

Terms and Conditions

Effective Date: September 8, 2025

Welcome to www.clarus-health.com ("Site"), operated by **Clarus Health Inc.** ("we," "our," or "us"). By accessing or using this Site, you agree to these Terms and Conditions ("Terms"). If you do not agree, please do not use this Site.

1. Acceptance of Terms

By using this Site, you confirm that you are at least 18 years of age and legally able to enter into this agreement.

2. Eligibility & Geographic Restrictions

Clarus Health Inc. provides services only to individuals who are **physically located in the state of California at the time of treatment or medical advice**. You may live elsewhere, but you must be in California during clinical interactions.

3. Medical Services Disclaimer

Clarus Health Inc. offers telehealth, concierge medicine, ketamine therapy, hormone therapy, aesthetic services, IV infusions, and interventional procedures such as nerve blocks. These services are provided by licensed professionals.

This Site does not provide medical advice. Content is for general informational purposes only and is not a substitute for professional medical evaluation, diagnosis, or treatment.

Use of this Site does not create a provider–patient relationship.

4. Website Content Is Not Medical Advice

Content on this Site, including blog posts, FAQs, or service descriptions, is for general information only. Always consult a licensed professional for medical concerns.

5. No Emergency or Crisis Care

The Site is not intended for urgent or emergency care. **If you are experiencing a medical emergency, call 911 immediately** or go to the nearest emergency department.

6. User Responsibilities

You agree:

- To provide accurate and complete information;
 - Not to use the Site for unlawful, harmful, or fraudulent purposes;
 - Not to submit PHI except through secure forms or portals.
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7. Privacy and Protected Health Information (PHI)

We may collect and process PHI submitted via secure forms or portals. PHI is governed by our **HIPAA Notice of Privacy Practices**, not this document.

Our separate **Privacy Policy & HIPAA Notice of Privacy Practices** explains how we collect, use, and disclose PHI.

8. Appointment Scheduling & Payment

Appointments are scheduled through a third-party platform, **Boulevard**, linked from our Site. Payments are processed by Boulevard and subject to its own terms and policies. Clarus Health Inc. does not process payments directly on this Site.

9. Controlled Substances Disclaimer

Some treatments, including **ketamine therapy and hormone therapy**, involve controlled substances. These treatments are provided in compliance with applicable federal and state regulations, including California's **CURES program**.

10. Third-Party Tools

This Site may use third-party tools such as **Google Analytics** and other tracking technologies. These services may collect browsing data subject to their own privacy policies.

11. Intellectual Property

All content on this Site—including text, graphics, logos, protocols, and branding—is the property of **Clarus Health Inc.** and protected by copyright and trademark law. You may not reproduce or distribute materials without written permission.

12. Prohibited Conduct

You agree not to:

- Use the Site for fraudulent or harmful purposes;
 - Attempt unauthorized access to the Site's systems;
 - Introduce malware or harmful code.
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13. Electronic Communications

By providing your contact information, you consent to receive communications from us by **email, text, or phone** regarding scheduling, reminders, and administrative matters. Message and data rates may apply. You may opt out of non-essential messages at any time.

Do not include sensitive medical information in unencrypted messages; clinical communications should occur via our secure systems.

14. Dispute Resolution – Binding Arbitration (JAMS) & Class Action Waiver

Any dispute, claim, or controversy arising out of or relating to these Terms, the Site, or your use of the Site (each, a “Dispute”) will be resolved exclusively by **final and binding arbitration** administered by **JAMS** under its Comprehensive Arbitration Rules and Procedures (or **Consumer Arbitration Minimum Standards** if applicable).

- **Location & Format:** For consumers, arbitration will occur in your county of residence in California, or by video/telephone at your election.
 - **Fees:** Consumers will pay no more than court filing fees; Clarus Health Inc. will pay all other JAMS fees.
 - **Available Relief:** The arbitrator may award **any relief available in court** under applicable law.
 - **Individual Basis Only:** Arbitration will be conducted **only on an individual basis** and not as a class, collective, or representative action.
 - **Injunctive Relief Carve-Out:** Either party may seek temporary injunctive relief in a court of competent jurisdiction in **San Francisco County, California**, to protect confidential information or intellectual property.
 - **Informal Resolution First:** Before filing arbitration, the complaining party must send a **Notice of Dispute** to the other party and allow **60 days** for informal resolution.
 - **Governing Law:** This arbitration agreement is governed by the **Federal Arbitration Act (FAA)** and California law.
 - **Small Claims:** Either party may bring an individual claim in **small claims court** instead of arbitration.
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15. Limitation of Liability (Site Use Only)

To the fullest extent permitted by law, Clarus Health Inc. and its affiliates will **not** be liable for indirect, incidental, special, consequential, or punitive damages arising from your use of the Site or linked services.

Our aggregate liability for claims relating to **the Site** will not exceed **\$100**.

Nothing in these Terms limits liability that cannot be limited by law, including liability for **medical malpractice, willful misconduct, HIPAA violations, or other non-waivable obligations**.

16. Indemnification

You agree to indemnify and hold harmless **Clarus Health Inc.**, its employees, affiliates, and agents from claims, damages, or expenses arising from your Site use or violation of these Terms.

17. Modifications to These Terms

We may update these Terms from time to time. Updates will be effective upon posting with a new “Effective Date.” Continued use of the Site constitutes acceptance.

18. Governing Law

These Terms and your use of the Site are governed by the laws of the **State of California**, without regard to conflict of law rules.

19. California Consumer Rights Notice

If you have a complaint, you may contact the **Consumer Information Division, Department of Consumer Affairs, 1625 North Market Blvd., Suite N112, Sacramento, CA 95834**, or by phone at **(800) 952-5210** or **(916) 445-1254**, or online at **www.dca.ca.gov**.

20. General


- **Severability:** If any provision is found unenforceable, the remainder remains valid.
 - **No Waiver:** A failure to enforce a provision is not a waiver.
 - **Assignment:** You may not assign these Terms; we may assign to an affiliate or successor.
 - **Force Majeure:** We are not liable for delays beyond our reasonable control.
 - **Headings:** Headings are for convenience only.
 - **Entire Agreement:** These Terms are the entire agreement regarding your **use of the Site**.
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21. Contact Information

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Last Updated: September 8, 2025