

Medical Disclaimer – Effective November 2019

Tiffany Bloomingdale is not a licensed Medical Doctor (MD). She is a licensed Naturopathic Doctor (ND) in the state of Vermont and practices as a virtual health consultant. She works with clients worldwide. Any reference to the practice of Naturopathic Medicine does not apply to her practice as a virtual health consultant. Information on this website www.drtyffanybloomingdale.com (the “Site”) is provided for general educational purposes only and is not intended to constitute:

- i. Medical advice or counseling.
- ii. The practice of medicine (including psychiatry, psychology, psychotherapy or the provision of health care diagnosis or treatment).
- iii. The creation of a physician-patient or clinical relationship.
- iv. An endorsement or sponsorship of any third-party product or service.

Recommended products (i.e. those referenced on the Site in blog posts or via social media postings) are not intended to diagnose, treat, cure or prevent any diseases. If you have or suspect that you have a medical problem, contact your health care provider promptly. These statements have not been evaluated by the Food and Drug Administration. Do not use information on the Site for diagnosing or treating a health problem or disease. Always speak with your physician or other healthcare professional before using any treatment for a health problem (including medications as well as nutritional, herbal or other supplements and homeopathic remedies). Do not disregard professional medical advice or delay seeking professional medical advice because of something you have read on this website. Content (including recommended products) on the Site is intended to provide Site users with conversation topics within their established clinical relationships (i.e. with their physician). Though content on the Site is in good faith and we only recommend the highest quality products and services from vendors and practitioners we know and trust, we always encourage you to perform due diligence before purchasing goods or services from anyone via the internet.

Privacy Policy - Effective November 2019

The following Privacy Policy governs the online information collection practices of Tiffany Bloomingdale, ND (“COMPANY,” “we” or “us”). Specifically, it outlines the types of information that we gather about you while you are using this website www.drtyffanybloomingdale.com (the “Site”) and the ways in which we use this information. This privacy statement, including our children’s privacy statement, does not apply to any information you may provide to us or that we may collect offline and/or through other means (i.e. at a live event, via telephone or through the mail).

By visiting and using the Site, you agree that your use of our Site, and any dispute over privacy, is governed by this Privacy Policy. Because the internet is an evolving medium, we may need to change our Privacy Policy at some point in the future, in which case we will post the changes to this Privacy Policy on the Site and update the Effective Date of the policy to reflect the changes. By continuing to use the site after we post any such changes, you accept the Privacy Policy as modified.

How We Collect and Use Information

We may collect and store personal or other information that you voluntarily supply to us online while using the Site (this includes in responding via email to a feature provided on the Site). We only contact individuals who have signed up to receive our messaging, attended one of our events or have purchased one of our services. The Site collects personally identifying information from our users during registration for receiving blog posts updates via email as well as via email correspondence in response to feature provided on the Site (i.e. requesting prospective client information or requesting service via email). Generally, this information includes name, email address and phone number. Postal address and credit card information will be collected offline and stored in ChARM EHR, a HIPAA compliant electronic health records system. All of this information is provided to us by you.

We also collect and store information that is generated automatically as you navigate online through the Site. For example, we may collect information about your computer’s connection to the Internet, which allows us, among other things, to improve the delivery of our web pages to you and to measure traffic on the Site. We also may use a standard feature found in browser software called a “cookie” to enhance your experience on the Site. Cookies are small files that your web browser places on your hard drive for record-keeping purposes. By showing how and when visitors use the Site, cookies helps us deliver advertisements, identify how many unique users visit us, and track user trends and patterns. They also prevent you from having to re-enter your preferences on certain areas of the Site where you may have entered preference information before. The Site also may use web beacons (single-pixel graphic files also known as “transparent GIFs”) to access cookies and to count users who visit the Site or open HTML-formatted email messages.

We may use the information we collect from you while you are using the Site in a variety of ways, including using the information to customize features; advertising that appears on the Site; and, making other offers available to you via email, direct mail or otherwise. We will not provide your information to third parties, such as service providers, contractors and third-party publishers and advertisers for any purposes. Information collected from and about you while you are using the Site will not be disclosed to enable a third party to provide you with information about products and services.

Please keep in mind that whenever you voluntarily make your personal information available for viewing by third parties online - for example on message boards, web logs, blog comment sections or in chat areas - that information can be seen, collected and used by others besides us. We cannot be responsible for any unauthorized third-party use of such information.

The Site does not have third-party advertisers and ad services that place and present advertising on the Site. The Site includes links to other websites and provides access to products and services offered by third parties, whose privacy policies we do not control. When you access another website or purchase third-party products or services through the Site, use of any information you provide is governed by the privacy policy of the operator of the site you are visiting or the provider of such products or services.

We do not have relationships with third-party providers at this time.

Be aware that we may occasionally release information about our visitors when release is appropriate to comply with law or to protect the rights, property or safety of users of the Site or the public.

Google Analytics and Facebook

We do not use Google Analytics Advertiser Features in our business. We do not use Facebook advertisements in our business.

General Data Privacy Regulation (GDPR)

The GDPR took effect on May 25, 2018 and is intended to protect the data of European Union (EU) citizens. As a company that markets its site, content and/or services online we do not specifically target our marketing to the EU or conduct business in or to the EU in any meaningful way. If the data that you provide to us in the course of your use of our site, content, products and/or services is governed by GDPR, we will abide by the relevant portions of the Regulation.

If you are a resident of the European Economic Area (EEA), or are accessing this site from within the EEA, you may have the right to request: access to, correction of, deletion of, portability of, and restriction or objection to processing of, your personal data, from us. This includes the "right to be forgotten." To make these requests, please contact: tiffanybloomingdalend@gmail.com

Children's Privacy Statement

This children's privacy statement explains our practices with respect to the online collection and use of personal information from children under the age of eighteen and provides important information regarding their rights under federal law with respect to such information.

This Site is not directed to children under the age of eighteen and we do not knowingly collect personally identifiable information from children under the age of eighteen as part of this Site.

We screen users who wish to provide personal information in order to prevent users under the age of eighteen from providing such information. If we become aware that we have inadvertently received personally identifying information from a user under the age of eighteen as part of the Site, we will delete such information from our records. If we change our practices in the future, we will obtain prior, verifiable parental consent before collecting any personally identifiable information from children under eighteen as part of the Site.

Because we do not collect any personally identifiable information from children under the age of eighteen as part of the Site, we also do not knowingly distribute such information to third parties. Additionally, we do not condition the participation of a child under eighteen in the Site's online activities on providing personally identifiable information.

We do not knowingly allow children under the age of eighteen to publicly post or otherwise distribute personally identifiable contact information through the Site.

HIPAA Privacy Rule

The US Department of Health and Human Services provides: "The HIPAA Privacy Rule establishes national standards to protect individuals' medical records and other personal health information and applies to health plans, health care

clearinghouses, and those health care providers that conduct certain health care transactions electronically. The Rule requires appropriate safeguards to protect the privacy of personal health information, and sets limits and conditions on the uses and disclosures that may be made of such information without patient authorization. The Rule also gives patients rights over their health information, including rights to examine and obtain a copy of their health records, and to request corrections.”

You acknowledge that our operation of the Site does not constitute the practice of medicine and specifically does not create a doctor-patient relationship between you and TIFFANY BLOOMINGDALE (the “Doctor”). The information provided on the Site is for educational purposes only.

Notwithstanding the fact that the Site does not create a doctor-patient relationship between you and DOCTOR, our preservation of your personal health information shall be HIPAA compliant. For purposes of this Privacy Policy, “patients” are those individuals who have secured the virtual services of DOCTOR. If you are a patient of DOCTOR, you will be provided with a copy of DOCTOR’s HIPAA Privacy Statement, which governs the information collection practices of patients’ personal information by DOCTOR.

California Online Privacy Protection Act

CalOPPA is the first state law in the nation to require commercial websites and online services to post a privacy policy. The law’s reach stretches well beyond California to require a person or company in the United States (and conceivably the world) that operates websites collecting personally identifiable information from California consumers to post a conspicuous privacy policy on its website stating exactly the information being collected and those individuals with whom it is being shared, and to comply with this policy. – See more at: <http://consumercal.org/california-online-privacy-protection-act-caloppa/#sthash.0FdRbT51.dpuf>

According to CalOPPA we agree to the following:

- Users can visit our site anonymously.
- Once this privacy policy is created, we will add a link to it on our home page or as a minimum on the first significant page after entering our website.
- Our Privacy Policy link includes the word ‘Privacy’ and can be easily be found on the page specified above.
- Users will be notified of any privacy policy changes: On our Privacy Policy Page.
- Users are able to change their personal information: By emailing us.

How We Store Your Information

Your information is stored at the list server that delivers the Site content and messaging. Your information can only be accessed by those who help manage those lists in order to deliver email to those who would like to receive the Site material.

All of the messaging or emails that are sent to you by the Site include an unsubscribe link in them. You can remove yourself at any time from our mailing list by clicking on the unsubscribe link that can be found in every communication we send you. If you have any questions or concerns about this, please email tiffanybloomindalend@gmail.com.

Disclaimer

Although it is highly unlikely, this policy may be changed at any time at our direction. If we should update this policy, we will post the updates to this page on our Website.

If you have any questions or concerns regarding our privacy policy, please direct them to: tiffanybloomindalend@gmail.com.

Terms of Service – Effective November 2019

General

This website (the “Site”) is owned and operated by Tiffany Bloomingdale, ND (“COMPANY,” “we” or “us”). By using the Site, you agree to be bound by these Terms of Service and to use the Site in accordance with these Terms of Service, our Privacy Policy and any additional terms and conditions that may apply to specific sections of the Site or to products

and services available through the Site or from COMPANY. Accessing the Site, in any manner, whether automated or otherwise, constitutes use of the Site and your agreement to be bound by these Terms of Service.

We reserve the right to change these Terms of Service or to impose new conditions on use of the Site, from time to time, in which case we will post the revised Terms of Service on this website. By continuing to use the Site after we post any such changes, you accept the Terms of Service, as modified.

Intellectual Property Rights

The Site is provided solely for your personal noncommercial use. You may not use the Site or the materials available on the Site in a manner that constitutes an infringement of our rights or that has not been authorized by us. More specifically, unless explicitly authorized in these Terms of Service or by the owner of the materials, you may not modify, copy, reproduce, republish, upload, post, transmit, translate, sell, create derivative works, exploit, or distribute in any manner or medium (including by email or other electronic means) any material from the Site. You may, however, from time to time, download and/or print one copy of individual pages of the Site for your personal, non-commercial use, provided that you appropriately reference us.

By posting or submitting any material (including, without limitation, comments, blog entries, Facebook postings, photos and videos) to us via the Site, internet groups, social media venues, or to any of our staff via email, text or otherwise, you are representing: (i) that you are the owner of the material, or are making your posting or submission with the express consent of the owner of the material; and (ii) that you are eighteen years of age or older. In addition, when you submit, email, text or deliver or post any material, you are granting us, and anyone authorized by us, a royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide license to use, copy, modify, transmit, sell, exploit, create derivative works from, distribute, and/or publicly perform or display such material, in whole or in part, in any manner or medium, now known or hereafter developed, for any purpose. The foregoing grant shall include the right to exploit any proprietary rights in such posting or submission, including, but not limited to, rights under copyright, trademark, service mark or patent laws under any relevant jurisdiction. Also, in connection with the exercise of such rights, you grant us, and anyone authorized by us, the right to identify you as the author of any of your postings or submissions by name, email address or screen name, as we deem appropriate.

You acknowledge and agree that any contributions originally created by you for us shall be deemed a "work made for hire" when the work performed is within the scope of the definition of a work made for hire in Section 101 of the United States Copyright Law, as amended. As such, the copyrights in those works shall belong to COMPANY from their creation. Thus, COMPANY shall be deemed the author and exclusive owner thereof and shall have the right to exploit any or all of the results and proceeds in any and all media, now known or hereafter devised, throughout the universe, in perpetuity, in all languages, as COMPANY determines. In the event that any of the results and proceeds of your submissions hereunder are not deemed a "work made for hire" under Section 101 of the Copyright Act, as amended, you hereby, without additional compensation, irrevocably assign, convey and transfer to COMPANY all proprietary rights, including without limitation, all copyrights and trademarks throughout the universe, in perpetuity in every medium, whether now known or hereafter devised, to such material and any and all right, title and interest in and to all such proprietary rights in every medium, whether now known or hereafter devised, throughout the universe, in perpetuity. Any posted material which are reproductions of prior works by you shall be co-owned by us.

You acknowledge that COMPANY has the right but not the obligation to use and display any postings or contributions of any kind and that COMPANY may elect to cease the use and display of any such materials (or any portion thereof), at any time for any reason whatsoever.

Limitations on Linking and Framing: You may establish a hypertext link to the Site so long as the link does not state or imply any sponsorship of your site by us or by the Site. However, you may not, without our prior written permission, frame or inline link any of the content of the Site, or incorporate into another website or other service any of our material, content or intellectual property.

Disclaimers

Throughout the Site, we may provide links and pointers to Internet sites maintained by third parties. Our linking to such third-party sites does not imply an endorsement or sponsorship of such sites, or the information, products or services offered on or through the sites. In addition, neither we nor affiliates operate or control in any respect any information, products or services that third parties may provide on or through the Site or on websites linked to by us on the Site.

If applicable, any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers, are those of the respective authors or distributors, and not COMPANY. Neither COMPANY nor any third-party provider of information guarantees the accuracy, completeness, or usefulness of any content. Furthermore, COMPANY neither endorses nor is responsible for the accuracy and reliability

of any opinion, advice, or statement made on any of the Sites by anyone other than an authorized COMPANY representative while acting in his/her official capacity.

THE INFORMATION, PRODUCTS AND SERVICES OFFERED ON OR THROUGH THE SITE AND BY COMPANY AND ANY THIRD-PARTY SITES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE SITE OR ANY OF ITS FUNCTIONS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY PART OF THIS SITE, INCLUDING BULLETIN BOARDS, OR THE SERVERS THAT MAKE IT AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SITE OR MATERIALS ON THIS SITE OR ON THIRD-PARTY SITES IN TERMS OF THEIR CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY OR OTHERWISE.

You agree at all times to defend, indemnify and hold harmless COMPANY its affiliates, their successors, transferees, assignees and licensees and their respective parent and subsidiary companies, agents, associates, officers, directors, shareholders and employees of each from and against any and all claims, causes of action, damages, liabilities, costs and expenses, including legal fees and expenses, arising out of or related to your breach of any obligation, warranty, representation or covenant set forth herein.

Online Commerce

Certain sections of the Site may allow you to purchase many different types of products and services online that are provided by third parties. We are not responsible for the quality, accuracy, timeliness, reliability or any other aspect of these products and services. If you make a purchase from a merchant on the Site or on a site linked to by the Site, the information obtained during your visit to that merchant's online store or site, and the information that you give as part of the transaction, such as your credit card number and contact information, may be collected by both the merchant and us. A merchant may have privacy and data collection practices that are different from ours. We have no responsibility or liability for these independent policies. In addition, when you purchase products or services on or through the Site, you may be subject to additional terms and conditions that specifically apply to your purchase or use of such products or services. For more information regarding a merchant, its online store, its privacy policies, and/or any additional terms and conditions that may apply, visit that merchant's website and click on its information links or contact the merchant directly. You release us and our affiliates from any damages that you incur, and agree not to assert any claims against us or them, arising from your purchase or use of any products or services made available by third parties through the Site.

Your participation, correspondence or business dealings with any third party found on or through our Site, regarding payment and delivery of specific goods and services, and any other terms, conditions, representations or warranties associated with such dealings, are solely between you and such third party. You agree that COMPANY shall not be responsible or liable for any loss, damage, or other matters of any sort incurred as the result of such dealings.

You agree to be financially responsible for all purchases made by you or someone acting on your behalf through the Site. You agree to use the Site and to purchase services or products through the Site for legitimate, non-commercial purposes only. You also agree not to make any purchases for speculative, false or fraudulent purposes or for the purpose of anticipating demand for a particular product or service. You agree to only purchase goods or services for yourself or for another person for whom you are legally permitted to do so. When making a purchase for a third party that requires you to submit the third party's personal information to us or a merchant, you represent that you have obtained the express consent of such third party to provide such third party's personal information.

Interactive Features

This Site may include a variety of features, such as bulletin boards, web logs, chat rooms, and email services, which allow feedback to us and real-time interaction between users, and other features which allow users to communicate with others. Responsibility for what is posted on bulletin boards, web logs, chat rooms, and other public posting areas on the Site, or sent via any email services on the Site, lies with each user - you alone are responsible for the material you post or send. We do not control the messages, information or files that you or others may provide through the Site. It is a condition of your use of the Site that you do not:

- Restrict or inhibit any other user from using and enjoying the Site.
- Use the Site to impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity.
- Interfere with or disrupt any servers or networks used to provide the Site or its features, or disobey any requirements, procedures, policies or regulations of the networks we use to provide the Site.

- Use the Site to instigate or encourage others to commit illegal activities or cause injury or property damage to any person.
- Gain unauthorized access to the Site, or any account, computer system, or network connected to this Site, by means such as hacking, password mining or other illicit means.
- Obtain or attempt to obtain any materials or information through any means not intentionally made available through this Site.
- Use the Site to post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law.
- Use the Site to post or transmit any information, software or other material that violates or infringes upon the rights of others, including material that is an invasion of privacy or publicity rights or that is protected by copyright, trademark or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or rights holder.
- Use the Site to post or transmit any information, software or other material that contains a virus or other harmful component.
- Use the Site to post, transmit or in any way exploit any information, software or other material for commercial purposes, or that contains advertising.
- Use the Site to advertise or solicit to anyone to buy or sell products or services, or to make donations of any kind, without our express written approval.
- Gather for marketing purposes any email addresses or other personal information that has been posted by other users of the Site.

COMPANY may host message boards, chats and other private/public forums on its Sites and on other platforms. Any user failing to comply with the terms and conditions of this Agreement may be expelled from and refused continued access to, the message boards, groups, chats or other such forums in the future. COMPANY or its designated agents may remove or alter any user-created content at any time for any reason. Message boards, chats and other public forums are intended to serve as discussion centers for users and subscribers. Information and content posted within these public forums may be provided by COMPANY staff, COMPANY's outside contributors, or by users not connected with COMPANY, some of whom may employ anonymous user names. COMPANY expressly disclaims all responsibility and endorsement and makes no representation as to the validity of any opinion, advice, information or statement made or displayed in these forums by third parties, nor are we responsible for any errors or omissions in such postings, or for hyperlinks embedded in any messages. Under no circumstances will we, our affiliates, suppliers or agents be liable for any loss or damage caused by your reliance on information obtained through these forums. The opinions expressed in these forums are solely the opinions of the participants, and do not reflect the opinions of COMPANY or any of its subsidiaries or affiliates.

COMPANY has no obligation whatsoever to monitor any of the content or postings on the message boards, chat rooms or other public forums on the Sites. However, you acknowledge and agree that we have the absolute right to monitor the same at our sole discretion. In addition, we reserve the right to alter, edit, refuse to post or remove any postings or content, in whole or in part, for any reason and to disclose such materials and the circumstances surrounding their transmission to any third party in order to satisfy any applicable law, regulation, legal process or governmental request and to protect ourselves, our clients, sponsors, users and visitors.

Registration

To access certain features of the Site, we may ask you to provide certain demographic information including your gender, year of birth, zip code and country. In addition, if you elect to sign-up for a particular feature of the Site, such as chat rooms, web logs, or bulletin boards, you may also be asked to register with us on the form provided and such registration may require you to provide personally identifiable information such as your name and email address. You agree to provide true, accurate, current and complete information about yourself as prompted by the Site's registration form. If we have reasonable grounds to suspect that such information is untrue, inaccurate, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof). Our use of any personally identifiable information you provide to us as part of the registration process is governed by the terms of our Privacy Policy.

Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL WE, OUR SUBSIDIARY AND PARENT COMPANIES OR AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE SITE, INCLUDING OUR MESSAGING, BLOGS, COMMENTS OF OTHERS, BOOKS, EMAILS, PRODUCTS, OR SERVICES, OR THIRD-PARTY MATERIALS, PRODUCTS, OR SERVICES MADE AVAILABLE THROUGH THE SITE OR BY US IN ANY WAY, EVEN IF WE ARE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. (BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, OUR LIABILITY AND THE LIABILITY OF OUR SUBSIDIARY AND PARENT COMPANIES OR AFFILIATES IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.) YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT WE

ARE NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER. IF YOU ARE DISSATISFIED WITH THE SITE, ANY MATERIALS, PRODUCTS, OR SERVICES ON THE SITE, OR WITH ANY OF THE SITE'S TERMS AND CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE AND THE PRODUCTS, SERVICES AND/OR MATERIALS.

THIS SITE IS CONTINUALLY UNDER DEVELOPMENT AND COMPANY MAKES NO WARRANTY OF ANY KIND, IMPLIED OR EXPRESS, AS TO ITS ACCURACY, COMPLETENESS OR APPROPRIATENESS FOR ANY PURPOSE.

WITH REGARDS TO CONTENT RELATING TO HEALTH & WELLNESS ON THE SITE: THIS SITE OFFERS HEALTH, WELLNESS, FITNESS AND NUTRITIONAL INFORMATION AND IS DESIGNED FOR EDUCATIONAL PURPOSES ONLY. YOU SHOULD NOT RELY ON THIS INFORMATION AS A SUBSTITUTE FOR, NOR DOES IT REPLACE, PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. IF YOU HAVE ANY CONCERNS OR QUESTIONS ABOUT YOUR HEALTH, YOU SHOULD ALWAYS CONSULT WITH A PHYSICIAN OR OTHER HEALTH-CARE PROFESSIONAL. DO NOT DISREGARD, AVOID OR DELAY OBTAINING MEDICAL OR HEALTH RELATED ADVICE FROM YOUR HEALTH-CARE PROFESSIONAL BECAUSE OF SOMETHING YOU MAY HAVE READ ON THIS SITE. THE USE OF ANY INFORMATION PROVIDED ON THIS SITE IS SOLELY AT YOUR OWN RISK.

NOTHING STATED OR POSTED ON THIS SITE OR AVAILABLE THROUGH ANY SERVICES ARE INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, THE PRACTICE OF MEDICAL OR COUNSELING CARE. FOR PURPOSES OF THIS AGREEMENT, THE PRACTICE OF MEDICINE AND COUNSELING INCLUDES, WITHOUT LIMITATION, PSYCHIATRY, PSYCHOLOGY, PSYCHOTHERAPY, OR PROVIDING HEALTH CARE TREATMENT, INSTRUCTIONS, DIAGNOSIS, PROGNOSIS OR ADVICE.

Termination

We may cancel or terminate your right to use the Site or any part of the Site at any time without notice. In the event of cancellation or termination, you are no longer authorized to access the part of the Site affected by such cancellation or termination. The restrictions imposed on you with respect to material downloaded from the Site, and the disclaimers and limitations of liabilities set forth in these Terms of Service, shall survive.

Refund Policy

Your purchase of a product or service or ticket to an event may or may not qualify for any refund. Each specific product, service, event or course will specify its own refund policy.

Other

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under the U.S. copyright law. If you believe in good faith that materials hosted by COMPANY infringe your copyright, you, or your agent may send to COMPANY a notice requesting that the material be removed or access to it be blocked. Any notification by a copyright owner or a person authorized to act on its behalf that fails to comply with requirements of the DMCA shall not be considered sufficient notice and shall not be deemed to confer upon COMPANY's actual knowledge of facts or circumstances from which infringing material or acts are evident. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send to COMPANY a counter-notice. All notices and counter notices must meet the then current statutory requirements imposed by the DMCA; see <http://www.loc.gov/copyright> for details. COMPANY's Copyright Agent for notice of claims of copyright infringement or counter notices can be reached as follows: tiffanybloomingdalend@gmail.com.

This Agreement shall be binding upon and inure to the benefit of COMPANY and our respective assigns, successors, heirs, and legal representatives. Neither this Agreement nor any rights hereunder may be assigned without the prior written consent of COMPANY. Notwithstanding the foregoing, all rights and obligations under this Agreement may be freely assigned by COMPANY to any affiliated entity or any of its wholly owned subsidiaries.

Dispute Resolution

These Terms of Use shall be governed by and construed in accordance with the laws of the State of Massachusetts and any dispute shall be subject to binding arbitration in Marlborough, Massachusetts. If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

Class Action Waiver

You may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations aren't allowed.

The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, consolidated action or private attorney general action) unless all relevant parties specifically agree to do so following initiation of the arbitration.

Severability

If any clause within this Provision (other than the Class Action Waiver clause above) is found to be illegal or unenforceable, that clause will be severed from this Provision, and the remainder of this Provision will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, this entire Provision will be unenforceable and the dispute will be decided by a court.