

OC Lymphatics Terms of Use

These Terms of Use are entered into by and between you and Christina Shin (d/b/a **OC Lymphatics**) (“we” or “us”).

These Terms of Service govern your access to and use of our Site including, without limitation, all content such as text, information, images, video and audio (collectively, “Content”) and all services (“Services”) made available to you through the OC Lymphatics website, www.oclymphatics.com (this website and the Content and Services are collectively referred to herein as the “Site”), by us and/or third parties. We may at times ask you to review and accept supplemental terms that apply to your interaction with a specific product or service.

By using or accessing the Site or the Services you agree to these Terms, BY USING THIS SITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS AS UPDATED FROM TIME TO TIME, AND REPRESENT THAT YOU ARE OVER THE AGE OF 18 AND ABLE TO FORM LEGALLY BINDING CONTRACTS. If you do not want to agree to these Terms, you must not access or use the Site or book any Services.

These Terms state that any disputes between you and us must be resolved in small claims court.

1. Services. Through the Site we are providing you with information about products and services offered including lymphatic drainage sessions and any other services offered on our then current “Pricing” page on the Site, along with (a) the ability to schedule, modify and/or cancel appointments and (b) provide information to and complete forms regarding lymphatic drainage and sessions.

2. Medical Disclaimer. The Content and Services available through this Site is for informational and educational purposes only and is not a substitute for the professional judgment of a health care professional in diagnosing and treating patients. We do not give medical advice, nor do we provide medical or diagnostic services. Additionally, the use of the Content and Services obtained through this Site does not establish a physician-patient relationship. Your reliance upon Content and Services obtained by you from us is solely at your own risk. Always seek the advice of a physician or other qualified health provider with any questions you may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have seen or read on this Site.

Neither we nor our Content or Service providers assume any liability or responsibility for damage or injury (including death) to you, other persons or property arising from the Services, or any use of any product, information, idea or instruction contained on this Site.

3. Limited Liability. Please read this section carefully, as it limits our liability. By accepting these Terms of Service and/or by booking or receiving any Services provided by us, you acknowledge and agree:

(a) You understand that manual lymphatic drainage is provided for improvement of lymphatic flow, edema and/or fibrosis management, relaxation, inflammation reduction, to promote immune responses, and to enhance general well-being.

(b) If you experience pain or discomfort during the session, you will immediately inform your therapist so that pressure/strokes can be adjusted to your level of comfort. You will not hold us responsible for any pain or discomfort you experience during or after the session.

(c) You understand that the Services offered are not a substitute for medical care. You understand that we are not qualified to perform procedures involving external excretion of bodily fluids (i.e. seroma aspiration or incisional drainage), spinal or skeletal adjustments, or to diagnose, prescribe, or treat physical or mental illness.

(d) You have notified us of all known medical conditions and injuries.

(e) You agree to inform the therapist of any changes in your health and medical condition. You understand that there shall be no liability us should you forget to do so.

(f) You understand that manual lymphatic drainage is entirely therapeutic and non-sexual in nature.

(g) YOU HEREBY RELEASE AND FOREVER DISCHARGE US FROM ANY AND ALL LIABILITY RELATING TO THE SERVICES OR CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF US, INCLUDING WITHOUT LIMITATION DEATH, BODILY INJURY, ILLNESS (INCLUDING INFECTIOUS ILLNESSES SUCH AS COVID-19), ECONOMIC LOSS OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY.

(h) You expressly waive the protections of Section 1542 of the California Civil Code, and expressly waive any rights and benefits arising thereunder. Section 1542 of the California Civil Code provides:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

4. Payment and Rescheduling Policy Fees. Fees are charged for use of the Services on the Site as set forth on the Site. You are responsible for payment at the time of booking Services or on the day when you receive the Services. If you must cancel an appointment, please do so at least 24 hours in advance. Within 5 business days of receipt of

notification from you regarding your cancellation, if such notification is received at least 24 hours prior to the scheduled Services, you will be refunded any amount paid for the scheduled Services. If you fail to cancel an appointment at least 24 hours in advance of the appointment, we reserve the right to charge up to the full price of the scheduled Services.

5. Image Release. You consent for photographs and/or video images to be taken of me by us and understand the images will be a part of your client record and may be used for purposes of medical teaching or training or for marketing purposes (website, print, digital or social media). If you do not consent to use of results photographs for marketing purposes, please let us know and we will promptly remove the image.

6. Account Registration. To access some features of the Site, you may be required to register for an account. When you register for an account, we may ask you to give us certain identifying information about yourself, including your email address and other contact information, and to create a username and password (“Registration Information”). When registering for and maintaining an account, you agree to provide true, accurate, and current information about yourself. You also agree not to impersonate anyone, misrepresent any affiliation with anyone, use false information, or otherwise conceal your identity from us for any purpose.

You are solely responsible for maintaining the confidentiality and security of your password and other Registration Information. For your protection and the protection of other users, we ask you not to share your Registration Information with anyone else. If you do share this information with anyone, we will consider their activities to have been authorized by you. If you have reason to believe that your account is no longer secure, you must immediately notify us at **oclymphatics@gmail.com**.

We have the right to disable any account, username, password, or other identifier, whether chosen by you or provided by us, at any time, in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms.

- 7. Prohibited Site Conduct.** You agree not to:
- A. Use the Site for any illegal purpose, or in violation of any local, state, national, or international law;
 - B. Violate or encourage others to violate our rights or the rights of third parties, including intellectual property rights;
 - C. Interfere in any way with security-related features of the Site;
 - D. Access, monitor or copy any content or information of the Site using any robot, spider, scraper, or other automated means or any manual process for any purpose without our express written permission;

- E. Perform any fraudulent activity, including impersonating any person or entity, claiming false affiliations, accessing the accounts of other users without permission, or falsifying your identity or any information about you, including age or date of birth; or
- F. Sell or otherwise transfer the access granted herein.

8. Third Party Content. The Site may contain links to third party websites and services. We provide such links as a convenience, and do not control or endorse these websites and services. You acknowledge and agree that we have not reviewed the content, advertising, products, services, or other materials that appear on such third party websites or services, and are not responsible for the legality, accuracy, or appropriateness of any such content, and shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of any such third party websites or services.

9. Intellectual Property. This Site and its entire contents and features (including all information, software, text, images, video, audio and the design) are owned by us, our licensors, or other providers of such material and are protected by applicable United States and international copyright, trademark, patent, trade secret and other intellectual property laws. No materials from the Site may be copied, reproduced, republished, uploaded, posted, publicly displayed or performed, downloaded, transmitted, or distributed in any way without our express permission, except as may be required for you to access and view the Site.

You may not access or use this Site for any commercial purposes, modify copies of any materials from this Site, or delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this Site. Any use of this Site not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark and other laws. We intend to vigorously enforce our rights, including our intellectual property rights. You acknowledge and agree that you relinquish all ownership rights in any ideas or suggestions that you submit to us through this Site.

Our name, our logo, and all related names, logos, product and service names, designs, and slogans are trademarks of us or our affiliates or licensors. You must not use such marks without our prior written permission.

10. Reliance on Information Posted. The information presented on or through the Site is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such information by you or any other visitor to the Site, or by anyone who may be informed of any of the Site's contents.

11. Termination. If you violate these Terms, your permission to use our Site will automatically terminate. In addition, we, in our sole discretion, may suspend or terminate your user account and/or suspend or terminate some or all of your access to the Site at any time, with or without notice to you. You may terminate your account at any time by contacting us at oclymphatics@gmail.com or (949)866-3570. After your account is terminated, information and

content previously provided by you will no longer be accessible through your account, but we may continue to store such information and content, and it may also be stored by third parties to whom it has been transferred through your use of the Site.

12. Modification of the Terms. We reserve the right at any time to modify these Terms and to impose new or additional terms or conditions on your use of our Site. Such modifications and additional terms and conditions will be effective immediately upon notice. We will make reasonable efforts to notify you of any material changes to the Terms, including by posting a notice to our Site or by sending an email to any address you may have provided to us. Your continued use of the Services following notice will be deemed acceptance of any modifications to the Terms.

13. Disclaimers of Warranties. OUR SITE, SERVICES AND CONTENT IS PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. Although we seek to maintain safe, secure, accurate, and well-functioning services, we cannot guarantee the continuous operation of or access to our Site, and there may at times be inadvertent technical or factual errors or inaccuracies. YOUR USE OF THE SITE SERVICES AND CONTENT IS AT YOUR OWN RISK. We specifically (but without limitation) disclaim (i) any implied warranties of merchantability, fitness for a particular purpose, quiet enjoyment, or non-infringement; and (ii) any warranties arising out of course-of-dealing, usage, or trade. You assume all risk for any damages that may result from your use of or access to our Site. We do not guarantee the accuracy of, and disclaim all liability for, any errors or other inaccuracies in the information, content, recommendations, and materials made available through our Site.

14. Limitation of Liability. IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, DIRECT, INDIRECT, OR PUNITIVE DAMAGES (INCLUDING PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE), WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE. Some jurisdictions do not allow the disclaimer of warranties or limitation of liability in certain circumstances. Accordingly, some of the above limitations or the disclaimer of warranties in Section 11 may not apply to you.

15. Indemnification. You agree that you will be personally responsible for your use of our Site, and you agree to defend, indemnify, and hold us, our officers, directors, employees, consultants, affiliates, subsidiaries, and agents, harmless from and against any and all claims, liabilities, damages, losses, and expenses (including attorneys’ and accounting fees and costs), arising out of or in any way connected with (i) your access to, use of, or alleged use of our Site; (ii) your violation of the Terms or any applicable law or regulation; (iii) your violation of any third party right, including any intellectual property right, publicity, confidentiality, property, or other privacy right; or (iv) any disputes or issues between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter

otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.

16. Governing Law. These Terms are governed by the laws of the State of California, without regard to conflict of law principles. Subject to Section 16 which provides that disputes are to be resolved in small claims court, to the extent that any lawsuit or court proceeding is permitted hereunder, you and we agree to submit to the exclusive personal jurisdiction of the state courts and federal courts located within Orange County, California, for the purpose of litigating all such disputes.

17. Geographic Restrictions. We provide this Site for use only by persons located in the United States. We make no claims that the Site or any of its content is accessible or appropriate outside of the United States. Access to the Site may not be legal by certain persons or in certain countries. If you access the Site from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

18. Dispute Resolution. In the interest of resolving disputes between you and us in the most expedient and cost effective manner, you and we agree to resolve disputes in small claims court if a claim is within such court's jurisdiction, provided that such action may not be transferred, removed or appealed to a different court. Notwithstanding any of the above, you agree that either party may seek injunctive or other equitable relief in any state or federal court having jurisdiction to grant such relief in the event of actual or threatened infringement or misappropriation of intellectual property rights. You hereby expressly waive a trial by jury. You hereby agree not to participate in a class action for any claims covered by this agreement. This provision shall survive the termination of this agreement.

19. Modification of the Site. We reserve the right to modify or discontinue, temporarily or permanently, some or all of the Site at any time without any notice or further obligation to you. You agree that we will not be liable to you or to any third party for any modification, suspension, or discontinuance of any of the Site.

20. General.

- A. Entire Agreement. These Terms, together with the Privacy Notice, constitute the entire and exclusive understanding and agreement between you and us regarding your use of and access to the Site, and except as expressly permitted above, may only be amended by a written agreement signed by authorized representatives of the parties.
- B. No Waiver. The failure to require performance of any provision shall not affect our right to require performance at any time thereafter, nor shall a waiver of any breach or default of the Terms constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
- C. Paragraph Headers. Use of paragraph headers in the Terms is for convenience only and shall not have any impact on the interpretation of particular provisions.

D. Severability. In the event that any part of the Terms is held to be invalid or unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remaining parts will remain in full force and effect.

21. Notice to California Residents. Under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the service or to receive further information regarding use of the service.

Last updated: [May 1, 2022]

OC Lymphatics Privacy Policy

Last Updated **May 1, 2022**

Christina Shin D/B/A OC Lymphatics (“**Company**”) collects and uses personal information in order to provide its products and services. This Privacy Policy describes the information we collect, the purposes for which we use it, the parties with whom we may share it, and your choices with respect to such information. To the extent permitted by applicable law, your use of **Company**’s products and services constitutes your acknowledgment and/or consent to the practices described in this Policy.

This Privacy Policy is subject to the OC Lymphatics’ Terms of Use (the “**Terms**”). Capitalized terms that are not defined in the Privacy Policy have the meaning given to them in the **Terms**.

I. The information that we collect:

Company collects personal information:

a. When you provide it to us.

This may include your:

- name
- contact information, such as your email address and phone number
- home address
- credit card information
- age or date of birth
- brief medical history
- any other information that you provide to us when you complete forms, including on our website, surveys, or otherwise provide us with information

b. When you use our products or services, or visit our website(s).

This may include your:

- order and usage history
- transaction information
- location data, which we may collect through our website (if applicable) or when you access our website using a mobile device
- information created when you communicate using our products or services, including the content of such communications and the time/date of the communications.
- information automatically collected when you visit our website(s) using your computer or mobile device, including your IP address or other device address or ID, web browser and/or

device type, hardware and software settings and configurations, the web pages or sites that you visit just before or just after visiting the Site, the pages you view on the Site, your actions on the Site, and the dates and times that you visit, access, or use the Site.

This may also include information collected via one or more “cookies” when you visit our website(s). Cookies are small text files that are stored on browsers or devices by websites, apps, online media, and advertisements. We use cookies and similar technologies for purposes such as remembering user preferences and settings, determining the popularity of content, delivering and measuring the effectiveness of advertising campaigns, and analyzing traffic to our website. You may be able to decline our cookies through your browser settings; however, this may interfere with your ability to use our website or certain features in our website.

II. How we use the information we collect:

Company uses the personal information that we collect:

a. To provide our products and services.

For example, we use personal information to:

- create/update your account
- process appointments
- process payments
- generate and send you receipts
- perform necessary operations to maintain our services, including to troubleshoot software bugs and operational problems; to conduct data analysis, testing, and research; and to monitor and analyze usage and activity trends.
- communicate with you regarding our products and services, and/or your account

b. Customer support

Company uses the information we collect to provide customer support, which may include investigating and responding to complaints.

c. Marketing

Company may use personal data to market our services to our users. This includes sending users communications about our products services, features, promotions, updates, and events. We may do so through various methods, including email, text messages, social media, and ads on third party platforms.

d. Legal proceedings and requirements

We may use personal data to investigate or address claims or disputes relating to use of **Company's** services, to satisfy requirements under applicable laws, regulations, or operating licenses or agreements, or pursuant to legal process or governmental request, including from law enforcement.

III. When we share your information

We may share your information with third parties in connection with providing our products or services. This may include sharing your information with:

- vendors and service providers
- payment processors and facilitators
- cloud storage providers
- social media companies, such as Facebook or Instagram, in connection with our use of their platforms to communicate with our users
- marketing partners and marketing platform providers, including social media advertising services, advertising networks, third-party data providers, and other service providers to reach or better understand our users and measure advertising effectiveness
- Google Analytics or a similar service to help us analyze how users use our website

Company may also share your information if we believe it's required by applicable law, regulation, operating license or agreement, legal process or government request, or where the disclosure is otherwise appropriate due to safety or similar concerns. **Company** may also share your information with others in connection with, or during negotiations of, any merger, sale of **Company** assets, consolidation or restructuring, financing, or acquisition of all or a portion of our business by or into another **Company**.

IV. Additional information

a. Opt-out from communications

As explained above, we may use your e-mail address or other personal information send you promotional materials. You can opt-out of receiving promotional communications by following links provided in the messages, by updating your account preferences through the Services, or by contacting us directly at [oclymphatics@gmail.com].

b. Data retention

We retain information as long as it is reasonably necessary to provide our products and services, and for other purposes including to comply with the law, prevent fraud, collect any fees owed, resolve disputes, troubleshoot problems, assist with any investigation, or enforce our Terms or other agreements.

c. Visitors from Outside the United States

Company operates in the United States, and any personal information collected pursuant to this Privacy Policy may be accessed from and/or stored by **Company**, or those acting on **Company**'s behalf, in the United States. If you use **Company**'s products and services from outside the United

States, you acknowledge that your personal information may be transferred to or accessed from the United States, and consent to such transfer or access.

d. Requests and inquiries

To submit a request relating to your personal information, or other inquiries regarding the information in this Privacy Policy, please contact us by e-mail at [oclymphatics@gmail.com].

e. Updates to this Privacy Policy

We may update or make other changes to this Privacy Policy from time to time. We recommend revisiting this page periodically to make sure that you have the most recent information regarding our collection and use of your personal information. To the extent permitted under applicable law, we will understand your use of our website, products or services after an update to this Privacy Policy to reflect your consent to the practices described in this Privacy Policy.