



Terms and Conditions

PLEASE REVIEW IT CAREFULLY.

TERMS OF SERVICE

Last Updated: August 11, 2025

1. DEFINITIONS

For purposes of this Terms of Service ("Terms" or "Agreement"), the following definitions shall apply:

1.1 "Optimize Chiropractic," "we," "our," or "us" means Optimize Chiropractic, LLC, a Utah limited liability company, including its parent company (JRE Star Investment Holdings, LLC), subsidiaries, affiliates, officers, directors, employees, agents, contractors, and authorized representatives.

1.2 "User," "you," or "your" means any individual or entity that accesses, browses, purchases from, schedules with, or otherwise uses the Services, whether as a Member, Non-Member, or visitor.

1.3 "Member" means any User who has entered into a recurring membership, subscription, or package agreement with Optimize Chiropractic for services.

1.4 "Non-Member" means any User who accesses Services on a pay-per-service or ad-hoc basis without a recurring agreement.

1.5 "Services" means all products, features, software, mobile applications, websites, patient portals, telehealth consultations, chiropractic services, rehabilitation programs, wellness education, appointment scheduling, and any related materials provided by Optimize Chiropractic, whether delivered in-person or online.

1.6 "Content" means any text, graphics, images, videos, audio, software, code, data, and other materials provided through the Services, including both Optimize Chiropractic-created content and User-generated content.

1.7 "User Content" means any reviews, testimonials, questions, comments, photos, videos, or other materials submitted, posted, or otherwise made available by a User through the Services.

1.8 "PHI" or "Protected Health Information" means individually identifiable health information, as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), that is created, received, maintained, or transmitted by Optimize Chiropractic in connection with providing Services.

1.9 "Applicable Law" means all federal, state, and local laws, rules, and regulations, including HIPAA, the Utah Chiropractic Physician Practice Act, the Utah Consumer Sales Practices Act, and the Utah Arbitration Act.

1.10 "Agreement Date" means the date you first access or use the Services, thereby accepting these Terms.

2. AGREEMENT TO TERMS OF USE

2.1 Binding Agreement. By accessing, browsing, purchasing from, or otherwise using the Services, you agree to be legally bound by these Terms, the Optimize Chiropractic Privacy Policy, and the Optimize Chiropractic HIPAA Notice of Privacy Practices (collectively, the "Policies"), which are incorporated herein by reference.

2.2 No Conditional Acceptance. Your use of the Services constitutes unconditional acceptance of these Terms. If you do not agree, you must immediately cease all access and use.

2.3 Parties. This Agreement is between you and Optimize Chiropractic only. No third party shall be deemed a beneficiary hereof, except as expressly stated.

3. CHANGES TO TERMS OF USE

3.1 Right to Modify. Optimize Chiropractic reserves the right, in its sole discretion, to amend, modify, or replace these Terms at any time.



3.2 Notice of Changes. We will provide notice of material changes by:

- (a) Posting the revised Terms on our primary website at <https://optimizemy.health>;
- (b) Updating the “Last Updated” date; and
- (c) Providing additional notice (e.g., email or Service notification) for material changes affecting rights or obligations.

3.3 Continued Use as Acceptance. Your continued use of the Services after the effective date of changes constitutes your acceptance of the updated Terms.

4. ABOUT OPTIMIZE CHIROPRACTIC

4.1 Nature of Business. Optimize Chiropractic is a licensed chiropractic practice offering:

- (a) Chiropractic adjustments, spinal decompression, and other musculoskeletal treatments;
- (b) Corrective exercise, rehabilitation, and mobility training;
- (c) Telehealth consultations and virtual mobility programs;
- (d) Patient education on health, wellness, posture, and injury prevention;
- (e) E-commerce sales of wellness products and medically related devices; and
- (f) Secure online patient account management, scheduling, and communications.

4.2 No Guarantee of Availability. We may modify, suspend, or discontinue any Service, in whole or in part, at any time without notice or liability.

5. USE OF THE SERVICES

5.1 Permitted Use. You agree to:

- (a) Access the Services only for lawful purposes and in accordance with these Terms;
- (b) Provide accurate, current, and complete information when creating an account;
- (c) Maintain the confidentiality of your login credentials; and
- (d) Use any Content only for your personal, non-commercial benefit unless otherwise authorized in writing.

5.2 Prohibited Conduct. You shall not:

- (i) Copy, reproduce, or distribute any Content without authorization;
- (ii) Circumvent, disable, or interfere with security features;
- (iii) Upload or transmit viruses, malware, or harmful code;
- (iv) Engage in automated data scraping without permission;
- (v) Impersonate another person or entity;
- (vi) Disrupt the operation of the Services; or
- (vii) Use the Services to collect, store, or transmit PHI except as authorized.

5.3 Enforcement. We may suspend or terminate your access for violations of these Terms or Applicable Law, and may pursue all available remedies.

6. MEDICAL DISCLAIMER

6.1 Informational Purposes Only. The Content provided through the Services is for general informational and educational purposes only and is not intended as a substitute for professional medical advice, diagnosis, or treatment.

6.2 No Doctor–Patient Relationship. Accessing or using the Services does not create a doctor–patient relationship between you and Optimize Chiropractic unless and until you undergo an in-person or telehealth consultation and formally become a patient.

6.3 Emergency Situations. If you believe you are experiencing a medical emergency, call 911 immediately.

7. HIPAA COMPLIANCE AND PRIVACY

7.1 Compliance Commitment. We comply with HIPAA and other Applicable Law regarding the privacy and security of PHI.

7.2 Use and Disclosure. We will only use or disclose PHI as permitted by law, to provide treatment, obtain payment, or conduct healthcare operations, or as otherwise authorized by you in writing.

7.3 Safeguards. We maintain administrative, technical, and physical safeguards to protect PHI against unauthorized use or disclosure.

7.4 Patient Rights. You have the right to:

- (a) Access your PHI;
- (b) Request amendments;



- (c) Receive an accounting of disclosures;
- (d) Request restrictions; and
- (e) File a complaint if you believe your rights have been violated.

8. ELIGIBILITY AND ACCOUNT REGISTRATION

8.1 Eligibility Requirements. You may only use the Services if you:

- (a) Are at least eighteen (18) years of age, or the legal age of majority in your jurisdiction;
- (b) Have the legal capacity to enter into a binding contract;
- (c) Are not barred from using the Services under Applicable Law; and
- (d) Agree to comply with all obligations under these Terms.

8.2 Parental Consent for Minors. If you are under eighteen (18) years of age, you may only access the Services with the consent and supervision of a parent or legal guardian, who shall be responsible for your compliance with these Terms.

8.3 Account Creation. Certain features of the Services may require account registration. You agree to:

- (a) Provide true, accurate, current, and complete information;
- (b) Maintain and promptly update your information; and
- (c) Maintain the confidentiality of your login credentials.

8.4 Responsibility for Use. You are solely responsible for all activity that occurs under your account, whether or not authorized by you.

9. MEMBERSHIP TERMS AND CONDITIONS

9.1 Membership Structure. Memberships may be offered in various tiers, each with defined benefits, service frequency, and pricing.

9.2 Term and Renewal. Unless otherwise stated in your membership agreement, memberships are billed on a recurring basis (monthly or annually) and will automatically renew until canceled in accordance with these Terms.

9.3 Membership Cancellation.

- (a) You may cancel your membership by providing written notice at least seven (7) days prior to your next billing date;
- (b) No refunds will be issued for partial periods unless required by Applicable Law; and
- (c) Cancellations must be submitted via email, postal mail, or in person.

9.4 Membership Suspension. Optimize Chiropractic reserves the right to suspend or terminate memberships for non-payment, policy violations, or abusive conduct toward staff or other patients.

10. FEES, PAYMENTS, AND REFUNDS

10.1 Payment Authorization. By providing a payment method, you authorize us to charge all applicable fees, including taxes, in accordance with your selected Services or membership plan.

10.2 Payment Methods. We accept payment via credit card, debit card, ACH, and other approved methods.

10.3 Late Payments. Past due accounts may be subject to late fees, interest, and/or suspension of Services until paid in full.

10.4 Refund Policy.

- (a) Fees for Services already rendered are non-refundable;
- (b) Product refunds are subject to return policies and inspection; and
- (c) Refunds for pre-paid memberships will be prorated only if cancellation is due to relocation beyond a reasonable service area or as otherwise required by Applicable Law.

11. PRODUCT SALES AND SHIPPING

11.1 Product Availability. We reserve the right to limit product quantities and discontinue products at any time.

11.2 Order Acceptance. Your receipt of an order confirmation does not constitute acceptance of your order; we may cancel any order prior to shipment for any reason.

11.3 Shipping and Delivery. Estimated delivery dates are not guaranteed. Risk of loss passes to you upon delivery to the carrier.

11.4 Returns. Product returns must comply with our posted return policy.



12. INTELLECTUAL PROPERTY RIGHTS

12.1 Ownership. All Content, trademarks, logos, and other intellectual property displayed or made available through the Services are the exclusive property of Optimize Chiropractic or its licensors.

12.2 Limited License. We grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Services for personal, non-commercial purposes.

12.3 Restrictions. You may not:

- (a) Reproduce, distribute, or modify Content;
- (b) Reverse engineer or attempt to extract source code; or
- (c) Remove proprietary notices from any materials.

13. USER CONTENT

13.1 License Grant. By submitting User Content, you grant us a perpetual, irrevocable, worldwide, royalty-free license to use, reproduce, modify, publish, translate, distribute, and display such content in connection with the Services.

13.2 Responsibility. You represent and warrant that you own or have all necessary rights to your User Content, and that it does not violate any third-party rights or Applicable Law.

13.3 Removal. We may remove any User Content that violates these Terms or is otherwise objectionable.

14. THIRD-PARTY SERVICES AND LINKS

14.1 Third-Party Services. The Services may contain links or integrations to third-party services, including payment processors, scheduling platforms, or wellness partners.

14.2 No Control. We do not control and are not responsible for third-party content, products, or services. Your use of third-party services is at your own risk.

15. DISCLAIMER OF WARRANTIES

15.1 “As-Is” Basis. The Services are provided “AS IS” and “AS AVAILABLE” without warranties of any kind, express or implied.

15.2 No Guarantee. We do not guarantee that the Services will be uninterrupted, error-free, or free from harmful components.

15.3 Medical Disclaimer. We make no guarantee of specific medical results from use of our Services.

16. LIMITATION OF LIABILITY

16.1 Maximum Liability. To the maximum extent permitted by law, our liability to you shall not exceed the greater of: (a) the total fees paid by you in the six (6) months preceding the claim, or (b) \$500.

16.2 Excluded Damages. In no event shall we be liable for indirect, incidental, special, consequential, or punitive damages, including lost profits or data.

17. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Optimize Chiropractic and its affiliates from any claims, damages, liabilities, costs, or expenses arising from:

- (a) Your use of the Services;
- (b) Your violation of these Terms; or
- (c) Your infringement of third-party rights.

18. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without regard to conflict of law principles. Any legal action shall be brought exclusively in the state or federal courts located in Davis County, Utah.

19. DISPUTE RESOLUTION; JURY TRIAL AND CLASS ACTION WAIVER

19.1 Mediation First. The parties agree to attempt to resolve disputes through good faith negotiation and mediation before filing suit.

19.2 Waiver of Jury Trial. You and Optimize Chiropractic waive the right to a trial by jury in any proceeding arising out of



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these Terms.

19.3 Class Action Waiver. You agree that disputes will be resolved only on an individual basis, and not as a plaintiff or class member in any purported class or representative action.

20. CONTACT INFORMATION

Questions regarding these Terms should be directed to:

Optimize Chiropractic, LLC

<https://optimizemy.health>

Email: debi@optimizemy.health

Phone: (385)363-5200

Address: 670 Shepard Lane #103 Farmington, UT 84025