

Integriva Health & WellnessSM — Terms of Use

Last Updated: October 13, 2025

1) Introduction

This website located at www.integrivahealth.com and any mobile application or platform connected to it (collectively, the “Website”) is owned and operated by Baptiste Family Health NP, PLLC, doing business as Integriva Health & WellnessSM (“Integriva,” “we,” “us,” or “our”). The Website provides general information, educational content, and access to certain services and products for users (“you” or “Customer”).

If you are not of legal age to form a binding contract (typically 18 years old), you must have a parent or legal guardian read these Terms of Use and consent to your use. In that case, “you” also includes that parent/guardian, and the minor for whom consent is provided.

Certain features may be subject to additional terms posted with those features; those terms are incorporated by reference into these Terms of Use (“Terms”).

2) Acceptance of Terms & Electronic Communications

By accessing or using the Website, you agree to be bound by these Terms and by our Privacy Policy and Telehealth Consent (where applicable) (collectively, the “Agreements”). If you do not agree, do not use the Website.

You consent to receive communications from us electronically (including email, text/SMS, phone, in-product messages, or notices posted on the Website). You agree that such communications satisfy any legal requirement that communications be in writing.

We may update these Terms at any time by posting a revised version and, where feasible, notifying you at the last email you provided. Your continued use after changes are posted constitutes acceptance.

3) Eligibility

You represent and warrant that you are at least 18 and have the legal capacity to agree to these Terms, and that you will comply with all applicable laws and the Agreements.

4) Privacy

Please review our Privacy Policy (and, where applicable, our Notice of Privacy Practices and Telehealth Consent) to understand how we collect, use, disclose, and protect Personal Information, including information that may be protected by HIPAA.

5) Code of Conduct (Acceptable Use)

You agree not to use the Website for any unlawful, harmful, or abusive purpose, including (without limitation) to:

- Impersonate any person or entity or misrepresent your affiliation.
- Infringe any intellectual property, privacy, or publicity rights.
- Transmit malware, spam, or any automated scraping/harvesting.
- Attempt to gain unauthorized access to accounts, systems, or networks.
- Reverse-engineer, decompile, or otherwise attempt to access source code.
- Interfere with the Website's operation or security.

We may monitor use and remove content or restrict access at our discretion.

6) Accounts

Some features require registration ("Customer Account"). You must provide accurate information and keep it updated. You are responsible for safeguarding your credentials and for all activity under your account. Notify us promptly at [support email] of any suspected unauthorized use. We may suspend or terminate accounts for violations of these Terms.

7) Termination; Remedies; Monitoring

We may suspend or terminate access (including deleting content you've uploaded) at any time, with or without notice, for any reason permitted by law. We may report suspected unlawful activity to authorities and comply with lawful requests. You acknowledge that breaches of these Terms may cause irreparable harm and agree that we may seek injunctive or equitable relief in addition to other remedies.

8) Medical & Safety Disclaimers

Informational/Educational Use Only. Content on the Website is for general informational and educational purposes; it is not medical or psychological advice, diagnosis, or treatment, and does not create a patient-provider relationship. Always seek the advice of your licensed healthcare provider with questions about a medical condition. Never delay or disregard professional advice because of Website content.

Medical Emergencies. If you think you are experiencing a medical emergency, call 911 immediately. We do not provide emergency services or 24-hour crisis support.

Crisis Resources (U.S.):

- National Suicide & Crisis Lifeline: 988
- National Domestic Violence Hotline: 800-799-SAFE (7233)
- Childhelp National Child Abuse Hotline: 800-4-A-CHILD (422-4453)

Supplements. Any statements regarding dietary supplements have not been evaluated by the FDA and are not intended to diagnose, treat, cure, or prevent disease. Read labels and consult your healthcare provider before use.

9) No Provider Credentialing or Endorsements

Unless we expressly state otherwise, listing or referencing any third-party practitioners, vendors, or resources does not constitute credentialing, endorsement, or recommendation. You are responsible for verifying qualifications and suitability.

10) Testimonials

Testimonials reflect individual experiences and do not guarantee similar outcomes. Your results may vary.

11) Intellectual Property

All content on the Website (text, graphics, logos, images, audio, video, software, and compilations) is owned by Integriva or its licensors and protected by U.S. and international laws. You may download and print a copy for personal, non-commercial use, provided you keep all proprietary notices intact. Any other use (including reproduction, distribution, modification, or derivative works) requires our prior written consent.

Trademarks/Service Marks. Names, logos, and trade dress of Integriva Health & WellnessSM and Baptiste Family Health NP, PLLC are proprietary. You may not use our marks without prior written permission.

12) DMCA Notice (Copyright Complaints)

If you believe content on the Website infringes your copyright, email [DMCA contact email] with a DMCA-compliant notice (17 U.S.C. §512(c)(3)). We may remove content and, where appropriate, terminate repeat infringers.

13) User Submissions & Feedback

Except for Personal Information governed by our Privacy Policy, any information or materials you submit to the Website (e.g., feedback, reviews, comments, ideas) ("Submissions") will be treated as non-confidential and non-proprietary. You grant Integriva a worldwide, perpetual, irrevocable, royalty-free license to use, reproduce, modify, distribute, and display Submissions in any media for any lawful purpose. Do not include health or other sensitive information you do not wish to disclose.

14) Third-Party Links & Content

The Website may link to or embed third-party sites or content. We do not control and are not responsible for third-party content, products, or services. Your use of third-party resources is at your own risk and subject to their terms and privacy policies.

15) Warranty Disclaimers

THE WEBSITE IS PROVIDED “AS IS” AND “AS AVAILABLE.” TO THE FULLEST EXTENT PERMITTED BY LAW, INTEGRIVA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, NON-INFRINGEMENT, AND QUIET ENJOYMENT. WE DO NOT WARRANT THAT THE WEBSITE WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE.

16) Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL INTEGRIVA, ITS OWNERS, OFFICERS, EMPLOYEES, CONTRACTORS, OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS, DATA, OR GOODWILL), ARISING OUT OF OR RELATING TO THE WEBSITE OR THESE TERMS, EVEN IF ADVISED OF THE POSSIBILITY. OUR TOTAL LIABILITY FOR ANY CLAIM SHALL NOT EXCEED THE AMOUNT YOU PAID TO US FOR THE PRODUCT OR SERVICE AT ISSUE, OR \$100, WHICHEVER IS GREATER. ANY CLAIM MUST BE BROUGHT WITHIN ONE (1) YEAR OF THE EVENT GIVING RISE TO THE CLAIM.

Some jurisdictions do not allow certain limitations; some limitations may not apply to you.

17) Indemnification

You agree to defend, indemnify, and hold harmless Integriva and its affiliates, owners, officers, employees, contractors, and agents from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorneys’ fees) arising out of or related to: (a) your use of the Website; (b) your breach of these Terms; (c) your violation of any law or third-party rights; or (d) your Submissions.

18) Communications; CAN-SPAM; SMS

By providing your email or mobile number, you consent to receive communications from us, including informational and marketing messages (where permitted). You can opt out of marketing emails by using the unsubscribe link; you can reply STOP to opt out of SMS marketing. Transactional/operational messages (e.g., appointment information, account/security notices) may still be sent as allowed by law. Message/data rates may apply.

19) Export Controls

You agree to comply with U.S. export and sanctions laws and represent that you are not located in a sanctioned country or on a prohibited list.

20) Governing Law; Venue

These Terms and any dispute arising out of or relating to them or the Website are governed by the laws of the State of New York and applicable U.S. federal law, without regard to conflict-of-law rules.

21) Arbitration & Class Action Waiver

PLEASE READ THIS CAREFULLY — IT AFFECTS YOUR RIGHTS. Except for claims that qualify for small-claims court or for injunctive relief regarding intellectual property or Website misuse, all disputes between you and Integriva arising from or relating to these Terms or the Website will be resolved by binding arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. Arbitration will take place in Nassau County, New York, unless the AAA Rules or applicable law require a different location or a documents-only proceeding.

No Class Actions. Disputes will be conducted only on an individual basis. Class actions, class arbitrations, private attorney general actions, and consolidation with other proceedings are not permitted. Jury trial is waived.

If any part of this Section is found unenforceable, the remainder shall still apply; if the class waiver is found unenforceable, the entire arbitration provision is void.

22) Force Majeure

We are not liable for delays or failures due to causes beyond our reasonable control, including acts of God, government actions, labor disputes, power or internet failures, or other force majeure events.

23) Miscellaneous

- Entire Agreement. These Terms (plus incorporated policies) are the entire agreement regarding the Website.
- Severability. If any term is unenforceable, it will be replaced with a valid term that most closely reflects the original intent; the rest remain in effect.
- No Waiver. Failure to enforce a provision is not a waiver.
- Assignment. You may not assign your rights or obligations without our prior written consent; we may assign freely.
- Survival. Sections that by their nature should survive (including IP, Disclaimers, Limitation of Liability, Indemnification, Arbitration, and Governing Law) will survive termination.

24) Contact Us

Questions about these Terms or the Website?

Email: integrivahealth@gmail.com]

Phone: 516-421-3589

Mailing Address: Baptiste Family Health NP, PLLC / Integriva Health & WellnessSM, 31 Covert Ave

Unit #5084, Floral Park, NY 11001