

PRIVACY POLICY

The Hana Holistic Medical Center respects your privacy and is committed to protect the personal information that you share with us. Generally, you can browse through our website without giving us any information about yourself. When we do need your personal information to provide services that you request or when you choose to provide us with your personal information, this policy describes how we collect and use your personal information.

INFORMATION COLLECTION

Personal information means any information that may be used to identify an individual, including, but not limited to, a first and last name, email address, a home, postal or other physical address, other contact information, title, birth date, gender, occupation, industry, personal interests, other information when needed to provide a service you requested.

When you browse our website, you do so anonymously, unless you have previously indicated that you wish the Hana Holistic Medical Center to remember your login and password. We don't collect personal information, including your email address. We do log your IP address (the Internet address of your computer) to give us an idea of which part of our website you visit and how long you spend there. However, we do not link your IP address to any personal information unless you have logged in to our website. Like many other commercial websites, the Hana Holistic Medical Center website may use a standard technology called a "cookie" to collect information about how you use the site. Please go to "Cookies and Tracking Information" below for more information.

The Hana Holistic Medical Center collects personal information when you register with the Hana Holistic Medical Center for a Hana Holistic Medical Center account or when you submit your information to the Hana Holistic Medical Center for any other reason.

NOTIFICATION

When personal information is collected, we will inform you at the point of collection the purpose for the collection. The Hana Holistic Medical Center will not transfer your personal information to third parties without your consent.

We will always give you the opportunity to "opt out" of receiving direct marketing or market research information. This means we assume you have given us your consent to collect and use your information in accordance with this Policy unless you take affirmative action to indicate that you do not consent, for instance by clicking or checking the appropriate option or box at the point of collection. In some cases, when applicable, we will provide you with the opportunity to "opt in." This means we will require your affirmative action to indicate your consent before we use your information for purposes other than the purpose for which it was submitted.

COOKIES AND TRACKING TECHNOLOGY

A cookie is a small data file that certain Websites write to your hard drive when you visit them. A cookie file can contain information such as a user ID that the site uses to track the pages you have visited, but the only personal information a cookie can contain is information you supply yourself. A cookie can't read data off your hard disk or read cookie files created by other sites. Some parts of the Hana Holistic Medical Center's website uses cookies to understand user traffic patterns. We do this in order to determine the usefulness of our website information to our users and to see how effective our navigational structure is in helping users reach that information.

If you prefer not to receive cookies while browsing our website, you can set your browser to warn you before accepting cookies and refuse the cookie when your browser alerts you to its presence. You can also refuse all cookies by turning them off in your browser, although you may not be able to take full advantage of the Hana Holistic Medical Center's website if you do so. You do not need to have cookies turned on to use/navigate through many parts of our website, except access to certain of the Hana Holistic Medical Center's web pages require a login and password.

INFORMATION SHARING AND DISCLOSURE

Your personal information is never shared outside the Hana Holistic Medical Center without your permission, except under conditions explained below. Inside the Hana Holistic Medical Center, data is stored in controlled servers with limited access. Your information may be stored and processed in the United States or any other country where the Hana Holistic Medical Center, affiliates or agents are located.

The Hana Holistic Medical Center may send your personal information to other companies or people under any of the following circumstances: when we have your consent to share the information; we need to share your information to provide the product or service you have requested; we need to send the information to companies who work on behalf of the Hana Holistic Medical Center to provide a product or service to you (we will only provide those companies the information they need to deliver the service, and they are prohibited from using that information for any other purpose); or we want to keep you up to date on the latest services, announcements, updates, special offers or other information we think you would like to hear about either from us or from our business partners. We will also disclose your personal information if required to do so by law, to enforce our Terms of Use, or in urgent circumstances, to protect personal safety, the public or our websites.

YOUR ABILITY TO REVIEW AND DELETE YOUR ACCOUNT AND INFORMATION

If you are a registered Hana Holistic Medical Center user, you can review your personal information by going to HHMC website and signing in using the login portal. You may also request deletion of your Hana Holistic Medical Center account or any of your personal information held by us by sending an email to Info@hanaholistic.com

DATA SECURITY

Your Hana Holistic Medical Center account information is password-protected for your privacy and security. The Hana Holistic Medical Center safeguards the security of the data you send us with physical, electronic, and managerial procedures. In certain areas of our websites, the Hana Holistic Medical Center uses industry-standard SSL-encryption to enhance the security of data transmissions. While we strive to protect your personal information, we cannot ensure the security of the information you transmit to us, and so we urge you to take every precaution to protect your personal data when you are on the Internet. Change your passwords often, use a combination of letters and numbers, and make sure you use a secure browser.

CHILDREN AND PRIVACY

Our websites do not target and are not intended to attract children under the age of 13. The Hana Holistic Medical Center does not knowingly solicit personal information from children under the age of 13 or send them requests for personal information.

THIRD PARTY SITES

The Hana Holistic Medical Center's website contains links to other sites, including: (1) ZocDoc.com, which the Hana Holistic Medical Center utilizes to schedule appointments; and (2) and Punchpass.net, which the Hana Holistic Medical Center utilizes to enroll members in classes and for certain billing purposes. The websites and services operated by these entities are not compliant with the heightened privacy requirements mandated by the Health Insurance Portability and Accountability Act ("HIPAA"); however, the information gathered by these entities for Hana Holistic Medical Center is not readily identifiable medical information subject to HIPAA compliance. Nonetheless, we encourage you to learn about the privacy policies of those companies.

The Hana Holistic Medical Center's website also contains links to Meditouch and HealthFusion.com. The HealthFusion.com website is a HIPAA compliant service which the Hana Holistic Medical Center utilizes for patient communication.

CHANGES TO THIS PRIVACY POLICY

The Hana Holistic Medical Center will amend this policy from time to time. If we make any substantial changes in the way we use your personal information we will make that information available by posting a notice on this site.

QUESTIONS OR SUGGESTIONS

If you have questions or concerns about our collection, use, or disclosure of your personal information, please email us at Info@hanaholistic.com

TERMS OF USE

The Hana Holistic Medical Center website is a service for clients to better manage their health using online-enabled care from their medical team. Certain services are operated by: (1) ZocDoc.com, which is used for scheduling appointments; (2) Punchpass.net, which is used to enroll members in classes and for certain billing purposes; and (3) Meditouch and HealthFusion.com, which is used as a portal for patient communication. By using the Hana Holistic Medical Center Website, (the “Website”) you agree to be bound by these Terms of Use (this “Agreement”), whether you register as a member of the Hana Holistic Medical Center (“Member”) or not. If you wish to become a Member and make use of the Hana Holistic Medical Center service (the “Service”), please read these Terms of Use. Also, if you intend to register as a Member, you may be required to execute a separate Membership Agreement for Patient-Centered Holistic Medical Services. If you object to anything in this Agreement or the Hana Holistic Medical Center Privacy Policy, do not use the Website or the Service. The Terms of Use are subject to change by the Hana Holistic Medical Center at any time, effective upon posting on the Hana Holistic Medical Center website, and your use of the Service after such posting will constitute acceptance by you of such changes.

1. Acceptance of Terms of Use Agreement.

a. Electronic Agreement. This Agreement is an electronic contract that sets out the legally binding terms of your use of the Website and your membership in the Service. This Agreement may be modified by the Hana Holistic Medical Center from time to time, such modifications to be effective upon posting by the Hana Holistic Medical Center on the Website. This Agreement includes the Hana Holistic Medical Center’s Acceptable Use Policy for Content Posted on the Website, the Hana Holistic Medical Center’s Privacy Policy, the Hana Holistic Medical Center’s subscription policies and any notices regarding the Website. By accessing the Website or becoming a Member, you accept this Agreement and agree to the terms, conditions and notices contained or referenced herein.

b. Electronic Form. By accessing the Website or becoming a Member, you consent to have this Agreement provided to you in electronic form.

c. Non-electronic Copy. You have the right to receive this Agreement in non-electronic form. You may request a non-electronic copy of this Agreement either before or after you electronically sign the Agreement. To receive a non-electronic copy of this Agreement, please send an e-mail to Info@hanaholistic.com or a letter and self-addressed stamped envelope to: the Hana Holistic Medical Center, 2107 Channing Way, Berkeley, CA 94704.

d. Withdrawing Your Consent. You have the right at any time to withdraw your consent to have this Agreement provided to you in electronic form.

(i) Effect. Should you choose to withdraw your consent to have this Agreement provided to you in electronic form, we will discontinue your then-current username and password. This means that you will not have the right to use the Service unless, and until, we issue you a new username and password. We only will issue you a new username and password

after we receive a signed copy of a non-electronic version of this Agreement, which we will send to you upon request.

(ii) *Notice.* To withdraw your consent and/or request a non-electronic copy of this Agreement, please send an email to Info@hanaholistic.com or a letter and self-addressed stamped envelope to: the Hana Holistic Medical Center, 2107 Channing Way, Berkeley, CA 94704.

(iii) *Prospective Nature.* Your withdrawal of consent shall be effective within a reasonable time after we receive your withdrawal notice described above. Your withdrawal of consent will not affect the legal validity or enforceability of the Agreement provided to, and electronically signed by, you prior to the effective date of your withdrawal.

e. *Access and Retention.* In order to access and retain this electronic Agreement, you must have access to the World Wide Web, either directly or through devices that access web-based content, and pay any service fees associated with such access. In addition, you must use all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device. Please print a copy of this document for your records. To retain an electronic copy of this Agreement, you may save it into any word processing program. Via, the Website, we will notify you of any changes in the hardware or software requirements needed to access and/or retain this Agreement that create a material risk that you will not be able to continue to access and/or retain this electronic Agreement.

2. Eligibility.

By using the Website, you represent and warrant that you have the right, authority and capacity to enter into this Agreement and to abide by all of the terms and conditions of this Agreement.

3. Membership and Subscription Pricing.

You can use certain services of the Website at no cost. However, in order to secure full membership with the Hana Holistic Medical Center and use all services of the Website, you will be required to execute a separate membership agreement for patient-centered holistic health services not covered by medical insurance. Along with membership, you will have the ability to participate in all the features and services available within the Service. Please note that the subscription policies that are disclosed to you in subscribing to the service are deemed part of this Agreement. For purposes of this Agreement the term “Member” includes subscribers, unless where its usage indicates otherwise.

4. Term.

This Agreement will remain in full force and effect while you use the Website and/or are a Member. You may terminate your membership by contacting us at the Hana Holistic Medical Center, 2107 Channing Way, Berkeley, CA 94704. If you terminate your subscription, your subscription will remain active until the end of your then-current subscription period (that is, the subscription period through which you had paid prior to your termination). The Hana Holistic

Medical Center may terminate your membership and/or subscription by sending notice to you at the email address you provide in your application for membership, or such other email address as you may later provide to the Hana Holistic Medical Center. If the Hana Holistic Medical Center terminates your membership in the Service because you have breached this Agreement, you will not be entitled to any refund of unused subscription fees. All decisions regarding the termination of accounts shall be made in the sole discretion of the Hana Holistic Medical Center. The Hana Holistic Medical Center is not required to provide you notice prior to terminating your membership and/or subscription. The Hana Holistic Medical Center is not required, and may be prohibited, from disclosing a reason for the termination of your account. Even after your membership or subscription is terminated, this Agreement will remain in effect. All terms that by their nature may survive termination of this Agreement shall be deemed to survive such termination.

5. Non-commercial Use by Members.

The Website is for the personal use of individual Members only and may not be used in connection with any commercial endeavors. Organizations, companies, and/or businesses may not become Members and should not use the Service or the Website for any purpose. Illegal and/or unauthorized uses of the Website, including collecting usernames and/or email addresses of members by electronic or other means for the purpose of sending unsolicited email and unauthorized framing of or linking to the Website may be investigated, and appropriate legal action will be taken, including without limitation, civil, criminal, and injunctive redress. Use of the Website is with the permission of the Hana Holistic Medical Center, which may be revoked at any time, for any reason, in the Hana Holistic Medical Center's sole discretion.

6. Account Security.

You are responsible for maintaining the confidentiality of the username and password that you designate during the registration process, and you are fully responsible for all activities that occur under your username and password. You agree to: (a) immediately notify the Hana Holistic Medical Center of any unauthorized use of your username or password or any other breach of security, and (b) ensure that you exit from your account at the end of each session. The Hana Holistic Medical Center will not be liable for any loss or damage arising from your failure to comply with this provision. 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. If you share your computer with others, you may wish to consider disabling any auto-sign in feature.

7. Content on The Hana Holistic Medical Center.

a. Proprietary Rights. Hana Holistic Medical Center owns and retains all proprietary rights in the Website and the Service. The Website contains the copyrighted material, trademarks, and other proprietary information of Hana Holistic Medical Center, and its licensors. Except for that information which is in the public domain or for which you have been given written permission, you may not copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information.

b. Reliance on Content, Advice, Etc. Opinions, advice, statements, offers, or other information or content made available through the Service, but not directly by the Hana Holistic Medical Center, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. The Hana Holistic Medical Center does not: (i) guarantee the accuracy, completeness, or usefulness of any information on the Service, or (ii) adopt, endorse or accept responsibility for the accuracy or reliability of any opinion, advice, or statement made by any party that appears on the Website. Under no circumstances will the Hana Holistic Medical Center or its affiliates be responsible for any loss or damage resulting from your reliance on information or other content posted on the Website or transmitted to or by any Members.

8. Content Posted by You to the Hana Holistic Medical Center.

You are solely responsible for the Content that you publish or display (hereinafter, “post”) on the Service, or transmit to other Members. You will not provide inaccurate, misleading or false information to the Company or to any other Member. If information provided to the Hana Holistic Medical Center, or another Member, subsequently becomes inaccurate, misleading or false, you will promptly notify The Hana Holistic Medical Center of such change.

You understand and agree that the Hana Holistic Medical Center may review and delete any content, messages, double-blind emails, photos or profiles (collectively, “Content”), in each case in whole or in part, that in the sole judgment of the Hana Holistic Medical Center violate this Agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of Members.

By posting Content to any public area of the Hana Holistic Medical Center, you automatically grant, and you represent and warrant that you have the right to grant, to the Hana Holistic Medical Center, its affiliates, licensees and successors, an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, reproduce, adapt, modify and distribute such information and content and to prepare derivative works of, or incorporate into other works, such information and content, and to grant and authorize sublicenses of the foregoing. You further represent and warrant that public posting and use of your content by the Hana Holistic Medical Center will not infringe or violate the rights of any third party.

Your use of the Service, including but not limited to the Content you post on the Service, must be in accordance with any and all applicable laws and regulations.

You may not engage in advertising to, or solicitation of, other Members. This includes but is not limited to solicitation or advertising to buy or sell any products or services through the Service or to attend parties or other social functions or networking for commercial purposes. You may not transmit any chain letters or junk email to other Members. Although the Hana Holistic Medical Center cannot monitor the conduct of its Members off the Website, it is also a violation of these rules to use any information obtained from the Service in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to any Member without their prior explicit consent. In order to protect our Members from such advertising or solicitation, we

reserves the right to restrict the number of emails which a Member may send to other Members in any 24-hour period to a number which we deem appropriate in our sole discretion.

All information you include in your Member profile must be accurate, current and complete.

9. Prohibited Activities.

The Hana Holistic Medical Center reserves the right to investigate and terminate your membership if you have misused the Service, or behaved in a way which could be regarded as inappropriate or whose conduct is unlawful or illegal. The following is a partial list of the type of actions that you may not engage in with respect to the Service:

You will not express or imply that any statements you make are endorsed by the Hana Holistic Medical Center without our specific prior written consent.

You will not use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the Service or its contents.

You will not post, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights.

You will not remove any copyright, trademark or other proprietary rights notices contained in the Service.

You will not interfere with or disrupt the Services or the site or the servers or networks connected to the Services or the site.

You will not post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

You will not forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the Service.

You will not "frame" or "mirror" any part of the Service or the Website, without the Hana Holistic Medical Center's prior written authorization. You also shall not use meta tags or code or other devices containing any reference to the Hana Holistic Medical Center or the Service or the site in order to direct any person to any other web site for any purpose.

You will not modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Service or the Website or any software used on or for the Service or cause others to do so.

10. Subscriptions; Charges on Your Billing Account.

a. General. The Hana Holistic Medical Center bills you for certain services through an online account (your “Billing Account”) for use of the Service. You agree to pay the Hana Holistic Medical Center all charges at the prices then in effect for any use of the Service by you or other persons (including your agents) using your Billing Account, and you authorize the Hana Holistic Medical Center to charge your chosen payment provider (your “Payment Method”) for the Service. You agree to make payment using that selected Payment Method. The Hana Holistic Medical Center reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment.

b. Recurring Billing. Most subscription plans to the Service consist of an initial period, for which there is a one time charge, followed by recurring period charges as agreed to by you. By entering into this Agreement, you acknowledge that your subscription has an initial and recurring payment feature and you accept responsibility for all recurring charges prior to cancellation. The Hana Holistic Medical Center MAY SUBMIT PERIODIC CHARGES (E.G., ANNUALLY) WITHOUT FURTHER AUTHORIZATION FROM YOU, UNTIL YOU PROVIDE PRIOR NOTICE (CONFIRMED IN WRITING UPON REQUEST BY THE HANA HOLISTIC MEDICAL CENTER) THAT YOU HAVE TERMINATED THIS AUTHORIZATION OR WISH TO CHANGE YOUR PAYMENT METHOD. SUCH NOTICE WILL NOT AFFECT CHARGES SUBMITTED BEFORE THE HANA HOLISTIC MEDICAL CENTER REASONABLY COULD ACT. TO TERMINATE YOUR AUTHORIZATION OR CHANGE YOUR PAYMENT METHOD, GO TO ACCOUNT SETTINGS.

c. Current Information Required. YOU MUST PROVIDE CURRENT, COMPLETE AND ACCURATE INFORMATION FOR YOUR BILLING ACCOUNT. YOU MUST PROMPTLY UPDATE ALL INFORMATION TO KEEP YOUR BILLING ACCOUNT CURRENT, COMPLETE AND ACCURATE (SUCH AS A CHANGE IN BILLING ADDRESS, CREDIT CARD NUMBER, OR CREDIT CARD EXPIRATION DATE), AND YOU MUST PROMPTLY NOTIFY THE HANA HOLISTIC MEDICAL CENTER IF YOUR PAYMENT METHOD IS CANCELED (E.G., FOR LOSS OR THEFT) OR IF YOU BECOME AWARE OF A POTENTIAL BREACH OF SECURITY, SUCH AS THE UNAUTHORIZED DISCLOSURE OR USE OF YOUR USER NAME OR PASSWORD. CHANGES TO SUCH INFORMATION CAN BE MADE AT ACCOUNT SETTINGS. IF YOU FAIL TO PROVIDE THE HANA HOLISTIC MEDICAL CENTER ANY OF THE FOREGOING INFORMATION, YOU AGREE THAT THE HANA HOLISTIC MEDICAL CENTER MAY CONTINUE CHARGING YOU FOR ANY USE OF THE SERVICE UNDER YOUR BILLING ACCOUNT UNLESS YOU HAVE TERMINATED YOUR SUBSCRIPTION FOR THE SERVICE (CONFIRMED BY YOU IN WRITING UPON REQUEST BY THE HANA HOLISTIC MEDICAL CENTER).

d. Payment Method. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Method (the “Payment Method Provider”). If the Hana Holistic Medical Center does not receive payment from your Payment Method Provider, you agree to pay all amounts due on your Billing Account upon demand.

e. Change in Amount Authorized. If the amount to be charged to your Billing Account varies from the amount you preauthorized (other than due to the imposition or change in the amount of state sales taxes), you have the right to receive, and the Hana Holistic Medical Center shall provide, notice of the amount to be charged and the date of the charge at least 10 days before the scheduled date of the transaction. Any agreement you have with your Payment Method Provider will govern your use of your Payment Method. You agree that The Hana Holistic Medical Center may accumulate charges incurred and submit them as one or more aggregate charges during or at the end of each billing cycle.

f. Auto-renewal. Your Hana Holistic Medical Center subscription will be automatically extended for successive renewal periods of the same duration as the subscription term originally selected, at the then-current non-promotional subscription rate. To change or resign your subscription at any time, go to Account Settings. If you resign, you may use your subscription until the end of your then-current subscription term; your subscription will not be renewed after your then-current term expires. However, you won't be eligible for a prorated refund of any portion of the subscription fee paid for the then-current subscription period.

g. Reaffirmation of Authorization. Your non-termination or continued use of the Service reaffirms that the Hana Holistic Medical Center is authorized to charge your Payment Method. The Hana Holistic Medical Center may submit those charges for payment and you will be responsible for such charges. This does not waive the Hana Holistic Medical Center's right to seek payment directly from you. Your charges may be payable in advance, in arrears, per usage, or as otherwise described when you initially subscribed to the Service.

h. Free Trials and Other Promotions. Any free trial or other promotion that provides subscriber-level access to the Service must be used within the specified time of the trial. You must cancel your subscription before the end of the trial period in order to avoid being charged a subscription fee. If you cancel prior to the end of the trial period and are inadvertently charged for a subscription, please contact the Hana Holistic Medical Center to have the charges reversed.

11. Permission to Treat.

By clicking "Accept" during registration, you give permission to the health care providers of the Hana Holistic Medical Center to medically care for you. You may withdraw this consent at any time by no longer seeking care from the Hana Holistic Medical Center.

12. Modifications to Service.

The Hana Holistic Medical Center reserves the right at any time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that the Hana Holistic Medical Center shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

13. Blocking of IP Addresses.

In order to protect the integrity of the Service, the Hana Holistic Medical Center reserves the right at any time in its sole discretion to block Members from certain IP addresses from accessing the Website.

14. Copyright Policy.

You may not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights. Without limiting the foregoing, if you believe that your work has been copied and posted on the Service in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; a description of the copyrighted work that you claim has been infringed; a description of where the material that you claim is infringing is located on the Website; your address, telephone number, and email address; a written 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; 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. The Hana Holistic Medical Center's Copyright Agent for notice of claims of copyright infringement can be reached as follows: the Hana Holistic Medical Center, 2107 Channing Way, Berkeley, CA 94704.

15. Privacy.

Use of the Website and/or the Service is also governed by our Privacy Policy.

16. Disclaimers.

The Hana Holistic Medical Center is not responsible for any incorrect or inaccurate Content posted on the Website or in connection with the Service, whether caused by users of the Website, Members or by any of the equipment or programming associated with or utilized in the Service. The Hana Holistic Medical Center is not responsible for the conduct, whether online or offline, of any user of the Website or Member of the Service. The Hana Holistic Medical Center assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, user or Member communications. The Hana Holistic Medical Center is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any Website or combination thereof, including injury or damage to users and/or Members or to any other person's computer related to or resulting from participating or downloading materials in connection with the Web and/or in connection with the Service. Under no circumstances will the Hana Holistic Medical Center or any of its affiliates, advertisers, promoters or distribution partners be responsible for any loss or damage, including personal injury or death, resulting from anyone's use of the Website or the Service, any Content posted on the Website or transmitted to

Members, or any interactions between users of the Website, whether online or offline. The Website and the Service are provided “AS-IS” and the Hana Holistic Medical Center expressly disclaims any warranty of fitness for a particular purpose or non-infringement. The Hana Holistic Medical Center cannot guarantee and does not promise any specific results from use of the Website and/or the Service.

In addition to the preceding paragraph and other provisions of this Agreement, any advice that may be posted on the Website is for informational and entertainment purposes only and is not intended to replace or substitute for any professional financial, medical, legal, or other advice. The Hana Holistic Medical Center makes no representations or warranties and expressly disclaims any and all liability concerning any treatment, action by, or effect on any person following the information offered or provided within or through the Website. If you have specific concerns or a situation arises in which you require professional or medical advice, you should consult with an appropriately trained and qualified specialist.

17. Services Disclaimer.

I understand that methods of treatment for the Hana Holistic Medical Center’s Benefits and Services may include, but are not limited to: yoga, dance therapy, Tai Chi, Chi Gong, energy movement exercises, NIA dance, acupressure, energy healing and message therapy. I will consult with a medical physician to be screened for any predispositions to injuries and risks regarding any of these treatments and I will consult with a medical physician to address serious health concerns and to avoid any contraindications.

I understand that these treatments and modalities are not a substitute for allopathic medical care and do not expect these service providers to anticipate all possible risks and complications from treatments. I will immediately notify my provider of any unanticipated or unpleasant effects associated with any of my treatments.

By clicking “I AGREE” I give consent to any of the treatment providers at the Hana Holistic Medical Center to assess and care for my present condition and any other future conditions for which I seek attention at this office.

18. Links.

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because the Hana Holistic Medical Center has no control over such sites and resources, you acknowledge and agree that the Hana Holistic Medical Center is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that the Hana Holistic Medical Center shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of, or reliance upon, any such Content, goods or services available on or through any such site or resource.

19. Limitation on Liability.

To the extent permitted by law, in no event will the Hana Holistic Medical Center be liable to you or any third person for any indirect, consequential, exemplary, incidental, special or punitive damages, including also lost profits arising from your use of the Web site or the Service, even if the Hana Holistic Medical Center has been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, the Hana Holistic Medical Center's liability to you for any cause whatsoever, and regardless of the form of the action, will at all times be limited to the amount paid, if any, by you to the Hana Holistic Medical Center for the Service during the term of membership.

20. U.S. Export Controls.

Software from this Website (the "Software") is further subject to United States export controls. No Software may be downloaded from the Website or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other Country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the Software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

21. Jurisdiction and Choice of Law.

If there is any dispute arising out of the Website and/or the Service, by using the Website, you expressly agree that any such dispute shall be governed by the laws of the State of California, without regard to its conflict of law provisions, and you expressly agree and consent to the exclusive jurisdiction and venue of the state and federal courts of the State of California for the resolution of any such dispute.

22. Indemnity by You.

You agree to indemnify and hold the Hana Holistic Medical Center, its subsidiaries, affiliates, officers, agents, and other partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorney's fees, made by any third party due to or arising out of your use of the Service in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth above.

23. No Third Party Beneficiaries.

You agree that, except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this Agreement.

I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.