or federal courts located in the Central District of California. All other claims will be arbitrated. This “Dispute Resolution” section will survive any termination of these Terms.

#### ARBITRATION RULES

The arbitration will be administered by the American Arbitration Association (“AAA”) in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the “AAA Rules”) then in effect, except as modified by this “Dispute Resolution” section. (The AAA Rules are available at <https://www.adr.org/Rules> or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this Section.

#### ARBITRATION PROCESS

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. AAA provides a general form for a Demand for Arbitration and a separate form for Demand for Arbitration for California residents. The arbitrator will be either a retired judge or an attorney licensed to practice law and will be selected by the parties from the AAA’s roster of arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.



## ARBITRATION LOCATION AND PROCEDURE

Unless you agree with us otherwise, the arbitration will be conducted in the county where you reside. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of the documents that are submitted to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

## ARBITRATOR'S DECISION

The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award of damages must be consistent with the terms of the "Limitation of Liability" section above as to the types and amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses to the extent provided under applicable law. We will not seek, and hereby waive all rights we may have under applicable law to recover, attorneys' fees and expenses if we prevail in arbitration.

## FEES

Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules. However, if your claim for damages does not exceed \$75,000, we will



pay all such fees unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

## CHANGES

Notwithstanding anything to the contrary in these Terms, if we change this “Dispute Resolution” section after the date you accepted these Terms or access our Services, you may reject any such change by sending us written notice (including by email to [hello@lafoodallergy.com](mailto:hello@lafoodallergy.com)) within 30 days of the date such change became effective, as indicated in the “Effective Date” listed at the beginning of these Terms or in the date of our email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and us in accordance with the provisions of this “Dispute Resolution” section as of the date you accepted these Terms, or accessed our Services.

### **11. Links to Third Party Websites.**

The Services may contain links to other sites that are owned and operated by third parties. We are not responsible for the privacy and services practices or the content, advertising, products, services or other materials made available on or through any such linked sites. We provide these links to you only as a convenience, and the inclusion of any link does not imply endorsement of any kind by us.

### **12. General Provisions.**

These Terms make up the entire agreement relating to your use of the Services, and supersede all prior agreements relating to the subject matter hereof.



These Terms will be governed by the laws of the State of California without regard to its conflict of laws provisions.

We may change, suspend, or discontinue any of the Services at any time. We will try to give You prior notice of any material changes to the Services. We will not be liable to You or to any third party for any modification, suspension, or discontinuance of the Services.

These Terms do not confer any third-party beneficiary rights. You may not transfer any of your rights or obligations under these Terms to anyone else without our consent. Los Angeles Food Allergy Institute may assign our rights in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.

We appreciate your feedback, suggestions, and other communications (collectively, “**Feedback**”) about the Services. You should know that We can, but are not obligated to, use Your Feedback without restriction or any obligation to compensate you, and we have no obligation to keep them confidential.

Even after termination, these Terms will remain in effect such that all terms that by their nature may survive termination will be deemed to survive such termination.

In order to protect the integrity of the Services, we may, at any time in our sole discretion, block users from certain IP addresses from accessing the Services.

If you have any questions about these Terms, please contact [hello@lafoodallergy.com](mailto:hello@lafoodallergy.com).