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1. THIS SITE IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT PROVIDE LEGAL ADVICE

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You expressly understand that the use of Services DOES NOT constitute or create an attorney/client relationship or for that matter, a privileged and/or confidential relationship of any kind.

BY USING THIS WEBSITE AND SERVICES, INCLUDING LISTENING TO A WEBINAR OR TRAINING ON THIS WEBSITE, YOU ACKNOWLEDGE THAT YOU ARE SOLELY AND PERSONALLY RESPONSIBLE FOR YOUR ACTIONS. YOU ACKNOWLEDGE THAT BY RELYING ON THE INFORMATION CONTAINED IN THIS WEBSITE AND THE ASSOCIATED SERVICES, YOU DO SO AT YOUR OWN RISK AND ABSOLVE HILL PHYSICIAN CONSULTING LLC D/B/A GUARD MY PRACTICE OF ALL LIABILITY AND LOSS THAT MAY ARISE BY YOUR IMPLEMENTATION OF THE ADVICE AND/OR SUGGESTIONS PROVIDED BY THIS WEBSITE AND SERVICES.

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By using our Services, you represent and warrant that:

- There exists no law, judgment, or edict by the authorities of any State or Country which bars you from using our services;
- You have not been previously blocked by us from registration and are not registering a new account under a new name, without our explicit permission
- You are at least the age of 18 (or applicable age in your country)

You agree that you will not:

- Violate any and all applicable laws, including without restriction, privacy laws, intellectual property laws, anti-spam laws, and regulatory requirements;
- Use the Services in a way that damages or disrupts the Services and/or our Services computer systems and networks
- Harass, frighten, defame, or otherwise abuse and mistreat any person on our Platforms or our staff;
- Access and use another user's account;
- Use our Services to commit fraud
- Violate the terms of the license granted to you by Guard My Practice
- Disclose private or proprietary information that you do not have permission to disclose;
- Copy, change, distribute, or develop any derivative works from, any Member Content or Our Content, or any copyrighted material, images, trademarks, trade names, service marks, or other intellectual property, content or proprietary information accessible through our Platform and/or services without Guard My Practice's prior written consent;
- Make use of technical tools, including crawlers and site search/retrieve applications to access and mine data found and used on our Platforms and services.
- Damage our Platforms by injecting viruses and other harmful code into our Platforms;
- Reverse engineer, modify, decompile or otherwise deconstruct any portion of our Services, or enable others to do so;
- Use or develop any third-party applications that interface with our Services or Content or information without our explicit and written consent;
- Access, utilize, or publish the Guard My Practice application programming system without our explicit written consent;
- Use our Services for any harmful, illegal, or disreputable purpose

3. CONTENT AND NO REFUNDS FOR ONLINE TRAINING PURCHASES

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5. SERVICES ARE STRICTLY EDUCATIONAL

Services may include but are not limited to educational seminars concerning operational issues in a healthcare practice or for an individual doctor. These educational sessions ARE NOT INTENDED TO SERVE AS LEGAL ADVICE AND CANNOT BE USED AS A SUBSTITUTE FOR PROFESSIONAL LEGAL ADVICE. THE INSTRUCTOR IS NOT PROVIDING LEGAL SERVICES. Webinars through this website may be conducted through technological channels including, but not limited to, Zoom, Instagram video, or Facetime which may or may not be secure networks.

6. REFUNDS

All purchases are nonrefundable. At its sole discretion, Guard My Practice may provide User with a credit to be used for an additional product/service sold on the Website.

7. ACCOUNT TERMINATION

You may cancel your account with us at any time. In order to terminate your account, simply access the "Settings" page within your profile and follow the instructions to cancel your membership. HOWEVER, IF YOU WISH TO CANCEL YOUR SERVICES, THE CANCELLATION WILL OCCUR AT THE END OF A PARTICULAR BILLING CYCLE, WHETHER IT BE A MONTHLY OR ANNUAL CYCLE.

If your account is terminated by you or by Guard My Practice for any reason, voluntarily or involuntarily, these Terms continue to remain enforceable between you and Guard My Practice. If Guard My Practice chooses to terminate your account due to a violation of the terms set forth in this agreement, you will not be refunded any of your spent monies.

8. DISCLAIMER

Guard My Practice PROVIDES OUR SERVICES ON AN “AS IS” BASIS AND TO THE EXTENT PERMITTED BY APPLICABLE TEXAS LAW, GRANTS NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO OUR SERVICES (INCLUDING ALL CONTENT CONTAINED THEREIN). WE DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Guard My Practice DOES NOT REPRESENT OR WARRANT THAT (A) OUR SERVICES WILL ALWAYS BE AVAILABLE, SECURE, OR ERROR-FREE, (B) ANY DEFECTS OR ERRORS IN OUR SERVICES WILL BE FIXED, OR (C) THAT ANY CONTENT YOU OBTAIN ON OR THROUGH OUR SERVICES WILL BE ACCURATE. Guard My Practice MAKES NO GUARANTEES AS TO THE NUMBER OF ACTIVE USERS AT ANY TIME; YOUR ABILITY TO CONNECT AND COMMUNICATE WITH OUR.

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NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO US FOR THE SERVICE DURING THE TERM OF YOUR MEMBERSHIP OR SUBSCRIPTION TO THE MAXIMUM EXTENT PERMITTED BY LAW.

YOU FURTHER UNDERSTAND THAT YOUR SAFETY IS ENTIRELY UP TO YOU AND YOU ARE ULTIMATELY RESPONSIBLE FOR YOUR OWN SAFETY WHEN MEETING OTHER USERS ON THE PLATFORMS AND IN PERSON. YOU UNDERSTAND THAT WE WILL NOT BE LIABLE FOR PHYSICAL DAMAGES, BODILY INJURY OR EMOTIONAL DISTRESS, DAMAGES ARISING OUT OF THE USE OF THIS SERVICE.

9. ADS AND THIRD-PARTY CONTENT

Guard My Practice services and platforms may display advertisements and promotions provided by third parties, which may or may not link to the third parties’ respective websites and/or resources. It is possible that the third parties’ websites and resources are not properly functioning at the time of their display on our Platforms. We are not responsible for the availability of these websites or their content. Moreover, Guard My Practice is not liable for, and does not necessarily support the goods or services provided directly by third-party websites or resources. In the event that you decided to engage with the third parties, which you interfaced with through our Services, the third party’s terms will govern their relationship with you. Guard My Practice is not responsible or liable for such third parties’ terms or actions.

10. LIMITATION OF LIABILITY

Guard My Practice's liability is limited to the maximum extent by applicable law.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL Guard My Practice ITS EMPLOYEES, AFFILIATES, LICENSORS, OR SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (I) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES, (II) THE BEHAVIOR OR MATERIAL OR CONTENT OF OTHER USERS OR THIRD PARTIES ON, THROUGH, OR FOLLOWING USE OF THE SERVICES; OR (III) IMPERMISSIBLE ACCESS, USE, OR MODIFICATION OF YOUR CONTENT, EVEN UNDER THE CIRCUMSTANCE WHERE Guard My Practice HAS BEEN NOTIFIED OF THE PROSPECT OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES WILL Guard My Practice AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS PERTAINING TO THE SERVICES EXCEED THE AMOUNT PAID, IF ANY, BY YOU TO FOR THE SERVICES WHILE YOU HAVE AN ACCOUNT.

THE LIMITATION OF LIABILITY PROVISIONS SET FORTH IN THIS SECTION 9 SHALL APPLY EVEN IF YOUR REMEDIES UNDER THIS AGREEMENT FAIL WITH RESPECT TO THEIR ESSENTIAL PURPOSE.

CERTAIN JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, AND THEREFORE, SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION MAY NOT BE RELEVANT TO YOU.

11. DISPUTE RESOLUTION

It is possible that we will have a legal dispute and the following information pertains to how the dispute will be resolved. You hereby agree to not file in state or federal court but instead be bound to mediation, the fees split evenly among the parties, and if that does not resolve the issue binding arbitration in the State of Texas using the rules outlined by the American Arbitration Association and Texas law will apply.

12. ACCEPTANCE OF TERMS

It is understood that by engaging and utilizing our Services, irrespective of the technological device which allows you to use our services, you agree to be bound by (i) these Terms, which we may alter and update from time to time, (ii) our Privacy Policy.

All pronouns and any variations thereof shall be understood to refer to the masculine, feminine, neuter, singular or plural as the identity of the entities or persons referred to any require. The capitalization of a word shall be deemed to have the same meaning as the uncapped version of that word.

13. ENTIRE AGREEMENT

The entirety of your agreement with Guard My Practice concerning your use of our Services is encompassed by these Terms, the Privacy Policy, Cookie Policy, and any Additional Terms Upon Purchase, all of which supersede any prior agreements or representations between us, oral or written. If it is determined that any clause or provision of these Terms is unenforceable for being either illegal or invalid, the remainder of the Terms shall continue in full force and effect. In the event that the Company shall fail to implement or enforce any right or provision of these Terms, such a failure shall not constitute a waiver of such right or provision. By using our Services, you give your consent to the fact that your account is non-transferable and all of your rights to your account and its content immediately end upon your death, unless otherwise provided by law. You may not transfer or assign any rights and licenses granted hereunder. We may, however, at our discretion assign these rights as we see fit and restriction. By using our Services, you agree that no agency, partnership, joint venture, fiduciary or other special relationship or employment is created as a result of these Terms, and you may not make any representations on behalf of or bind Guard My Practice in any capacity.