

Terms and Conditions

PLEASE REVIEW IT CAREFULLY.

Agreement to Terms of Use

These Terms of Use ("Terms" or "Agreement") govern your access to and use of Optimize Chiropractic, LLC websites, mobile applications, and any other services we provide (collectively, the "Services"). Please read them carefully. By using the Services, you agree to be bound by these Terms. If you do not agree to any part of them, you must not use the Services.

This Agreement has two parts:

Part One outlines the terms for using the Services.

Part Two contains additional legal provisions, including limits on our liability and a requirement for individual arbitration of disputes.

You must agree to all of these Terms to use the Services.

Changes to the Terms

We may update or add to these Terms at any time by posting the revised version on our websites and/or mobile applications (the "Site"). Your continued use of the Services after we post changes means you accept the updated Terms. Disputes that arise before changes are posted will be handled under the Terms in effect at the time the dispute occurred, including the binding individual arbitration provision.

Part One: Terms Governing Use of the Site and Services

Emergencies

THIS SITE IS NOT AN EMERGENCY-RESPONSE OR EMERGENCY-MONITORING SERVICE. IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, BELIEVE SOMEONE IS AT RISK OF SERIOUS INJURY OR DEATH, OR SUSPECT THAT A PERSON MAY HARM THEMSELVES OR OTHERS, CALL 911 OR CONTACT THE APPROPRIATE EMERGENCY SERVICES IMMEDIATELY.

Optimize Chiropractic, LLC is under no obligation to monitor, review, or respond to any communications submitted through this Site regarding such situations.

Age Limitations

This Site and the Services are intended for individuals 18 years of age and older. Certain content may not be suitable for minors. Children under the age of 13 are strictly prohibited from using this Site. Individuals between the ages of 13 and 17 should only use the Site with the permission and supervision of a parent or legal guardian. Optimize Chiropractic, LLC disclaims all liability for any use of the Site or Services by individuals under the age of 18.

Restricted Use

You may use this Site and our Services only in compliance with all applicable laws, rules, and regulations. Any unlawful or unauthorized use of this Site is strictly prohibited.

Your Privacy

By accepting these Terms, you confirm that you have read, understood, and agreed to Optimize Chiropractic, LLC's Online Privacy Policy and HIPAA Notice of Privacy Practices.

Registration

Registration is not required to access certain content on the Site. However, access to some features or Services may require you to register and provide certain personal information, including your email address and a password ("Credentials").

If you register for an account, you agree to:

- Accept responsibility for all activity conducted under your account.
- Provide true, accurate, complete, and current information at the time of registration.
- Promptly update your information to ensure it remains accurate and complete.
- Keep your Credentials confidential and not share them with others.

You are solely responsible for safeguarding your Credentials. If you suspect unauthorized use of your account or believe your Credentials have been compromised, contact us immediately at debi@optimizemy.health.

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Transactions

If you choose to purchase products or services described on or linked through this Site (each a “Transaction”), Optimize Chiropractic, LLC or the third-party provider of the product or service may request certain information from you that is necessary to process your Transaction. This may include, without limitation, your credit card or other payment details, billing address, and shipping information.

If you provide such information to Optimize Chiropractic, LLC, we will treat it in accordance with our Online Privacy Policy. By supplying this information, you authorize Optimize Chiropractic, LLC to share it with third parties as needed to complete the Transaction you initiated or authorized.

You agree to:

- Pay all charges incurred by you or anyone using your account or payment method, at the prices in effect when the charges were incurred, including all shipping and handling fees.
- Pay any applicable taxes related to your purchases.
- Represent and warrant that you have the legal right to use any payment method you provide.
- Descriptions, images, or references to products or services on the Site do not imply endorsement by Optimize Chiropractic, LLC unless explicitly stated. We reserve the right, without notice, to:
- Update or modify descriptions or references to products or services.
- Limit order quantities.
- Refuse service at our discretion.

We may require verification of information before accepting any order. Prices and availability are subject to change without notice. Optimize Chiropractic, LLC is not responsible for errors in pricing or product descriptions. Refunds and exchanges will be handled in accordance with the applicable refund and exchange policies in effect at the time of your Transaction.

For current rates or additional information on any product or service, please email debi@optimizemy.health.

Social Media and Online Communities

Optimize Chiropractic, LLC may offer you opportunities to share content on third-party social media platforms, including but not limited to Facebook, Instagram, LinkedIn, Twitter (X), YouTube, or other similar sites (collectively, “Social Media Sites”). We may also offer online community features, such as discussion boards, chats, or other forums hosted either on our Site or through these Social Media Sites.

For example, we may invite you to use your social media handle and tag your posts (“Tagged Content”) with specific hashtags we provide from time to time, making them eligible for potential use on our Site or other marketing channels. By posting Tagged Content with our provided hashtags, you agree that your activity is governed by these Terms, in addition to the applicable terms and conditions of the Social Media Site you are using. You are responsible for following all such rules, being respectful of others’ privacy, and refraining from posting photos or information about others without their express consent.

If you choose to participate in any Optimize Chiropractic, LLC online community, discussion board, or forum, you agree that:

All content you submit is provided voluntarily, without expectation of compensation, and is non-confidential.

You grant Optimize Chiropractic, LLC a perpetual, worldwide, royalty-free, transferable, and sub-licensable license to use, copy, distribute, modify, create derivative works from, and display your content and Tagged Content in any form or format.

You further agree that you will not:

- Post, transmit, or link to any content that is libelous, defamatory, false, obscene, indecent, lewd, violent, abusive, threatening, harassing, discriminatory, political in nature, or constitutes hate speech.
- Post, upload, or transmit materials unless you own the copyright or have permission to distribute them, and you must cite the original source.
- Violate, plagiarize, or infringe upon the rights of others, including copyright, trademark, trade secret, privacy, publicity, moral, or proprietary rights.
- Post or upload any material containing viruses, malware, or harmful code.
- Solicit others, advertise products or services, distribute chain messages, mass mailings, or gather email addresses for unsolicited bulk messages.

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- f) Assume that materials posted in public or “chat” areas of the Site are secure—other users may copy, share, or use them without restriction.
- g) Share personal financial information, home addresses, phone numbers, or other sensitive information.
- h) Post content that violates any law or regulation.
- i) Impersonate any person or misrepresent your identity.
- j) Post content that does not truthfully reflect your own experience.

Optimize Chiropractic, LLC reserves the right to terminate or restrict your participation in any of our online communities or forums, including access through the Site, at our discretion.

Selection and Removal of Tagged Content

Optimize Chiropractic, LLC may review Tagged Content and, at our discretion, select certain content for posting on our Site. We make no guarantee that your Tagged Content will be published.

You remain fully responsible for your Tagged Content, including ensuring its compliance with these Terms, any applicable terms of the Social Media Site where it was posted, and all applicable laws.

If your Tagged Content appears on our Site and you wish to have it removed, you may either:

Mark it as “private” in your Social Media Site account, or
Email us at debi@optimizemy.health with a removal request.

Monitoring

We are under no obligation to monitor any related websites, chats, discussion boards, forums, or other materials posted or transmitted by you or any third party to our Site or related platforms.

However, you acknowledge and agree that we have the right (but not the obligation) to:

- Monitor the Site, discussion boards, chats, and any content you or others post or transmit.
- Alter, edit, or remove any such materials, including postings to chats or discussion boards, at our discretion.
- Disclose such materials and related transmission details to third parties as necessary to operate the Site, protect ourselves, our sponsors, clients, and visitors, and to comply with legal obligations or government requests.

Copyright Notice

This Site is owned and operated by Optimize Chiropractic, LLC. The entire contents, design, and layout of the Site are protected by U.S. and international copyright laws. All rights to the Site and its materials are owned by Optimize Chiropractic, LLC, licensed to us, or used with permission.

We and our licensors retain and reserve all proprietary rights in the content and materials on this Site. No material may be copied, reproduced, modified, republished, uploaded, posted, transmitted, or distributed without our prior written permission, except as expressly permitted under these Terms.

Use of Site Materials

You may not copy, republish, upload, post, display, transmit, or frame any materials from this Site without prior written consent from Optimize Chiropractic, LLC.

You may link to, view, download, use, display, and print a single copy of materials found on this Site only for personal, non-commercial, and informational purposes, provided that:

- You do not alter or modify the materials in any way.
- You include all applicable copyright, trademark, and other notices and disclaimers.
- You do not use the materials in a way that implies an association with Optimize Chiropractic, LLC or any affiliated entity without prior written consent.

Terms and Conditions

PLEASE REVIEW IT CAREFULLY.

All such copies must include, at a minimum, the following copyright notice:

“Copyright © [current year] Optimize Chiropractic, LLC. All rights reserved.”

Any other use of this Site or the information contained within it is strictly prohibited. Optimize Chiropractic, LLC may terminate this license at any time, for any reason. If you breach any of these terms, your license terminates immediately, automatically, and without notice. Upon termination of this license, you must stop using the Site and its content, and return or destroy all copies—physical or electronic—of the content in your possession or control.

Copyright Infringement – DMCA Notice

The Digital Millennium Copyright Act (“DMCA”) provides remedies for copyright holders who believe in good faith that material appearing on the Internet infringes their rights.

If you believe in good faith that content or material on this Site infringes a valid copyright you own, you (or your authorized agent) may send us a written notice requesting that the material be removed or access to it be blocked.

DMCA notices should be sent to:

Optimize Chiropractic, LLC

Attn: Copyright Agent

Email: debi@optimizemy.health

Address: 670 Shepard Lane Suite 103 Farmington, Utah

Your notice must include all of the following information:

- a) A physical or electronic signature of the person authorized to act on behalf of the copyright owner.
- b) Identification of the copyrighted work claimed to have been infringed.
- c) Identification of the material claimed to be infringing or subject to infringing activity, with enough detail to locate it on the Site.
- d) Your name, mailing address, telephone number, and email address.
- e) A statement that you have a good faith belief that the use of the material is not authorized by the copyright owner, its agent, or the law.
- f) A statement that the information in the notice is accurate, and under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send a counter-notice.

All notices and counter-notices must comply with the statutory requirements of the DMCA.

Trademark Notice

The Optimize Chiropractic, LLC name, logo, and all related product and service names, design marks, and slogans are trademarks or service marks of Optimize Chiropractic, LLC. All rights are reserved.

You are not authorized to use any Optimize Chiropractic, LLC name, logo, or mark in any advertisement, publicity, or other commercial manner without our prior written consent.

All other trademarks appearing on the Site are the property of their respective owners and are used with permission or as allowed by law.

Security

We use technical and organizational measures designed to protect your personal information from accidental loss, unauthorized access, use, alteration, or disclosure.

However, no method of transmission over the Internet or method of electronic storage is completely secure, and we cannot guarantee that unauthorized third parties will never bypass these measures or misuse your personal information.

You acknowledge and agree that you provide your personal information to Optimize Chiropractic, LLC at your own risk.

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Part Two: Additional Legal Terms

Representations and Warranties

You represent and warrant to Optimize Chiropractic, LLC that:

- (a) You are at least eighteen (18) years of age.
- (b) Your use of this Site will comply with these Terms and all applicable laws.

No Warranties

USE OF THIS SITE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SITE AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

No advice or information, whether oral or written, obtained by you from Optimize Chiropractic, LLC or through this Site shall create any warranty not expressly stated herein. Without limiting the foregoing, Optimize Chiropractic, LLC, its service providers, licensors, and their respective subsidiaries, affiliates, agents, directors, and employees do not warrant that:

- The content is accurate, reliable, or complete.
- The Site will meet your requirements.
- The Site will be available at any particular time or location, uninterrupted or secure.
- Any defects or errors will be corrected.
- The Site is free of viruses or harmful components.

Any content downloaded or obtained through the Site is accessed at your own risk, and you are solely responsible for any damage to your devices, loss of data, or other harm that results.

Optimize Chiropractic, LLC does not warrant, endorse, guarantee, or assume responsibility for any product or service offered by a third party through this Site, any linked website, or any advertising. We will not be a party to, or in any way monitor, any transaction between you and a third-party provider.

Indemnity

By visiting this Site, you agree to indemnify, defend, and hold harmless Optimize Chiropractic, LLC, its officers, directors, employees, contractors, agents, and representatives (collectively, the "Optimize Parties") from and against all claims, liabilities, damages, judgments, settlements, losses, costs, taxes, penalties, interest, and expenses (including reasonable attorneys' fees) arising out of or related to:

- Your use of this Site or Services.
- Your violation of these Terms.
- Any infringement or misappropriation of third-party rights (including intellectual property).
- Any harmful, unlawful, or inaccurate content submitted by you.

This includes, without limitation, claims for defamation, violation of privacy or publicity rights, copyright or trademark infringement, economic losses, lost profits, damage to data or systems, and any reliance damages.

Limitation of Liability and Damages

Your sole remedy for dissatisfaction with the Site or Services is to stop using them. Under no circumstances shall any of the Optimize Parties be liable for any damages of any kind resulting from your use or inability to use the Site or materials, including:

- Direct, indirect, incidental, special, consequential, reliance, exemplary, or punitive damages.
- Personal injury or wrongful death.
- Lost profits or lost data.
- Business interruption.

These limitations apply regardless of the legal theory (warranty, contract, tort, strict liability, or otherwise) and even if we were advised of the possibility of such damages.

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Disputes – Mediation Required

If any dispute, controversy, or claim arises from or relates to your use of this Site, your relationship with Optimize Chiropractic, LLC, or these Terms (“Dispute”), you agree to first attempt to resolve the matter through mediation for at least 180 days before initiating arbitration or litigation.

To initiate mediation, you must send a written notice to:

Optimize Chiropractic, LLC
Attn: Legal Department
670 Shepard Ln STE 103, Farmington, Utah
Email: debi@optimizemy.health

Both parties will mutually agree upon the selection of a mediator, and the mediation will take place in Davis County, Utah. The party initiating mediation will be solely responsible for paying mediator fees, any meeting room expenses, and travel costs. Each party will pay its own attorney fees.

Failure to mediate as required constitutes a knowing, voluntary, and complete waiver of any related claims.

Disputes – Binding Individual Arbitration

If mediation does not resolve a Dispute within 180 days from the date the written mediation request was delivered, and either party elects to pursue the unresolved claims, you and Optimize Chiropractic, LLC agree to submit all Disputes to binding individual arbitration.

To initiate arbitration, you must send a written demand for arbitration to the address and in the manner specified in the Mediation section above.

Arbitration is generally less formal than a lawsuit in court and is designed to resolve disputes more quickly. Instead of a judge or jury, the case will be decided by a neutral arbitrator, who has the authority to award the same damages and relief that a court can.

Important Limitations:

- All arbitration will be conducted on an individual basis only.
- Class arbitrations, class actions, private attorney general actions, and consolidation of arbitrations are not permitted.
- You waive the right to a jury trial and to participate in any class or representative action against Optimize Chiropractic, LLC.

If any part of this arbitration agreement is found unenforceable, that specific provision will be severed, but the remainder will remain in force. In no case will there be class arbitration.

All arbitrations will be administered by the American Arbitration Association in accordance with its applicable arbitration rules, with a single arbitrator appointed. The Federal Arbitration Act (9 U.S.C. §§ 1–16) fully applies. Any arbitration hearing will take place in Davis County, Utah.

Special Consumer Option:

If you are an individual whose transaction with us was for personal, family, or household use, you may choose to bring your claim in your local small-claims court instead of arbitration.

Costs and Fees:

- The party initiating arbitration will be solely responsible for paying the arbitrator’s fees, room costs, and travel expenses.
- Each party will bear its own attorney fees unless applicable law entitles the prevailing party to recover fees.
- If you prevail on a claim that entitles you to attorney fees, the arbitrator may award them to you.
- Optimize Chiropractic, LLC will not seek attorney fees from you unless the arbitrator determines that your claim was frivolous.
- The arbitrator’s decision will be final and binding and may be entered as a judgment in any court of competent jurisdiction.

Scope of Agreement:

For purposes of this arbitration provision, “you” and “Optimize Chiropractic, LLC” include each party’s subsidiaries, affiliates, agents, employees, predecessors, successors, and assigns.

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Judicial Proceedings:

Subject to the arbitration terms above, any judicial proceedings (other than consumer small-claims cases) must be brought exclusively in the state courts located in Davis County, Utah, or the United States District Court for the District of Utah. You consent to this exclusive jurisdiction and venue.

If you want, I can now go back to the Mediation section we rewrote earlier and update its location references to also say "Davis County, Utah" so the two clauses are 100% consistent. That will make the dispute resolution portion of your Terms airtight.

Jurisdiction

Information provided on the Optimize Chiropractic, LLC Site is not directed toward users in any specific locality, nor is it intended to constitute doing business in any jurisdiction outside the State of Utah. This Site is operated by Optimize Chiropractic, LLC and does not constitute contact with any jurisdiction outside the State of Utah.

Use of this Site is prohibited in any jurisdiction whose laws would void this Agreement in whole or in part, or in which accessing the Site is illegal. Users in such jurisdictions access and use the Site entirely at their own risk.

For purposes of this Agreement, essential provisions include, without limitation, the exclusive venue requirements, exclusive remedy provisions, and warranty disclaimers.

This Agreement is entered into and performed in the State of Utah, United States of America. It is governed by and will be construed in accordance with the laws of the State of Utah, without regard to its conflict of law principles.

Requests for Information

If you contact Optimize Chiropractic, LLC to request information about our programs or services, we will use your email or mailing address to provide the information you requested. You agree that we may use and share the information you provide in accordance with our Online Privacy Policy and HIPAA Notice of Privacy Practices.

Limitation on Time to Initiate a Dispute

Unless otherwise required by law, any action or proceeding by you related to a Dispute must be commenced within one (1) year after the cause of action accrues.

Links to Other Websites

The Optimize Chiropractic, LLC Site may contain links to third-party websites as a convenience to you. The inclusion of any link does not constitute or imply endorsement, approval, or recommendation by Optimize Chiropractic, LLC. You access such third-party sites at your own risk, and these sites are not governed by our Terms of Use.

We expressly disclaim all liability for the content, security, and practices of any third-party website. When you use a link to leave our Site, our Online Privacy Policy and HIPAA Notice of Privacy Practices no longer apply. Your browsing and interactions on any other website are subject to that website's own terms, conditions, and privacy policies.

Downloadable Files and Email

Optimize Chiropractic, LLC cannot and does not guarantee or warrant that any email or file available for download from our Site will be free of viruses, malware, or other harmful code that may damage your computer system or data.

You are solely responsible for:

- Implementing adequate protective measures and security protocols.
- Maintaining the accuracy of your data.
- Backing up data or otherwise ensuring that you can recover any lost information.

Optimize Chiropractic, LLC assumes no responsibility or risk for damage to your computer system, loss of data, or other harm related to your use of our Site or Services.

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Part Three: SMS Terms of Service

About Optimize Chiropractic Alerts

Optimize Chiropractic Alerts (the “Service”) are text messages that may include promotions, special offers, health tips, appointment reminders, and related updates from Optimize Chiropractic, LLC.

How to Sign Up

You can sign up for Optimize Chiropractic Alerts by providing your mobile number in our office, on our website, or through designated online forms. By submitting your mobile number (“Your Mobile Number”), you consent to receive recurring SMS text messages from Optimize Chiropractic, LLC.

By signing up, you can expect to receive approximately four (4) automated text messages per month. No purchase is necessary to participate. The Service is valid only in the United States.

Billing/Pricing

All Optimize Chiropractic Alerts are complimentary, but message and data rates may apply depending on your wireless plan. By enrolling, you certify that you are 18 years of age or older and that:

- (a) you are the account holder, or
- (b) you have the account holder’s permission to sign up.

Opt Out

To stop receiving Optimize Chiropractic Alerts, simply reply STOP to any message, or contact us directly by phone at [Insert Office Phone Number] or email debi@optimizemy.health. After opting out, you will receive a confirmation message, and no further text messages will be sent to Your Mobile Number unless you re-enroll.

Opting Back In

You may re-subscribe at any time by signing up again through the same process described above.

Participating Carriers

The Service is supported by most major U.S. wireless carriers, including AT&T, U.S. Cellular, Verizon Wireless, T-Mobile, and others. Not all devices or plans are compatible. Optimize Chiropractic, LLC and participating carriers are not responsible for delayed or undelivered messages.

Help

For help, reply HELP to any message, call us at 385-363-5200, or email debi@optimizemy.health.

Privacy Policy

Your participation in the Service is subject to our Online Privacy Policy and HIPAA Notice of Privacy Practices.

Definitions

“You” – the individual who signs up for or uses the Service.

“We,” “our,” “us,” – Optimize Chiropractic, LLC and any third-party vendors providing SMS delivery on our behalf.

“Service” – the Optimize Chiropractic Alerts messages, applications, or content delivered to you.

Acceptance by You

By using the Service, you agree to these Terms. If you do not agree, you must stop using the Service and opt out as described above. We may update these Terms at any time, and such changes will be effective upon posting on our website or via text message notification. Continued use of the Service constitutes acceptance of the updated Terms.

Service Description and Message Frequency

The Service provides recurring promotional and informational text messages. We anticipate sending approximately four (4) messages per month.

Commands:

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STOP – Opt out of receiving messages.

HELP – Receive instructions on subscribing, unsubscribing, and contacting us.

Contact Information Accuracy

You represent that you are the subscriber or regular user of Your Mobile Number and will not use the Service to send messages to others without consent. You agree to promptly notify us if you change, disconnect, or relinquish Your Mobile Number.

Dispute Resolution for SMS Service

We aim to resolve all concerns promptly. If you have an issue related to the Service, contact us first at 385-363-5200 or email debi@optimizemy.health.

If we cannot resolve the issue, the following applies:

Mandatory, Individual Arbitration

You and Optimize Chiropractic, LLC agree that any dispute, controversy, or claim arising out of or relating to the Service or these SMS Terms will be resolved by final and binding individual arbitration or, where applicable, in small-claims court.

This agreement to arbitrate is intended to be broadly interpreted and includes claims under the Telephone Consumer Protection Act (TCPA) and all other federal, state, or local statutes. The Federal Arbitration Act (9 U.S.C. §§ 1–16) governs this agreement.

Arbitration will be administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. The arbitrator must honor these Terms and may award any relief permitted by law.

No Class Actions: You agree to resolve disputes on an individual basis only. Class arbitrations, class actions, representative actions, and consolidation of claims are prohibited.

Costs: Each party is responsible for its own attorney, expert, and witness fees, unless otherwise required by law. Optimize Chiropractic, LLC will pay arbitration administrative or filing fees for claims under \$75,000, unless deemed frivolous by the arbitrator.

Location: Unless you and we agree otherwise in writing, arbitration will occur in Davis County, Utah.

This arbitration provision does not prevent you from bringing a matter to a government agency authorized to seek relief on your behalf.

Additional Terms & Conditions for All Optimize Chiropractic SMS Text Programs

Disclaimer of Warranties

TO THE FULLEST EXTENT PERMITTED BY LAW, Optimize Chiropractic, LLC MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE SERVICE, ANY APPLICATIONS, OR ANY CONTENT YOU RECEIVE FROM US. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

The Service, as offered to the public, may contain inaccuracies, errors, or may not function as anticipated. We are not responsible for circumstances beyond our control, including (but not limited to) acts or omissions of others, atmospheric or environmental conditions, interruptions in carrier networks, or acts of God.

We do not guarantee an error-free Service and will not be liable for delays in receiving SMS messages, as delivery depends on effective transmission by your network provider.

Limitation of Liability

To the fullest extent permitted by law, Optimize Chiropractic, LLC is not responsible for, and will not be liable for, any damages of any nature arising out of or related to your participation in the Service. This includes, without limitation:

Incidental, special, or consequential damages (including lost profits or lost business opportunities)

Punitive damages

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Attorneys' fees

Applicable Law

Except as otherwise provided in these Terms, your use of the Service is governed by, and will be construed in accordance with, the laws of the State of Utah, without regard to conflict of law principles.

Notice for California Users

If you are a California resident and have a question or complaint regarding the Services provided by Optimize Chiropractic, LLC, please contact us to obtain further information or to resolve your complaint:

Optimize Chiropractic, LLC
670 Shepard Lane Suite 103 Farmington, Utah
Phone: 385-363-5200
Email: debi@optimizemy.health

You may also contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs by telephone at (800) 952-5210 or TDD (800) 326-2297, or in writing at:

Department of Consumer Affairs
Consumer Information Division
1625 North Market Blvd., Suite N 112
Sacramento, CA 95834

Other Provisions

Except as expressly stated in these Terms, these Terms constitute the complete and exclusive statement of the agreement between you and Optimize Chiropractic, LLC, describing the entire liability of Optimize Chiropractic, LLC and its vendors or suppliers, and your exclusive remedy with respect to your access to and use of this Site.

If there is a conflict between these Terms and any other agreement or policy of Optimize Chiropractic, LLC, these Terms shall prevail for matters covered herein.

If any provision of these Terms is found invalid or unenforceable under applicable law, it shall be modified and interpreted to achieve the original intent of the provision to the greatest extent possible under the law. The remaining provisions will continue in full force and effect.

Headings are for convenience only and do not affect interpretation. These Terms do not limit any rights that Optimize Chiropractic, LLC may have under trade secret, copyright, patent, or other intellectual property laws.

Failure to enforce any provision of these Terms shall not constitute a waiver of that provision. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of that term or any other term.

Assignment

You may not assign any of your rights or obligations under this Agreement without the prior written consent of Optimize Chiropractic, LLC. We may assign all or part of this Agreement without notice to you.

Survival

Any section of this Agreement that, by its nature, is intended to survive termination or expiration (including indemnification, limitation of liability, and dispute resolution provisions) will survive.

Waiver

No waiver of any provision of this Agreement will be deemed a continuing waiver or a waiver of any other provision.

Notices

We may provide notices to you via email, telephone, mail, or any other method we deem appropriate.

Severability



OPTIMIZE
CHIROPRACTIC

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If any provision of this Agreement is held unenforceable by a court of competent jurisdiction, that provision will be limited or removed to the minimum extent necessary, and the remainder of the Agreement will remain in full force and effect.

Entire Agreement; Amendment

This Agreement constitutes the entire agreement between you and Optimize Chiropractic, LLC with respect to its subject matter. It may only be modified as described in these Terms.

Conflicting Terms

If anything on this Site is inconsistent or in conflict with these Terms, these Terms shall control.

Contact Information

For any questions or concerns regarding these Terms, please contact:

Optimize Chiropractic, LLC
670 Shepard Lane Suite 103 Farmington, Utah
Phone: 385-363-5200
Email: debi@optimizemy.health