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This Agreement takes effect when you accept this Agreement in the manner provided in the App or its download page or otherwise when you install or use the App.

The terms of this Agreement apply to all upgrades and updates to the App, unless such upgrade or update is accompanied by a separate license, in which case the terms of that license will govern. Your use of the App is voluntary and you may uninstall the App at any time.

1. License and Restrictions.

Subject to the provisions of this Agreement, the Clinic grants you a personal, limited, revocable, non-exclusive, non-sublicensable, and non-transferable license to: (i) install and use the App in object code format only, and (ii) to use the Services available through the App for your personal use only.

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3. Disclaimers.

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Health Care Disclaimer.

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YOUR RELIANCE ON THE INFORMATION IN THE APP OR SERVICES IS AT YOUR SOLE DISCRETION AND YOU SHOULD TALK TO YOUR CHIROPRACTOR BEFORE MAKING HEALTH CARE DECISIONS OR ENGAGING IN ANY EXERCISES OR ACTIVITIES PRESENTED IN THE APP OR SERVICES.

4. Limitations on Liability

THE CLINIC, THE SUPPLIER AND THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, MEMBERS, SUBSIDIARIES, AFFILIATES, OR AGENTS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR USE OF THE APP OR SERVICES, WHETHER BASED ON CONTRACT, TORT, WARRANTY, STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES.

YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE RELATED TO THIS AGREEMENT, THE APP OR SERVICES SHALL BE UNINSTALLING THE APP AND CEASING USE OF THE APP AND SERVICES. IN THE EVENT A COURT AWARDS DIRECT DAMAGES DESPITE THE FOREGOING, SUCH DAMAGE SHALL NOT EXCEED THE LESSER OF \$5.00 OR THE AMOUNT PAID BY YOU FOR THE APP.

Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the disclaimers, exclusions, or limitations in this Agreement may not apply to you, and you might have additional rights.

5. Term and Termination

The term of this Agreement shall commence on the date you accept this Agreement and, unless terminated as specified below, shall continue for so long as you use the App or Services. You have the right to terminate this Agreement at any time by uninstalling the App.

The Clinic or Supplier may, in its sole discretion, terminate this Agreement and/or the Services without cause at any time. Your license to the App and the Clinic's obligations under this Agreement will automatically terminate if you fail to comply with any term of this Agreement. No notice will be required from the Clinic or Supplier to effectuate such termination. You will receive no refunds upon termination.

Upon termination of this Agreement, all of your rights to use the App and Services shall terminate immediately and you shall remove the App from your mobile device.

6. Indemnification

You and your heirs, representatives, successors and assigns shall indemnify, defend, and hold harmless the Clinic, the Supplier and their respective successors and assigns from and against in respect of any and all third party claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including interest, penalties and reasonable attorneys' fees, that the Clinic or Supplier incurs or suffers, which arise from, result from, or relate to you use of the App or Services or this Agreement.

7. General

You are responsible for compliance with applicable laws. This Agreement has been prepared in English, and English is the controlling language with respect to all matters concerning this Agreement. Any and all notices or communications related to this Agreement must be in English. The provisions of this Agreement, which, by their terms, require performance after the termination of this Agreement, or have application to events that may occur after the termination of this Agreement, shall survive the termination of this Agreement. This Agreement is personal to you and you may not assign your rights or delegate your duties under this Agreement. Any failure by the Clinic or Supplier to enforce any provision of this Agreement shall not be construed as a waiver of any provision or the right to enforce same. If any portion of this Agreement is held to be invalid, such holding shall not invalidate the other provisions of Agreement.

This Agreement shall be governed by the laws of the State of Minnesota (without regard to its choice of law principles or rules) and the applicable laws of the United States. For the purpose of resolving conflicts related to or arising out of this Agreement, the parties expressly agree that venue shall be in the federal and state courts located in Hennepin County in the State of Minnesota, and, in addition, the parties hereby expressly consent to the exclusive jurisdiction of the federal and state courts in Hennepin County in the State of Minnesota. Regardless of any statute or law to the contrary, any claim or cause of action you may have that arises out of or is related to this Agreement must be filed within two (2) years after such claim or cause of action arose or be forever barred.

This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, there being no terms, conditions, warranties, or representations other than those contained in this Agreement, and shall supersede any prior agreements between the parties with respect to the subject matter hereof. The Clinic or Supplier may revise this Agreement at any time without notice, and any continued use of the App or Services following the date on which changes to this Agreement are published with or in the App shall constitute your acceptance of all such changes.