

## Terms of Use

# Terms of Use

All Care Consultants, Inc. – Websites, Mobile Sites, and Applications

## Introduction

These Terms of Use ("Terms") govern your access to and use of All Care Consultants, Inc.'s websites, mobile sites, and applications (collectively, the "Services"). By accessing or using the Services, you agree to be bound by these Terms. If you do not agree, you may not use the Services.

## Scope of Terms

These Terms apply to all visitors, users, and others who access or use any of the Services, including any affiliated or successor platforms provided by All Care Consultants, Inc. ("Company," "we," "us," or "our").

## Acceptance of Terms

By using the Services, you acknowledge that you have read, understood, and agree to these Terms and any additional policies referenced herein.

## User Eligibility

### Age and Access Requirements

You must be at least 18 years of age, or the age of majority in your jurisdiction, to use the Services. By accessing the Services, you represent and warrant that you meet these requirements and are legally permitted to enter into these Terms.

## Additional Terms

### Applicability and Agreement

Certain features or services may be subject to additional guidelines or terms that will be provided to you at the time you access such features. All such additional terms are incorporated by reference into these Terms.

## Terms of Use

1. You can cancel the SMS service at any time. Just text "STOP" to the [Phone Number]. After you send the SMS message "STOP" to us, we will send you an SMS message to confirm that you have been unsubscribed. After this, you will no longer receive SMS messages from us. If you want to join again, just sign up as you did the first time and we will start sending SMS messages to you again.
2. If you are experiencing issues with the messaging program you can reply with the keyword HELP for more assistance, or you can get help directly at [support email address or toll-free number].
3. Carriers are not liable for delayed or undelivered messages.
4. As always, message and data rates may apply for any messages sent to you from us and to us from you. You will receive [message frequency]. If you have any questions about your text plan or data plan, it is best to contact your wireless provider.
5. If you have any questions regarding privacy, please read our privacy policy: [link to privacy policy]

## Password and Account Security

### Registration

To access certain features of the Services, you may be required to create an account and provide accurate, current, and complete information.

### Responsibilities

You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You agree to notify us immediately of any unauthorized use or security breach. We are not liable for losses caused by unauthorized use of your account.

## Use of the Site and Services

### Prohibited Conduct

You agree not to:

## Terms of Use

- Violate any applicable law or regulation.
- Infringe the rights of others, including intellectual property rights.
- Transmit viruses, malware, or other harmful code.
- Use the Services for fraudulent, deceptive, or unlawful purposes.
- Interfere with or disrupt the integrity or performance of the Services.
- Attempt to gain unauthorized access to the Services or related systems.

## User Content

### Ownership

You retain all rights to content you submit, post, or display through the Services ("User Content"). By submitting User Content, you grant us a non-exclusive, worldwide, royalty-free license to use, display, reproduce, adapt, and distribute such content in connection with the Services.

### Licensing and Disclosures

You represent that you own or have the necessary rights to submit your User Content and that it does not violate third-party rights or applicable laws. We reserve the right to remove or modify any User Content for any reason.

## Business Reviews

### Guidelines

When submitting product reviews, you agree to provide honest, accurate, and non-misleading feedback. Reviews must not contain offensive language, personal attacks, or confidential information. We reserve the right to moderate, edit, or remove reviews for any reason.

## Liability Disclaimer

The Services are provided "as is" and "as available." We make no warranties, express or implied, regarding the accuracy, completeness, or reliability of the Services. Your use of the Services is at your sole risk.

## Terms of Use

## Ownership

### Site Content

All content on the Services, including text, graphics, logos, images, software, and other materials (excluding User Content), is owned by or licensed to All Care Consultants, Inc. and is protected by intellectual property laws.

### Trademarks

All trademarks, service marks, and trade names appearing on the Services are the property of All Care Consultants, Inc. or their respective owners. Unauthorized use is strictly prohibited.

## Feedback

### Submission and Use

If you provide suggestions, comments, or other feedback regarding the Services ("Feedback"), you grant us a perpetual, worldwide, royalty-free right to use and incorporate such Feedback without compensation or obligation to you.

## Digital Millennium Copyright Act (DMCA)

### Infringement Procedures

If you believe your copyrighted work has been used in a way that constitutes copyright infringement, please notify us with a written notice in accordance with the DMCA. Upon receipt, we will promptly investigate and take appropriate action, which may include removing infringing content.

## Privacy

### Reference to Policy

Your use of the Services is subject to our Privacy Policy, which is incorporated into these Terms by reference.

## Terms of Use

### Links

#### Third-Party Websites

The Services may contain links to third-party websites or resources. We are not responsible for the content, products, or services on or available from those websites. Access to third-party sites is at your own risk.

## Changes and Corrections

#### Site and Service Modifications

We reserve the right to modify, suspend, or discontinue the Services, or any part thereof, at any time without notice. We are not liable for any modification, suspension, or discontinuation of the Services.

## Termination

#### Rights and Consequences

We may terminate or suspend your access to the Services, with or without notice, for any conduct that violates these Terms or is otherwise harmful to other users, us, or third parties. Upon termination, your right to use the Services will immediately cease.

## Disclaimer and Limitations

#### Warranties

We disclaim all warranties, express or implied, including warranties of merchantability, fitness for a particular purpose, and non-infringement.

#### Liability

To the fullest extent permitted by law, All Care Consultants, Inc. shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, arising out of or related to your use of the Services.

## Terms of Use

# Indemnification

### User Responsibilities

You agree to indemnify, defend, and hold harmless All Care Consultants, Inc., its affiliates, and their officers, directors, employees, and agents from any claims, damages, liabilities, costs, or expenses arising from your use of the Services, violation of these Terms, or infringement of any third-party rights.

### Other Provisions

#### Force Majeure

We are not liable for any failure or delay in performance due to causes beyond our reasonable control, including natural disasters, acts of government, war, strikes, or interruptions of internet service.

#### Severability

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will remain in effect.

#### Assignment

We may assign or transfer our rights and obligations under these Terms at any time. You may not assign your rights or obligations without our prior written consent.

## Governing Law and Dispute Resolution

### Arbitration

Any dispute arising out of or relating to these Terms or the Services shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration will take place in a mutually agreed-upon location, and judgment on the award may be entered in any court with jurisdiction.

## Terms of Use

### Class Action Waiver

You and All Care Consultants, Inc. agree that any proceedings will be conducted only on an individual basis and not as a class, consolidated, or representative action.

## Changes to Terms

### Notification and Acceptance

We reserve the right to change these Terms at any time. Any changes will be effective upon posting the revised Terms on the Services. Your continued use of the Services after such changes constitutes your acceptance of the revised Terms.

## Terms of Sale

### Payment

All payments for products or services must be made in accordance with our posted payment policies. We accept only the payment methods specified at checkout. You represent that you are authorized to use the payment method provided.

### Returns

Returns are subject to our Return Policy. Please review our policy for eligibility, timelines, and procedures.

### Shipping

We will ship products in accordance with our Shipping Policy. Shipping times and costs will be provided at the time of purchase.

### Taxes

You are responsible for any applicable sales, use, or other taxes arising from your purchase, except where we are required by law to collect such taxes.

## Terms of Use

## Contact Information

If you have questions about these Terms, please contact us at [info@allcareconsultants.com](mailto:info@allcareconsultants.com).