

# WEBSITE DISCLAIMER

Last Updated and Effective as of January 24, 2022

**Please read this Disclaimer carefully before you start to use [www.dr维多利亚chan.com](http://www.dr维多利亚chan.com) (the “Website”). By visiting this Website, you accept and agree to be bound and abide by the terms of this Disclaimer, whether or not you have read it.**

This Website is owned and operated by Dr. Victoria Chan, ND (“**Dr. Victoria Chan**”, “**we**,” “**our**,” or “**us**”). This Disclaimer, along with the Terms & Conditions and Privacy Policy of the Website, governs your access to and use of the Website, including any functionality, content, products or services offered on or through the Website. The term “**you**” refers to the user or viewer of the Website.

**By visiting, using, viewing, or accessing the Website or using, viewing, accessing or purchasing any of its content, products or services, or otherwise signing up to receive any of Dr. Victoria Chan’s emails, newsletter, social media posts and or any other content or services, or by purchasing any products from the Website if that option is offered, you accept and agree to be bound by and abide by this Disclaimer. If you do not want to agree to this Disclaimer, our Terms & Conditions or our Privacy Policy, you must not access, view or use the Website.**

## Changes to Disclaimer

We reserve our right to change, modify or update this Disclaimer at any time in our sole discretion, in which case we’ll update the Effective Date of the Disclaimer located at the top of this Disclaimer page to reflect the date of the changes. All changes are effective immediately when we post them and apply to all access to and use of the Website and its contents, products and services thereafter. By continuing to use the Website after we post any such changes, you accept and agree to be bound by the Disclaimer as modified, so please check this Disclaimer from time to time to be aware of any modifications.

## Information on Website for Educational And Informational Purposes Only and Not Medical, Health or Professional Advice

This Website has been created to provide information about Dr. Victoria Chan’s naturopathic medicine services; however, any information found on this Website is for educational and informational purposes only and is NOT intended as, and must not be understood or construed as, medical care or advice for any person, including patients of

Dr. Victoria Chan. Nothing on this Website is intended to substitute for professional medical advice, diagnosis, or treatment. The information on the Website is for general information and education only and is not intended as, and must not be understood as, the practice of medicine, the practice of dietetics, or the practice of counseling care including, without limitation, psychiatry, psychology, psychotherapy, or providing any form of medical diagnosis, treatment, cure or prevention of any disease.

For purposes of clarification, naturopathic medical services (the “**Naturopathic Medical Services**”) are offered by Dr. Victoria Chan to individuals located in California after they register as patients of Dr. Victoria Chan. While the Website may advertise the Naturopathic Medical Services, no Naturopathic Medical Services are provided via this Website or its contents, and visiting this Website does not create a doctor-patient relationship between you and Dr. Victoria Chan.

You should not rely on the information provided in this Website as a substitute for professional medical advice, diagnosis, or treatment from a qualified healthcare provider familiar with your individual situation. Always seek the advice of your qualified health care provider with any questions you have regarding a medical condition or your health and prior to changing any medications, taking any supplements, using any treatment for a health problem, or undertaking any significant changes to your health care regimen. If you are located in California, you can reach out to Dr. Victoria Chan to learn more about becoming a patient of Dr. Victoria Chan. However, your use of the Website alone DOES NOT create a doctor-patient relationship between you and any doctor at Dr. Victoria Chan.

You are responsible for your own physical, mental and emotional well-being, decisions, choices, actions and results. Dr. Victoria Chan disclaims any liability for your reliance on any blogs, opinions or advice contained in this Website. Neither Dr. Victoria Chan nor any of her contractors, affiliates or suppliers shall be held liable or responsible for any errors or omissions on this Website or for any damage you may suffer as a result of failing to seek medical or health advice from a licensed medical or health care professional who has knowledge of the facts and circumstances of your individual situation.

Information and statements on or in this Website and its contents regarding dietary supplements have not been evaluated by the Food and Drug Administration. Products sold on or through this Website are not intended to diagnose, treat, cure or prevent any disease. Always consult your doctor or other licensed medical or health care professional before taking any medication or nutritional, herbal or homeopathic

supplement, using any treatment for any health problem, undertaking any diet, exercise or other health program, or making any medical or lifestyle changes.

## **User's Personal Responsibility and Assumption of Risk**

We have done our best to ensure that the Website and its contents are accurate and provide valuable information, but we cannot guarantee the accuracy of such information. Neither Dr. Victoria Chan nor any of her contractors, affiliates or suppliers are responsible for any errors or omissions on or in this Website or for any damage you may suffer as a result of failing to seek competent advice from a professional who is familiar with your situation.

By accessing this Website and its contents in any way you accept personal responsibility for the results of your actions. Dr. Victoria Chan is not responsible for your personal actions or choices before, during or after use of our Website. Notwithstanding any limitations by law, your use, misuse or non-use of any information on this Website is at your own risk, and you agree to take full responsibility for any harm or damage you suffer as a result of your use, misuse or non-use, of the information available on or in this Website and to absolve Dr. Victoria Chan of any liability or loss that you, your business, or your family, children or heirs (if applicable) or any other person, may incur.

Additionally, you acknowledge that when making your own decisions and taking any actions or implementing anything suggested on this Website, which is all information and education, you are using your own judgment and conducting your own due diligence and assessment of risk, and you are voluntarily making those decisions with the full awareness that there may be risk involved.

## **No Guarantees**

You agree that Dr. Victoria Chan has not made any guarantees about the results of taking any action, whether recommended on or in this Website or not. This Website provides educational and informational resources that are intended to help users of this Website succeed in health or otherwise. You nevertheless recognize that your ultimate success or failure will be the result of your own efforts, your particular situation, and innumerable other circumstances beyond the control and/or knowledge of Dr. Victoria Chan and any individuals associated with Dr. Victoria Chan.

You also recognize that prior results do not guarantee a similar outcome. Thus, the results obtained by others - whether patients of Dr. Victoria Chan or otherwise - applying the principles set out in this Website, its contents, products and/or services are no guarantee that you or any other person or entity will be able to obtain similar results.

## **Testimonials**

At various places on this Website you may find testimonials from clients and patients of services offered on or in this Website or by Dr. Victoria Chan. The testimonials are actual statements made by clients and/or patients of Dr. Victoria Chan and have been truthfully conveyed on or in this Website.

Although these testimonials are truthful statements about results obtained by these clients and/or patients, they do not guarantee or promise in any way that you might achieve the same outcome as each situation varies. You specifically recognize and agree that the testimonials are not a guarantee of results that you or anyone else will obtain by using the Website or other services Dr. Victoria Chan.

## **Errors And Omissions**

This World Wide Web is a public resource of general information that is intended, but not promised or guaranteed, to be correct, complete, and up-to-date. We have taken reasonable steps to ensure that the information contained on or in this Website is accurate, but we cannot represent that this Website and its contents are free of errors. You accept that the information contained on or in this may be erroneous and agree to conduct due diligence to verify any information obtained from this Website prior to taking any action. You expressly agree not to rely upon any information contained on or in this Website.

## **Disclosures, Third-Party Links and Affiliate Links**

Dr. Victoria Chan believes in honesty. As noted on the Website, we may receive a commission if you purchase products from our online supplement dispensary retailer Fullscript. If we link to or offer any other content, products or services for which we receive a commission, we will provide an applicable disclosure near such link or offer content.

As a policy, Dr. Victoria Chan will only affiliate with products, services, coaches, consultants, and other experts that we believe will provide value to our customers and followers. Even though we may receive compensation, we always give our honest opinions, findings, beliefs, or experiences on those topics or products. With respect to Fullscript specifically, we choose to provide this service so that we know you are receiving the highest quality products that are not contaminated and contain therapeutic levels of the ingredients they are supposed to contain from manufacturers who have gained our confidence through considerable research and experience.

While we are committed to only affiliating with products and services that we believe will provide value, we make no warranties, guarantees, or representations as to the effectiveness or safety of said products or services or to statements of such third parties. As a visitor of the Website, you recognize that it remains your personal responsibility to investigate whether any such products or services are right for your personal circumstances and whether they will benefit you. You will not rely on any recommendation, reference, or information provided by us on this Website but will instead conduct your own investigation and will rely upon your investigation to decide whether to purchase the product or service. Any product claim, statistic, quote or other representation about a product or service may have been provided to Dr. Victoria Chan by a third party and you should verify it with the manufacturer, provider or party in question before relying on it.

## **No Warranties**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WEBSITE AND ALL INFORMATION ON AND IN THE WEBSITE, AND ITS CONTENT, PRODUCTS AND SERVICES ARE PROVIDED “AS IS” AND WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

DR. VICTORIA CHAN MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ABOUT THE ACCURACY, COMPLETENESS, RELIABILITY, AVAILABILITY, TIMELINESS, SUITABILITY AND APPROPRIATENESS OF OUR WEBSITE AND ITS CONTENTS FOR ANY PURPOSE.

DR. VICTORIA CHAN MAKES NO WARRANTIES REGARDING THE PERFORMANCE OR OPERATION OF THIS WEBSITE, ITS CONTENTS, ITS PRODUCTS OR ITS SERVICES. FURTHERMORE, DR. VICTORIA CHAN MAKES NO WARRANTIES THAT THE WEBSITE OR ANY OF ITS CONTENT, PRODUCTS, SERVICES OR FUNCTIONS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY PART OF THIS WEBSITE, ITS CONTENT, ITS PRODUCTS AND ITS SERVICES OR THE SERVERS THAT MAKE IT AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE WEBSITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. THE WEBSITE, ITS CONTENTS AND ITS SERVICES ARE CONTINUALLY UNDER DEVELOPMENT. DR. VICTORIA CHAN AND/OR ITS

SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES TO THE WEBSITE, ITS CONTENTS, PRODUCTS AND ITS SERVICES AT ANY TIME.

DR. VICTORIA CHAN FURTHER MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE USE OR THE RESULTS OF THE USE OF THIS WEBSITE OR ANY OF ITS CONTENT, PRODUCTS OR SERVICES OR ON THIRD-PARTY WEBSITES IN TERMS OF THEIR CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY OR OTHERWISE.

## **Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES, SHALL DR. VICTORIA CHAN AND HER CONTRACTORS, AFFILIATES OR SUPPLIERS, BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, EQUITABLE OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOSS OF USE, DATA OR PROFITS, OR ANY OTHER DAMAGES WHATSOEVER, ARISING FROM YOUR USE OF, OR INABILITY TO USE, THIS WEBSITE OR ITS CONTENTS OR ANY WEBSITE OR CONTENT LINKED FROM THIS WEBSITE. THIS LIMITATION OF LIABILITY APPLIES TO ALL CAUSES OF ACTION, WHETHER BASED IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORIES, EVEN IF DR. VICTORIA CHAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF DR. VICTORIA CHAN AND HER CONTRACTORS, AFFILIATES AND SUPPLIERS IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT DR. VICTORIA CHAN AND HER CONTRACTORS, AFFILIATES AND SUPPLIERS ARE NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE WEBSITE, ITS CONTENT, ITS PRODUCTS OR ITS SERVICES, OR WITH ANY OF THIS DISCLAIMER, THE WEBSITE TERMS & CONDITIONS, OR THE WEBSITE PRIVACY POLICY, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEBSITE, ITS CONTENT, ITS PRODUCTS AND ITS SERVICES.

BY USING OR VIEWING THIS WEBSITE AND ITS CONTENTS, YOU AGREE TO THIS LIMITATION OF LIABILITY AND RELEASE DR. VICTORIA CHAN AND HER CONTRACTORS, AFFILIATES AND SUPPLIERS FROM ANY AND ALL CLAIMS.

## Contact Us

If you have any questions about this Disclaimer, please contact us at [hello@drvictoriachan.com](mailto:hello@drvictoriachan.com).

## WEBSITE PRIVACY POLICY

Last Updated and Effective as of February 23, 2021.

Please read this Privacy Policy carefully before you use [www.drvictoriachan.com](http://www.drvictoriachan.com) (the “**Website**”). The terms “you” or “yours” refer to the user of the Website. Your privacy is important to Dr. Victoria Chan, ND (“**Dr. Victoria Chan**,” “**we**,” “**our**,” or “**us**”) the owner of the Website. This Privacy Policy describes the types of information we may collect from you or that you may provide when you visit the Website, the ways in which we use, maintain, protect and disclose that information, and your rights with respect to such information. **By accessing or using this Website, you consent to this Privacy Policy and the data collection practices described herein, whether or not you have read it. If you do not agree to these terms, please do not access or use the Website.**

This Privacy Policy applies to information we collect on and through this Website including in any electronic messages between you and the Website. It does **not** apply to any information you may provide to us or that we may collect offline and/or through other means (for example, at a live event, via telephone, through the mail or as a patient or client of Dr. Victoria Chan). For avoidance of doubt, if you are a patient of Dr. Victoria Chan, it does **not** apply to your personal health information stored on our HIPPA-secure electronic medical record Patient Portal. Our separate HIPAA Notice of Privacy Practices that discusses how we collect and treat health information of patients of Dr. Victoria Chan is supplied to new patients of Dr. Victoria Chan upon registration as new patients. The Patient Portal is hosted on a separate server and is not part of this Website.

## Changes to our Privacy Policy

We may need to and we reserve our right to change this Privacy Policy from time to time, in which case the updated Privacy Policy will be posted on this page, and we will update the Effective Date at the top of the Privacy Policy to reflect the date of such change(s). By continuing to use the Website after we post any such changes, you accept the Privacy Policy as modified, so please check this Privacy Policy from time to time to be aware of any modifications.

## **Children's Online Privacy Protection Act**

This Website and any products and services offered herein are not intended for children under 13 years of age. No one under age 13 may provide any personal information to or on the Website. We do not knowingly collect information from anyone under 13. Dr. Victoria Chan prohibits children under the age of 13 from using all interactive portions of this Website, including leaving any comments, filling out forms, or otherwise submitting information, and we do not knowingly collect personally identifiable information from children under 13. If we learn we have collected or received any information from anyone under the age of 13, we will delete that information. If you believe we might have any information from or about a child under 13, please contact us at [hello@drvictoriachan.com](mailto:hello@drvictoriachan.com).

If you are age 12 and seeking mental health care, please call our office.

## **Information We Collect and How We Collect It**

When you access the Website, its content and its services, we will learn certain information about you during your visit. We collect this information:

- Directly from you when you provide it to us.
- Automatically as you navigate through the Website. Information collected automatically may include usage details, IP addresses and information collected through cookies, web beacons and other tracking technologies.
- From third parties, for example, our business partners.

### ***Information You Provide to Us.***

The Website provides various places for visitors to provide information. We collect information when you voluntarily sign up for our e-mail newsletter, fill out any type of form on the Website including a contact form, schedule an appointment through the Website, leave comments including on Dr. Victoria Chan's social media, purchase a product or service through our Website if that option is offered, or otherwise contact us via e-mail or an online form located on our Website. The information collected may include your name, e-mail, phone number, any comments you provide, records and copies of your correspondence such as messages together with your e-mail address and our responses, and if you make a purchase from Dr. Victoria Chan through the Website, your address, billing information, and details of purchase transactions you carry out through the Website (collectively, "personal information"). You are not required to provide any personal information to merely access or visit the Website.

If you are located in the European Economic Area (EEA), this means we are regulated under the General Data Protection Regulation which applies across the European Union (including in the United Kingdom) and we are responsible as data controller of that personal information for the purposes of those laws.

### ***Information Collected from Other Sources***

We may provide a link to our online HIPAA compliant supplement dispensary platform Fullscript on our Website or in e-mails. This Privacy Policy does not apply to the privacy practices of Fullscript as Fullscript has its own privacy policies; however, we will have access to the information you provide when you register for an account on Fullscript through a link on this Website or in our e-mails as well as the orders you place, and such information we receive will be treated in the same manner as other information you provide through this Website.

For the avoidance of doubt, if you are patient of Dr. Victoria Chan all such information you provide through Fullscript will be protected under our HIPAA privacy policy as part of your medical record. ***Furthermore, if you are not a patient of Dr. Victoria Chan and you create a free account on Fullscript, this does not create a doctor-patient relationship between you and Dr. Victoria Chan.***

### ***Information We Collect Through Automatic Data Collection Technology.***

As you visit and navigate through the Website, we may use automatic data collection technologies such as “cookies” (small files saved on your hard drive by your web browser) like Google Analytics or the Facebook ad pixel to collect certain nonpersonal information about your equipment, browsing actions and patterns. This nonpersonal information will generally include information about your location, your traffic pattern through our Website, and any communications between your computer and our Website. Among other things, we may collect data about your computer hardware and software, your Internet connection, your IP address, your operating system, your browser type, domain names, access dates and times, referring website addresses, and information about the areas of the Website you visit and search terms you use on this Website and about the links you may select from within this Website to other areas of the Internet. We also may use these technologies to collect information about your online activities over time and across third-party websites or other online services (behavioral tracking) such as the websites you visited just before and just after this Website.

Any such information collected automatically is used for statistical data and will not include personal information. We use such technologies and the information collected by them to improve the Website and our service as it enables us to analyze Website

performance, estimate our audience size, track usage patterns, save information from your previous visits about your preferences to customize your experience and speed up your searches and recognize you when you return to our Website.

If we use cookies, we will ask for your consent to allow us to use cookies. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if we use cookies and you select this setting, you may be unable to access certain parts of our Website.

We also reserve the right to use technological equivalents of cookies, including social media pixels. These pixels allow social media sites to track visitors to outside websites so as to tailor advertising messages users see while visiting that social media website. We reserve the right to use these pixels in compliance with the policies of the various social media sites.

If your browser sends a "Do Not Track" signal, only a generic cookie will be placed on your device while the Website is accessed.

To the extent that you voluntarily provide personal information to us, our systems will associate the automatically collected information with your personal information.

### ***Google Analytics***

This Website may also use Google Analytics so that we can understand and analyze the usage trends and preferences of visitors in order to improve our service and develop new features and functionalities. Google Analytics is a web analytics service offered by Google that tracks and reports website traffic. Google uses the data collected to track and monitor the use of our Website. This data is shared with other Google services. Google may use the collected data to contextualize and personalize the ads of its own advertising network. To learn more about Google Analytics and how they may collect and use your data, please visit: "How Google uses data when you use our partners' sites or apps," located at <https://policies.google.com/technologies/partner-sites>.

You can opt-out of Google Analytics by installing the Google Analytics Opt-out Browser Add-on available here: <https://tools.google.com/dlpage/gaoptout/>. The add-on prevents the Google Analytics JavaScript (ga.js, analytics.js and dc.js) from sharing information with Google Analytics about visitors activity. For more information on the privacy practices of Google, please visit the Google Privacy & Terms web page: <https://policies.google.com/privacy?hl=en>

## **How We Use Your Information**

We use information that we collect about you or that you provide to us, including any personal information, to send you e-mails when you sign up for our newsletter or request information from us, to respond to your comments and questions, to provide support to users of the Website, to provide you with information about our services, to notify you about changes to our Website, to provide you with information, products or services you request from us, to carry out our obligations and enforce our rights arising from any contracts entered into between you and us, in any other way we may describe when you provide the information, to provide us with an overview of how people are accessing and using this Website, to understand and analyze usage trends and preferences of our Website visitors and users so that we can improve our service and develop new products, services, features and functionalities, and to improve our Website performance and customer service. If you make a payment or purchase directly from Dr. Victoria Chan (not Fullscript) through this Website if that option is offered, we will also use the information that we collect to fulfill orders, deliver services and products and complete customer transactions, to process payments, and for billing and collection.

## **Email Policies and CAN-SPAM Act**

We are committed to keeping your e-mail address confidential. We do not sell, rent, or lease your personal information to third parties, and we will not disclose your e-mail address to any third parties except as allowed in the section of this Privacy Policy titled **Disclosure of Your Information: Who We Share Your Information With**. We will maintain the information you send via e-mail in accordance with applicable federal law.

In compliance with the CAN-SPAM Act, all e-mails sent from Dr. Victoria Chan will clearly state who the e-mail is from and provide clear information on how to contact the sender. In addition, all e-mail messages from us provide the opportunity to opt-out of receiving future communications from us by clicking on the unsubscribe link located at the bottom of any such e-mail at any time. After unsubscribing, we will discontinue sending the messages as soon as technically feasible.

## **Disclosure of Your Information: Who We Share Your Information With**

Dr. Victoria Chan respects your privacy and we do not sell, rent, lease, trade or otherwise transfer any information collected, whether automatically or through your voluntary action, to third parties (beyond what is necessary for the basic functionality of an online service or for fulfilling a customer transaction if applicable) without your consent.

We may disclose personal information that we collect, including that you provide, as described in this Privacy Policy:

- To our subsidiaries and affiliates.
- To third parties including, for example: contractors, service providers and ‘data processors’ as described below, that we use to support our business and our Website. All such third parties will always be bound by contractual obligations to keep personal information confidential and use it only for the purposes for which we disclose it to them.
- To a third party, including a lawyer or collection agency, when necessary to enforce our Website Terms & Conditions or any other applicable terms of use, terms & conditions or agreement between you and Dr. Victoria Chan, including for billing and collection purposes.

· To any successor in interest in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Dr. Victoria Chan’s assets and/or business.

· If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of Dr. Victoria Chan, other users of the Website or the general public. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

· To comply with any legal obligations such as court order, law or legal process, including to respond to any government or regulatory request and when compelled by a court or other governmental entity to do so.

· For any other purpose disclosed by us when you provide the information.

· With your consent.

As previously noted, if you are located in the European Economic Area (EEA), this means we are the ‘data controller’ under the General Data Protection Regulation of any personal information collected through the Website, and we determine the purposes for which and the manner in which any personal information is used and processed. However, we pay for the services of third party ‘data processors’ who hold and/or process personal information of users of the Website on our behalf. We may have multiple data processors at any given time, including, but not limited to:

- our email marketing and email management software service provider ActiveCampaign
- our Website hosting and platform service provider Netlify

- payment merchants for purchases directly through our Website if that is offered
- Google
- Facebook
- Other social media sites

Note that, while the above entities act as data processors on our behalf, some or all of them may also act as data controllers in their own rights. For example, if you purchase a product or service directly through our Website, payment merchants decide which information they need from our customers in order to process their payments correctly. The payment merchants or other data processing entities may also exercise control over the other purposes that a customer's data is used for, for example direct marketing of their products and services, which is not within our control. The payment merchants or other data processing entities also have legal requirements of their own to meet, such as regulations relating to the use and retention of payment card data or other personal data. And, finally, each data processor has its own terms and conditions and privacy policies that apply directly to our Website users.

## **Use and Transfer of Your Information Out of the European Economic Area (EEA), the UK and Switzerland**

The General Data Protection Regulation (GDPR) requires certain safeguards when transferring personal data from outside the European Economic Area (EEA), the United Kingdom (UK) and Switzerland to "third countries," which are all countries outside these protected areas, including the United States. This Website is operated in the United States, and third parties with whom we might share your personal information as explained above are also located in the United States. If you are located in the EEA, the UK, Switzerland or elsewhere outside of the United States, please be aware that **any information you provide to us will be transferred to the United States**. By using this Website, participating in any of its services and/or providing your information, you consent to this transfer.

The United States does not have the same data protection laws as the EEA, United Kingdom and Switzerland. While the European Commission has not given a formal decision that United States provides an adequate level of data protection similar to those which apply in the EEA, the UK and Switzerland, any transfer of your personal information will be subject to the derogation in Article 49 permitting non-repetitive transfers that concern only a limited number of data subjects, as permitted by Article 49 of the General Data Protection Regulation that is designed to help safeguard your privacy rights and give you remedies in the unlikely event of a misuse of your personal information.

If you would like further information, see **How to Contact Us** below. We will not otherwise transfer your personal data outside of the EEA, the UK or Switzerland, or to any organization (or subordinate bodies) governed by public international law or which is set up under any agreement between two or more countries.

## **How Long Your Personal Information Will Be Kept**

We will retain all non-client or customer personal information until you let us know you would like for us to delete it or unsubscribe from our email contacts, which you are free to do at any time. However, if you make a purchase from our Website, we will hold personal data in our files for six years as advised by the IRS.

This does not apply to information from patients of Dr. Victoria Chan. We will hold patient health information in our files as required by applicable law and until at least one (1) year after any relevant statute of limitation on professional liability has run.

## **How We Protect Your Information: Data Security and Information Storage**

We employ commercially reasonable methods to ensure the security of the information you provide to us and the information we collect automatically. This includes using standard security protocols and working only with reputable third-party vendors. We limit access to your personal information to those who have a genuine business need to know it. Those processing your information will do so only in an authorized manner and are subject to a duty of confidentiality.

If Dr. Victoria Chan collects sensitive personal information (such as credit card data), that information is encrypted and transmitted to Dr. Victoria Chan in a secure way. Customers can verify this by looking for a closed lock icon at the bottom of their web browser or looking for “https” at the beginning of the address of the web page.

However, please note that unfortunately no data transmission over the Internet or any wireless network can be guaranteed to be 100% secure. As a result, while we strive to protect your personal information, we cannot guarantee the security of your personal information transmitted to our Website. You acknowledge that (a) there are security and privacy limitations of the Internet which are beyond our control; (b) the security, integrity, and privacy of any and all information and data exchanged between you and us through this Website cannot be guaranteed; and (c) any such information and data may be viewed or tampered within transit by a third party. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Website.

We will notify you and any applicable authorities of a suspected data security breach where we are legally required to do so.

Please note that any comments or information that you post on the Website, including Dr. Victoria Chan social media pages, become public, and third parties may use your information. Dr. Victoria Chan is not responsible for any unauthorized uses by third parties in such context. You disclose such information at your own risk.

## **The 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 certain 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 Website does not constitute the practice of medicine, and specifically does not create a doctor-patient relationship between you and Dr. Victoria Chan. The information provided on the Website is for informational purposes only.

Notwithstanding the fact that the Website does not create a doctor-patient relationship between you and Dr. Victoria Chan, our preservation of your personal health information shall be HIPAA compliant if you schedule an appointment to become a patient of Dr. Victoria Chan.

For purposes of this Privacy Policy, “patients” are those individuals who have secured the services Dr. Victoria Chan. If you are a patient of Dr. Victoria Chan, you will be provided with a copy of the Dr. Victoria Chan HIPAA Notice of Privacy Practices, which governs the information collection practices of patients’ personal information by Dr. Victoria Chan.

## **Passwords for Patients to Access Patient Portal**

If you are a patient of Dr. Victoria Chan, this Privacy Policy does **not** apply to your personal health information stored on our HIPAA-secured electronic medical record Patient Portal. Our separate HIPAA Notice of Privacy Practices that discusses how we collect and treat health information of patients of Dr. Victoria Chan is supplied to new

patients of Dr. Victoria Chan upon registration as new patients. The Patient Portal is hosted on a separate server and is not part of this Website.

As a patient of Dr. Victoria Chan, in order to access the Patient Portal you will create a unique password. You are responsible for maintaining the confidentiality of the password and your Patient Portal account and are responsible for all activities (whether by you or by others) that occur under your password or account.

To protect your health information, please do not share your password with anyone. If you share your password with another person, Dr. Victoria Chan cannot and will not be liable for any loss or damage arising from your failure to protect your password. If you share your password with anyone, they may be able to obtain access to your personal health information at your own risk.

## **Third-party Use of Cookies and Other Tracking Technologies**

Some content or applications on the Website or e-mails sent to those who subscribe to our newsletter, including for example, our online supplement dispensary platform Fullscript, may be served by third parties, content providers and application providers. These third parties may use cookies alone or in conjunction with web beacons or other tracking technologies to collect information about you when you use our Website.

We do not control these third parties' tracking technologies or how they may be used. If you have any questions, you should contact the responsible provider directly.

## **Third-Party Links and Online Supplement Dispensary**

**We may provide a link to our online HIPAA compliant supplement dispensary platform, Fullscript on our Website or in our e-mails, and occasionally we may also include or offer third-party products, services, or links to other websites on this Website or our e-mails. This Privacy Policy does not apply to the privacy practices of Fullscript or other third parties. Fullscript has its own privacy policies, and any other third-party websites may or may not have separate and independent privacy policies. When you access another website or purchase third-party products or services through this Website or our e-mails, use of any information you provide is governed by the privacy policy of the operator of the website you are visiting or the provider of such products or services. We, therefore, have no responsibility or liability for the content and activities of these third-party linked websites or their privacy policy (or lack thereof).**

## **Facebook**

As advertisers on Facebook and through our Facebook page, we (not Facebook) may collect content or information from a Facebook user and such information may be used in the same manner specified in this Privacy Policy. You consent to our collection of such information.

We abide by Facebook's Data Use Restrictions.

- Any ad data collected, received or derived from our Facebook ad ("Facebook advertising data") is only shared with someone acting on our behalf, such as our service provider. We are responsible for ensuring that our service providers protect any Facebook advertising data or any other information obtained from us, limit our use of all of that information, and keep it confidential and secure.
- We do not use Facebook advertising data for any purpose (including retargeting, commingling data across multiple advertisers' campaigns, or allowing piggybacking or redirecting with tags), except on an aggregate and anonymous basis (unless authorized by Facebook) and only to assess the performance and effectiveness of our Facebook advertising campaigns.
- We do not use Facebook advertising data, including the targeting criteria for a Facebook ad, to build, append to, edit, influence, or augment user profiles, including profiles associated with any mobile device identifier or other unique identifier that identifies any particular user, browser, computer or device.
- We do not transfer any Facebook advertising data (including anonymous, aggregate, or derived data) to any ad network, ad exchange, data broker or other advertising or monetization related service.

## **Your Rights: Accessing, Correcting and Deleting Your Information**

As noted above, if you want to unsubscribe from receiving e-mails from Dr. Victoria Chan, you may do so at any time. Each e-mail from Dr. Victoria Chan includes instructions for unsubscribing from these e-mail communications.

You may send us an e-mail to [hello@drvictoriachan.com](mailto:hello@drvictoriachan.com) in order request access to, correct or delete any personal information that you have provided to us.

Please note that we may retain some or all of the information you submit for backups, archiving, prevention of fraud and abuse, analytics, satisfaction of legal obligations, or where we otherwise reasonably believe that we have a legitimate reason to do so.

You may also decline to share certain personal information with us, in which case we may not be able to provide you with some of the features and functionality of our services.

If you place an order through the Website (not through Fullscript), we will maintain your order information for our records unless and until you ask us to delete this information. We are required to keep some basic information about our customers including

transaction data for tax and legal purposes and therefore there is some information that cannot be deleted.

### ***Visitors' GDPR Rights***

If you are located within the European Union, you are entitled to certain information and have certain rights under the General Data Protection Regulation. Those rights include:

- Fair processing of information and transparency over how we use your personal information
- Access to your personal information and to certain other supplementary information that this Privacy Policy is already designed to address
- Require us to correct any mistakes in your information which we hold
- Require the erasure of personal information concerning you in certain situations
- Receive the personal information concerning you which you have provided to us, in a structured, commonly used and machine-readable format and have the right to transmit those data to a third party in certain situations
- Object at any time to processing of personal information concerning you for direct marketing
- Object to decisions being taken by automated means which produce legal effects concerning you or similarly significantly affect you
- Object in certain other situations to our continued processing of your personal information
- Otherwise restrict our processing of your personal information in certain circumstances
- You may also have the right to claim compensation for damages caused by our breach of any data protection laws.

We hope that we can resolve any question or concern you raise about our use of your information.

If you are covered by the General Data Protection Regulation, you may lodge a complaint with a supervisory authority, in particular in the European Union (or European Economic Area) state where you work, normally live, or where any alleged infringement of data protection laws occurred.

For further information on each of those rights, including the circumstances in which they apply, see the Guidance from the UK Information Commissioner's Office (ICO) on individuals' rights under the General Data Protection Regulation, available at: <https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/>.

We require only the information that is reasonably required to enter into a contract with you. We will not require you to provide consent for any unnecessary processing as a condition of entering into a contract with us.

If you would like to exercise any of those rights, please:

- Email us at [hello@drvictoriachan.com](mailto:hello@drvictoriachan.com)
- Provide us enough information to identify you (e.g., name, e-mail address, or other information, as applicable) and verify proof of your identity
- Provide us with the information to which your request relates

## **California Online Privacy Protection Act**

The 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 a website 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>

Pursuant to CalOPPA we agree to the following:

- Users can visit our Website anonymously
- There is a link to our Privacy Policy on our home page or at 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 changes to our Privacy Policy:

- On our Website Privacy Policy page

Users are able to change their personal information:

- By emailing us
- By logging into their account on our Website if they have one

As noted above, if your browser sends a "Do Not Track" signal, only a generic cookie will be placed on your device while the Website is accessed.

## **California Consumer Privacy Act (CCPA)**

The California Consumer Privacy Act (CCPA) took effect on January 1, 2020 and is intended to protect the personal information of California residents. The CCPA has certain threshold requirements which a company must meet in order to be required to comply with its provisions. Upon information and belief, we do not meet those thresholds. In the event of a change in our status, and if the data that you provide in the course of your use of the Website is governed by CCPA, we will abide by the relevant portions of the CCPA.

If you are a resident of the state of California, you may have the right to: request disclosure of the personal information we have collected about you and the types of third parties with whom it has been shared; request a portable copy of your information; opt out from marketing messages or the sale of your information to third parties; and request deletion of your personal information. To make these requests, please contact us at [hello@drvictoriachan.com](mailto:hello@drvictoriachan.com).

## **Contact Us**

If you have any questions or concerns about this Privacy Policy, please contact us at [hello@drvictoriachan.com](mailto:hello@drvictoriachan.com).

## **WEBSITE TERMS & CONDITIONS**

Last Updated and Effective as of February 23, 2021

**Please read these Terms & Conditions carefully before you start to use [www.drvictoriachan.com](http://www.drvictoriachan.com) (the "Website").** This Website is owned and operated by Dr.

Victoria Chan, ND (“**Dr. Victoria Chan**”, “**we**,” “**our**,” or “**us**”). The terms “**you**” or “**yours**” refer to the user of our Website.

By visiting, using, viewing, or accessing the Website, and/or any content contained on, accessible through or downloadable through this Website, whether available for free or by purchase, accessing the Website and Dr. Victoria Chan’s social media, or otherwise signing up to receive any of Dr. Victoria Chan’s emails, newsletter, social media posts or content or by purchasing any products from the Website if that option is offered, you are voluntarily agreeing to these Terms & Conditions and accept and agree to be bound and abide by them, and you are legally agreeing that you have read, understand, and fully consent to the terms below.

Please also review our Website Privacy Policy and Disclaimer which are incorporated by reference into these Terms & Conditions. These Terms & Conditions, along with the Disclaimer and Privacy Policy of the Website, govern your access to and use of the Website. If you have any questions about any of these Terms & Conditions, please contact us at [hello@drvictoriachan.com](mailto:hello@drvictoriachan.com) before using this Website.

## **Changes to Terms & Conditions**

We reserve our right to change, modify or update these Terms & Conditions at any time in our sole discretion, in which case we’ll update the Effective Date of the Terms & Conditions located at the top of this Terms & Conditions page to reflect the date of the changes. All changes are effective immediately when we post them and apply to all access to and use of the Website and its contents, products and services thereafter. By continuing to use the Website after we post any such changes, you accept and agree to be bound by the Terms & Conditions as modified, so please check these Terms & Conditions from time to time to be aware of any modifications.

## **Information on Website for Educational And Informational Purposes Only and Not Medical, Health or Professional Advice**

This Website has been created to provide information about Dr. Victoria Chan’s naturopathic medicine services; however, any information found on this Website is for educational and informational purposes only and is NOT intended as, and must not be understood or construed as, medical care or advice for any person, including patients of Dr. Victoria Chan. Nothing on this Website is intended to substitute for professional medical advice, diagnosis, or treatment. The information on the Website is for general information and education only and is not intended as, and must not be understood as, the practice of medicine, the practice of dietetics, or the practice of counseling care

including, without limitation, psychiatry, psychology, psychotherapy, or providing any form of medical diagnosis, treatment, cure or prevention of any disease.

For purposes of clarification, naturopathic medical services (the “**Naturopathic Medical Services**”) are offered by Dr. Victoria Chan to individuals located in California after they register as patients of Dr. Victoria Chan. While the Website may advertise the Naturopathic Medical Services, no Naturopathic Medical Services are provided via this Website or its contents, and visiting this Website does not create a doctor-patient relationship between you and Dr. Victoria Chan.

You should not rely on the information provided in this Website as a substitute for professional medical advice, diagnosis, or treatment from a qualified healthcare provider familiar with your individual situation. Always seek the advice of your qualified health care provider with any questions you have regarding a medical condition or your health and prior to changing any medications, taking any supplements, using any treatment for a health problem, or undertaking any significant changes to your health care regimen. If you are located in California, you can reach out to Dr. Victoria Chan to learn more about becoming a patient of Dr. Victoria Chan. However, your use of the Website alone DOES NOT create a doctor-patient relationship between you and any doctor at Dr. Victoria Chan.

You are responsible for your own physical, mental and emotional well-being, decisions, choices, actions and results. Dr. Victoria Chan disclaims any liability for your reliance on any blogs, opinions or advice contained in this Website. Neither Dr. Victoria Chan nor any of her contractors, affiliates or suppliers shall be held liable or responsible for any errors or omissions on this Website or for any damage you may suffer as a result of failing to seek medical or health advice from a licensed medical or health care professional who has knowledge of the facts and circumstances of your individual situation.

Information and statements on or in this Website and its contents regarding dietary supplements have not been evaluated by the Food and Drug Administration. Products sold on or through this Website are not intended to diagnose, treat, cure or prevent any disease. Always consult your doctor or other licensed medical or health care professional before taking any medication or nutritional, herbal or homeopathic

supplement, using any treatment for any health problem, undertaking any diet, exercise or other health program, or making any medical or lifestyle changes.

## **Intellectual Property Rights**

This Website includes materials protected by intellectual property laws, including but not limited to written text, logos, photos, videos, music, art, designs and graphics. When you access the Website or access or purchase any of its contents, products or services, Dr. Victoria Chan is granting you a limited, personal, non-exclusive, non-transferable, revocable license to access and use the Website and its content, for your own personal, non-commercial use and NOT for your business or commercial use or in any way that earns you money, unless you get written permission from the owner of Dr. Victoria Chan that you may do so.

This means that when you access the Website or any contents on or available through the Website, you agree that you will only use them for your individual, personal and noncommercial purposes, and you will NOT copy, duplicate, share, republish, reproduce, display, distribute, modify, sell, resell, or otherwise use any material from or portion of this Website for any commercial purposes or any other purpose without express written permission from Dr. Victoria Chan. Any reproduction or unauthorized use of any materials found on this Website shall constitute infringement and theft and could result in criminal or civil penalties.

You agree and understand that you do NOT acquire any ownership rights in the Website content by your use of the Website or its content, and we do not grant you any licenses, express or implied, to the intellectual property of Dr. Victoria Chan or our licensors, as applicable, unless expressly authorized. Furthermore, you agree and understand that you are not permitted to delete or alter any proprietary rights or attribution notices on or in the Website or any of its contents, products or services such as the copyright notice © or trademark notice such as TM or ®.

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## **Materials Provide by You to the Website and Your Use of Communication Services**

The Website may contain blog comment sections and/or other message or similar communication features designed to enable you to communicate with the public at large or with a group (collectively, “**Communication Services**”). When you voluntarily submit, post or upload any material on or through the Website or its Communication Services, including, without limitation, any comment, photo, image, video or any other submission or contribution, you represent and warrant that: (1) you are at least 13 years old or the age of majority in the state in which you reside; (2) you are the owner of or have permission to share such materials; (3) you grant Dr. Victoria Chan a perpetual, royalty-free, worldwide non-exclusive license to use, copy, reproduce, publish, distribute, display and publicly perform those materials, in whole or part, in any manner or medium, now known or hereafter developed, for any purpose, including commercial purposes and advertising; (4) you grant Dr. Victoria Chan a perpetual, royalty-free, worldwide non-exclusive license and release to use your name and likeness in connection with such materials for any purposes, including commercial purposes and advertising. Dr. Victoria Chan does not claim any ownership rights in your materials. You may, however, at any time, ask us to delete this information. Your rights regarding this personal information can be found in the Website’s Privacy Policy.

Please choose carefully the materials that you upload to, submit to, or embed on this Website. Any material you post on this Website becomes public. Always use caution when giving out any personally identifying information about yourself in any Communication Service. You are responsible for your material and for any liability that may result from the material you post on this Website. You participate, comment, and post material on this Website or any social media sites of Dr. Victoria Chan at your own risk.

You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service, and you agree to post comments or other material only one time. Any communication by you on this Website and its Communication Services, must be respectful. You may not communicate or submit any content or material that is abusive, vulgar, threatening, harassing, knowingly false, defamatory or obscene or otherwise in violation of any law or the rights of others.

Dr. Victoria Chan has no obligation to monitor the posts, comments, or materials submitted on Communication Services or to enforce any intellectual property rights you may have in the material you post. However, Dr. Victoria Chan, in her sole discretion, may delete or modify, in whole or part, any post, comment or submission to this Website. Dr. Victoria Chan neither endorses nor makes any representations as to the truthfulness or validity of any third-party posts, comments, or material on this Website. Dr. Victoria Chan shall not be responsible or liable for any loss or damage caused by

your use of any Communication Services or third-party posts, comments, or materials on this Website.

We reserve the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever. And we reserve the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in our sole discretion.

## **No Unlawful or Prohibited Use or Conduct**

You agree that you will not use the Website in any way that causes or is likely to cause the Website or its contents, or access to them, to be interrupted, damaged or impaired in any way. You understand that you are solely responsible for all electronic communications and content sent from your computer to this Website.

As a condition of your use of the Website and its contents, you agree to use the Website and its contents only for lawful, legitimate, non-commercial purposes and that you will NOT use the Website its contents for any purpose that is illegal, false, fraudulent or prohibited by these Terms & Conditions. You agree that you will NOT use and understand that you **are strictly forbidden** from using the Website or its contents in any of the following ways:

- In any manner that could damage, disable, overburden, or impair the Website or its contents or interfere with any other party's use and enjoyment of the Website, its contents;
- To conduct or carry out any unlawful, illegal, fraudulent or harmful activity or conduct activity with any such purpose;
- To send any material that is illegal, offensive, abusive, indecent, harmful, defamatory, obscene, menacing, threatening, objectionable, invasive of privacy, in breach of confidence, infringing of any intellectual property rights, or that may otherwise injure others;
- To send, negatively impact, or infect our Website or its contents with software viruses or any other harmful or similar computer code designed to adversely affect the operation of any computer software or hardware;
- To send or infect our Website or its with software viruses or any other similar computer code designed to commercially solicit, or send chain letters, mass mailings or any spam, whether intended or not;

- To cause annoyance, inconvenience, anxiety, or fear;
- To impersonate any third party or otherwise mislead as to the origin of your contributions;
- To reproduce, duplicate, copy or resell any part of our Website or its contents in a way that is not in compliance with these Terms & Conditions or any other applicable terms of use to which you have agreed or any other agreement you have with us.
- To obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website or its contents to you.
- To transmit, send or deliver unsolicited communications or for other marketing or advertising purposes.
- To systematically or automatically collect data from this Website.

Dr. Victoria Chan may, without notice, refuse access to the Website, in whole or part, to any person that fails to comply with these Terms & Conditions.

## **Email And Other Electronic Communications**

We would be pleased to communicate with you electronically, and there are various places on this Website that provide you the ability to send an electronic communication to Dr. Victoria Chan. Any such electronic communication, however, does not create a doctor-patient relationship between you and Dr. Victoria Chan. As set forth more fully in our Privacy Policy, we will take reasonable steps to ensure that any communications remain confidential, but we cannot guarantee the security of such communications and cannot guarantee that we would not be required to disclose such communications as a result of a court or other legal order.

## **Links to Third-Party Websites, Services or Social Media**

The Website may contain links to third-party websites such as the online supplement dispensary retailers like Fullscript or social media sites (“**Linked Websites**”). The Linked Websites are not under the control of Dr. Victoria Chan and Dr. Victoria Chan is not responsible or liable for any content of any Linked Website, including without limitation any link contained in a Linked Website or actions taken by the Linked Websites. These links are provided for your convenience to provide further information and to allow you to visit other website(s) or social media sites that you may find of

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## **No Guarantees**

As set forth more fully in the Disclaimer, you agree that Dr. Victoria Chan has not made any guarantees about the results of taking any action, whether recommended on or in this Website or not. This Website provides educational and informational resources that are intended to help users of this Website succeed in health or otherwise. You nevertheless recognize that your ultimate success or failure will be the result of your own efforts, your particular situation, and innumerable other circumstances beyond the control and/or knowledge of Dr. Victoria Chan and any individuals associated with Dr. Victoria Chan.

You also recognize that prior results do not guarantee a similar outcome. Thus, the results obtained by others - whether patients of Dr. Victoria Chan or otherwise - applying the principles set out in this Website, its contents, products and/or services are no guarantee that you or any other person or entity will be able to obtain similar results.

Any testimonials or examples shown through the Website are truthful reports stated by real people (not actors), but they do not guarantee or promise in any way that you might achieve the same outcome as each situation varies.

## **User's Personal Responsibility and Assumption of Risk**

As set forth more fully in the Website Disclaimer, we have done our best to ensure that the Website and its contents are accurate and provide valuable information, but we cannot guarantee the accuracy of such information. Neither Dr. Victoria Chan nor any of her contractors, affiliates or suppliers are responsible for any errors or omissions on or

in this Website or for any damage you may suffer as a result of failing to seek competent advice from a professional who is familiar with your situation.

By accessing this Website and its contents in any way you accept personal responsibility for the results of your actions. Dr. Victoria Chan is not responsible for your personal actions or choices before, during or after use of our Website. Notwithstanding any limitations by law, your use, misuse or non-use of any information on this Website is at your own risk, and you agree to take full responsibility for any harm or damage you suffer as a result of your use, misuse or non-use, of the information available on or in this Website and to absolve Dr. Victoria Chan of any liability or loss that you, your business, or your family, children or heirs (if applicable) or any other person, may incur.

Additionally, you acknowledge that when making your own decisions and taking any actions or implementing anything suggested on this Website, which is all information and education, you are using your own judgment and conducting your own due diligence and assessment of risk, and you are voluntarily making those decisions with the full awareness that there may be risk involved.

## **Termination and Access Restriction**

Dr. Victoria Chan reserves the right, in her sole discretion, to refuse or terminate your access to the Website, in full or in part, at any time without notice. In the event of cancellation or termination, you are no longer authorized to access the part of the Website affected by such cancellation or termination. The restrictions imposed on you in these Terms & Conditions with respect to the Website will still apply even after such termination.

## **No Warranties**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WEBSITE AND ALL INFORMATION ON AND IN THE WEBSITE, AND ITS CONTENT, PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

DR. VICTORIA CHAN MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ABOUT THE ACCURACY, COMPLETENESS, RELIABILITY, AVAILABILITY, TIMELINESS, SUITABILITY AND APPROPRIATENESS OF OUR WEBSITE AND ITS CONTENTS FOR ANY PURPOSE.

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THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE WEBSITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. THE WEBSITE, ITS CONTENTS AND ITS SERVICES ARE CONTINUALLY UNDER DEVELOPMENT. DR. VICTORIA CHAN AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES TO THE WEBSITE, ITS CONTENTS, PRODUCTS AND ITS SERVICES AT ANY TIME.

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## **Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES, SHALL DR. VICTORIA CHAN AND HER CONTRACTORS, AFFILIATES OR SUPPLIERS, BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, EQUITABLE OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOSS OF USE, DATA OR PROFITS, OR ANY OTHER DAMAGES WHATSOEVER, ARISING FROM YOUR USE OF, OR INABILITY TO USE, THIS WEBSITE OR ITS CONTENTS OR ANY WEBSITE OR CONTENT LINKED FROM THIS WEBSITE. THIS LIMITATION OF LIABILITY APPLIES TO ALL CAUSES OF ACTION, WHETHER BASED IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORIES, EVEN IF DR. VICTORIA CHAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY

OF DR. VICTORIA CHAN AND HER CONTRACTORS, AFFILIATES AND SUPPLIERS IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT DR. VICTORIA CHAN AND HER CONTRACTORS, AFFILIATES AND SUPPLIERS ARE NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE WEBSITE, ITS CONTENT, ITS PRODUCTS OR ITS SERVICES, OR WITH ANY OF THIS DISCLAIMER, THE WEBSITE TERMS & CONDITIONS, OR THE WEBSITE PRIVACY POLICY, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEBSITE, ITS CONTENT, ITS PRODUCTS AND ITS SERVICES.

BY USING OR VIEWING THIS WEBSITE AND ITS CONTENTS, YOU AGREE TO THIS LIMITATION OF LIABILITY AND RELEASE DR. VICTORIA CHAN AND HER CONTRACTORS, AFFILIATES AND SUPPLIERS FROM ANY AND ALL CLAIMS.

## **Jurisdiction/Governing Law**

This Website (excluding any linked sites) is controlled by Dr. Victoria Chan from her office within the State of California, United States of America. It can be accessed from all fifty states, as well as from other countries around the world. As each of these places has laws that may differ from those of California, by accessing this Website, Dr. Victoria Chan and you both agree that the statutes and laws of the State of California, without regard to the conflict of laws principles thereof, will apply to all matters relating to the use of this Website.

The nearest state and federal court to San Jose, California shall have exclusive jurisdiction over any case or controversy arising from or relating to this Website, including but not limited to the Privacy Policy or these Terms & Conditions. By using this Website, you hereby submit to the exclusive jurisdiction and venue of these courts and consent irrevocably to personal jurisdiction in the state and federal courts sitting in Santa Clara County, California with respect to such matters and any other dispute relating to the Website, and you waive any defense of forum non conveniens.

In any action to enforce these terms, the prevailing party will be entitled to attorneys' fees and costs. Any cause of action brought by you against Dr. Victoria Chan or its affiliates must be instituted within one year after the cause of action arises or be deemed forever waived and barred.

## **International Users**

The Website is controlled, operated and administered by Dr. Victoria Chan from our offices in the United States. Dr. Victoria Chan does not represent that materials on this Website are appropriate or available for use in other locations. If you access the Website from a location outside the United States, you are responsible for compliance with all local laws. You agree that you will not use the Website and its contents in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

## **Indemnification**

You agree to defend, indemnify and hold harmless Dr. Victoria Chan and her contractors, affiliates and suppliers, from and against any and all claims, damages, obligations, losses, liabilities, costs, debt and expenses (including but not limited to attorney's fees) arising from or in connection with: (i) your use of this Website in violation of these Terms & Conditions, (ii) any breach by you of these Terms & Conditions or any representation and warranty made by you herein, (iii) any comment, post, or material you submit to this Website, (iv) your use of materials or features available on this Website (except to the extent a claim is based upon infringement of a third-party right by materials created by Dr. Victoria Chan or (v) a violation by you of applicable law or any agreement or terms with a third party to which you are subject. Dr. Victoria Chan reserves the right, at her own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Dr. Victoria Chan in asserting any available defenses.

## **Severability**

If any portion of these Terms & Conditions is construed to be invalid, void or unenforceable for any reason, then that provision shall be deemed severable from these Terms & Conditions and it shall not affect the validity or enforceability of the remainder of the Terms & Conditions which shall be given full force and effect.

## **Waiver**

Any failure by Dr. Victoria Chan to enforce or exercise any provision of these Terms & Conditions shall not constitute a waiver of that right or provision and shall not be construed as a waiver of any subsequent breach by you.

## **Disclosure Policy**

Dr. Victoria Chan believes in honesty. As noted on the Website, we may receive a commission if you purchase products from our online supplement dispensary retailer Fullscript. If we link to or offer any other content, products or services for which we

receive a commission, we will provide an applicable disclosure near such link or offer content.

As a policy, Dr. Victoria Chan will only affiliate with products, services, coaches, consultants, and other experts that we believe will provide value to our customers and followers. Even though we may receive compensation, we always give our honest opinions, findings, beliefs, or experiences on those topics or products. With respect to Fullscript specifically, we choose to provide this service so that we know you are receiving the highest quality products that are not contaminated and contain therapeutic levels of the ingredients they are supposed to contain from manufacturers who have gained our confidence through considerable research and experience.

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## Contact Us

If you have any questions about these Terms & Conditions, please contact us at [hello@drvictoriachan.com](mailto:hello@drvictoriachan.com).

## You have the right to receive a “Good Faith Estimate” explaining how much your medical care will cost.

Under the law, health care providers need to give **patients who don’t have insurance or who are not using insurance** an estimate of the bill for medical items and services before those items and services are provided.

- You have the right to receive a Good Faith Estimate for the total expected cost of any health care items or services upon request or when scheduling such items or services. This includes related costs like medical tests, prescription drugs, and equipment.

- If you schedule a health care item or service at least 3 business days in advance, make sure your health care provider or facility gives you a Good Faith Estimate in writing within 1 business day after scheduling. If you schedule a health care item or service at least 10 business days in advance, make sure your health care provider or facility gives you a Good Faith Estimate in writing within 3 business days after scheduling. You can also ask any health care provider or facility for a Good Faith Estimate before you schedule an item or service. If you do, make sure the health care provider or facility gives you a Good Faith Estimate in writing within 3 business days after you ask.
- If you receive a bill that is at least \$400 more than your Good Faith Estimate, you can dispute the bill.
- Make sure to save a copy or picture of your Good Faith Estimate.

For questions or more information about your right to a Good Faith Estimate, visit [www.cms.gov/nosurprises](http://www.cms.gov/nosurprises).